



DU PAGE COUNTY

Transportation Committee

Regular Meeting Agenda

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, August 5, 2025

10:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. STAFF RECOGNITIONS

Mike Wisniewski-10 years

5. PUBLIC COMMENT

6. APPROVAL OF MINUTES

6.A. [25-1582](#)

DuPage County Transportation Committee Meeting Minutes-Tuesday June 17, 2025.

7. BUDGET TRANSFERS

7.A. [25-1818](#)

Budget Transfer of \$4,000 from Contingencies 1500-3510-53828 to Wearing Apparel Reimbursement 1500-3510-51080. Funds needed for newly hired employees, per union contract.

7.B. [25-1820](#)

Budget Transfer of \$96,000 from Contingencies 1500-3510-53828 to Overtime 1500-3510-50010. Funds needed due to union wage increase of overtime in new contract.

8. CHANGE ORDERS

8.A. [25-1763](#)

JX Truck Center PO # 6279-1-SERV-Decrease remaining encumbrance and close contract to provide Cummins engine repair and parts for the Division of Transportation; contract expired on March 29, 2024.

8.B. [25-1764](#)

Lakeshore Recycling PO # 6557-1-SERV-Decrease remaining encumbrance and close contract to provide solid waste disposal for the Division of Transportation; contract expired on March 31, 2024.

8.C. [25-1765](#)

Ozinga Ready Mix PO # 6386-1-SERV-Decrease remaining encumbrance and close contract to provide Portland Cement Concrete for the Division of Transportation; contract expired on March 31, 2024.

8.D. [25-1766](#)

Plote Construction PO # 6384-1-SERV-Decrease remaining encumbrance and close contract to provide bituminous paving materials for the Division of Transportation; contract expired on March 31, 2024.

8.E. [25-1767](#)

Roesch Ford PO # 6371-1-SERV-Decrease remaining encumbrance and close contract to provide vehicle replacement parts for the Division of Transportation; contract expired on May 12, 2024.

8.F. [25-1768](#)

Groot PO # 5824-1-SERV-Decrease remaining encumbrance and close contract to provide refuse and recycling disposal for the Division of Transportation; contract expired on May 31, 2024.

8.G. [25-1769](#)

Lakeside International PO # 5608-1-SERV-Decrease remaining encumbrance and close contract to provide Navistar/International OEM parts for the Division of Transportation; contract expired on January 28, 2024.

8.H. [25-1079](#)

DT-R-0030A-24 - Amendment to Resolution DT-R-0030-24, issued to Alliance Contractors, Inc. for the 2024 Retaining Wall Repair Program, Section 23-RETWL-04-MS; to increase the funding in the amount of \$104,312.20, +29.4%, resulting in an amended contract total amount of \$459,116.20.

8.I. [25-1770](#)

DT-P-0154B-22 – Amendment to Resolution DT-P-0154A-22, issued to Knight E/A, Inc., for Professional Phase II Design Engineering Services for improvements along CH 21/Fabyan Parkway, from Illinois Route 38 to the County Line, Section 08-00210-03-FP, to increase the funding in the amount of \$75,452.66 +9.37%, resulting in an amended contract total amount of \$880,807.32, a cumulative increase of 20.83%.

9. PROCUREMENT REQUISITIONS

9.A. [25-1743](#)

Recommendation for the approval of a contract purchase order to Cintas Corporation, to furnish and deliver medical supplies and to provide and service rental floor mats and mechanic uniforms, for the Division of Transportation, for the period September 12, 2025 through August 31, 2026, for a contract total not to exceed \$15,000; contract pursuant to the Intergovernmental Cooperation Act (OMNIA Contract #222886).

9.B. [25-1776](#)

Recommendation for the approval of a contract purchase order to Rhythm Engineering for (1) Game|Changer - a portable traffic data collection system, with a yearly membership, for the Division of Transportation, for a contract not to exceed \$18,500; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source)

9.C. [25-1754](#)

Recommendation for the approval of a contract to Patson, Inc. d/b/a TransChicago Truck Group, to furnish and deliver freightliner repair and replacement parts, as needed, for the DOT Fleet, for the period of September 1, 2025 through August 31, 2026, for a contract total not to exceed \$25,000; per quote #23-064-DOT-RE, second of three renewals.

9.D. [DT-P-0039-25](#)

Recommendation for the approval of a contract to Joe Johnson Equipment, LLC d/b/a Standard Equipment, to furnish and deliver OEM parts and repairs on Vactors, Elgin Sweepers and Envirosight Sewer Cameras, for the Division of Transportation, for the period September 16, 2025 through September 30, 2026, for a contract total not to exceed \$60,000; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source-parts and repairs).

9.E. [DT-P-0040-25](#)

Recommendation for the approval of a contract to International Cybernetics Company d/b/a IMS Infrastructure Management Services, for Pavement Condition Rating and Annual Maintenance and Support Services for the DuPage County Pavement Management Program, for the period of August 13, 2025 through August 12, 2026, for a contract total not to exceed \$75,201.20; per RFP #25-055-DOT, with one option to renew for an additional one-year term.

10. AWARDING RESOLUTIONS10.A. [DT-R-0022-25](#)

Awarding Resolution to Thorne Electric, Inc., for 2025 Traffic Signal Mast Arm Replacements at various intersections within DuPage County, Section 25-TSMAR-10-GM, for an estimated County cost of \$1,482,269.60; Per lowest responsible bid.

11. RESOLUTIONS11.A. [DT-R-0023-25](#)

Resolution to rescind DT-P-0089-23, issued to V3 Companies, Ltd., for professional construction engineering services for improvements to the CH 4/Bloomington Road bridge over Chicago Central & Pacific Railroad Section 22-00184-12-BR; (Cost was not to exceed \$641,743.81).

11.B. [DT-R-0024-25](#)

Recommendation for approval of a Lease Agreement for Real Property between the County of DuPage and Commonwealth Edison, for the lease of a portion of ComEd's property for use by the general public, as a part of the East Branch DuPage River Greenway Trail. (County Cost-\$1.00).

11.C. [DT-R-0025-25](#)

Recommendation for approval of a Lease Agreement for Real Property between the County of DuPage and Commonwealth Edison for the lease of a portion of ComEd's property for use by the general public, as a part of the Illinois Prairie Path-Geneva Spur. (County Cost-\$1.00).

12. PRESENTATION12.A. [25-1838](#)

Hinsdale Lake Terrace Pilot Service Amendment Options.

13. OLD BUSINESS**14. NEW BUSINESS****15. ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1582

Agenda Date: 8/5/2025

Agenda #: 6.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, June 17, 2025

10:00 AM

Room 3500B

1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Mary Ozog at 10:00 AM.
Chair Ozog announced that Item 14.B., under Informational, would be removed from this agenda.

2. ROLL CALL

PRESENT	Covert, Evans, Garcia, Ozog, Tornatore, and Zay
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3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-1510](#)

DuPage County Transportation Committee Meeting Minutes-Tuesday June 3, 2025.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

6. STAFF RECOGNITION

6.A. Senior Civil Engineer-Ryan Singer 10 years

Transportation Director Steve Travia recognized Ryan Singer, a Senior Civil Engineer, for his 10 years of service with the Division of Transportation. Ryan has worked on many trail connections, intersection and bridge improvements and sidewalk enhancements as a part of the DOT design team. He also assists with snow plowing during winter storm events.

7. PRESENTATION

7.A. The DuPage County Safety Action Plan.

Chief Transportation Planner, John Loper, presented some key themes and strategies as a part of the DuPage County Safety Action Plan, along with some benchmarks and next steps for the County to consider. He also recommended approval of the resolution to approve the Safety

Action Plan by the Transportation Committee.
Discussion held.

8. RESOLUTIONS

8.A. [DT-R-0018-25](#)

Resolution to rescind DT-P-0017-25, issued to Ozinga Ready Mix Concrete, Inc., to furnish and deliver Portland Cement concrete, as needed, for Division of Transportation and Public Works. (Contract total amount of \$75,000)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

8.B. [DT-R-0019-25](#)

Recommendation for approval of 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 - \$79,263.00.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

8.C. [DT-R-0020-25](#)

Recommendation for adoption of the DuPage County Safety Action Plan.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

9. BUDGET TRANSFERS

9.A. [25-1503](#)

Budget Transfer of \$200 from Salary & Wage Adjustments 1500-3510-50080 to Wearing Apparel Reimbursement 1500-3510-51080. Funds needed for the inclusion of the Highway Operation Supervisors' wearing apparel reimbursement per the new union contract.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

9.B. [25-1504](#)

Budget Transfer of \$400 from Salary & Wage Adjustments 1500-3520-50080 to Wearing Apparel Reimbursement 1500-3520-51080. Funds needed for the inclusion of the Fleet Supervisors' wearing apparel reimbursement per the new union contract.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

10. **PROCUREMENT REQUISITIONS**10.A. [25-1473](#)

Recommendation for the approval of a contract purchase order to Shorewood Home & Auto, to furnish and deliver genuine John Deere OEM repair and replacement parts, as-needed, for the Division of Transportation, for the period June 24, 2025 through June 30, 2026, for a total contract amount of \$30,000; per lowest responsible bid #25-068-DOT.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

10.B. [DT-P-0038-25](#)

Recommendation for the approval of a contract to Elmhurst Chicago Stone, LLC, to provide Portland Cement Concrete, as-needed, for the Division of Transportation and Public Works, for the period of June 24, 2025 through March 31, 2026, for a contract total not to exceed \$64,000; per lowest responsible bid #25-067-DOT. (Division of Transportation \$50,000 / Public Works \$14,000).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

11. **CHANGE ORDERS**11.A. [25-1474](#)

Alfred Benesch and Company-Section #18-00206-10-BR-Revised Exhibit C.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

11.B. [DT-CO-0001-25](#)

Amendment to contract purchase order 7593-1-SERV, issued to Brad Bailey Sales d/b/a Lake County Trailers to furnish and deliver two (2) enclosed trailers, for the Division of Transportation to increase the funding in the amount of \$1,000, resulting in an amended contract total amount of \$30,544, an increase of 3.38%.

Discussion held.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

11.C. [25-1465](#)

DT-P-0053A-24 – Amendment to Resolution DT-P-0053-24, issued to Mandel Metals, to furnish and deliver aluminum sign blanks, as needed for the Division of Transportation, to increase the funding in the amount of \$26,800, resulting in a revised encumbrance of \$41,467.88, with no change to the contract amount.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

11.D. [25-1461](#)

DT-P-0057A-24 – Amendment to Resolution DT-P-0057-24, issued to Lightle Enterprises of Ohio, to furnish and deliver sign materials-rolled goods, as needed for the Division of Transportation, to increase the funding in the amount of \$34,190, resulting in a revised encumbrance of \$44,190, with no change to the contract amount.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

12. AWARDING RESOLUTIONS

12.A. [DT-R-0015-25](#)

Awarding resolution to Compass Minerals America Inc. for the Bulk Rock Salt Program, Section 25-0SALT-02-MS, for an estimated County cost of \$707,900; per lowest responsible bid.

RESULT:	APPROVED AND SENT TO FINANCE
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MOVER:	Mary Ozog
SECONDER:	Sadia Covert

12.B. [DT-R-0016-25](#)

Awarding Resolution to Builder's Paving, LLC, for Improvements to CH33/75th Street Frontage Road, Section 25-00233-10-CH, for an estimated County cost of \$2,136,950.76; per lowest responsible bid.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

13. INTERGOVERNMENTAL AGREEMENTS

13.A. [DT-R-0017-25](#)

Agreement between the County of DuPage and Bloomingdale Owner, LLC for Traffic Signal Maintenance Responsibilities at CH11/Army Trail Road and Bloomingdale Court (No County cost).

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

14. INFORMATIONAL

14.A. [FM-P-0029-25](#)

Recommendation for the approval of a contract to Commonwealth Edison Company, for electric utility supply and distribution services for the connected County facilities, for Facilities Management, for the period of June 29, 2025 through June 28, 2027, for a total contract amount not to exceed \$7,711,220. Per 55 ILCS 5/5-1022 (c) not suitable for competitive bids – Public Utility. (\$5,560,560 for Facilities Management, \$62,695 for Animal Services, \$1,401,875 for the Care Center, \$231,960 for the Division of Transportation, and \$454,130 for the Health Department)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

14.B. [FM-P-0030-25](#)

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 of June 25, 2025 through June 24, 2027, for a total contract amount not to exceed \$214,155; per lowest responsible bid accepted in the best interest of the county, per staff's decision memo for bid #25-072-FM. (\$160,450 for Facilities Management, \$23,705 for Animal Services, and \$30,000 for the Division of Transportation)

RESULT:	PULLED
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14.C. [PW-P-0015-25](#)

Recommendation for the approval of a contract to Sheffield Safety and Loss Company, LLC, for Safety Program Management for various County Departments, for the period of June 25, 2025 to June 24, 2026, for a total contract amount not to exceed \$150,000; per RFP #25-046-PW. (\$25,000 Public Works, \$25,000 Stormwater, \$25,000 Division of Transportation, \$25,000 Facilities Management, and \$50,000 Finance)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

15. OLD BUSINESS

No old business was discussed.

Chair Ozog welcomed the DOT interns to the Transportation Committee meeting.

16. NEW BUSINESS

No new business was discussed.

17. ADJOURNMENT

With no further business, the meeting was adjourned at 10:32 AM, with a motion by Chair Ozog and a second by Member Evans.



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1818

Agenda Date: 8/5/2025

Agenda #: 7.A.

48
hbc

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 1, 2025

From: 1500
Company #

DOT MAINTENANCE/OPS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3510	53828		CONTINGENCIES	\$ 4,000.00	1,058,000.00	1,054,000.00	7/22/25
Total				\$ 4,000.00			

To: 1500
Company #

DOT MAINTENANCE/OPS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3510	51080		WEARING APPAREL REIMBURSEMENT	\$ 4,000.00	(800.00)	3,200.00	7/22/25
Total				\$ 4,000.00			

Reason for Request:

Due to new union contract, newly hired employees receive their \$800.00 reimbursement after 30 days of employment. There is not way to determine when new employees will be hired.

Signature on file

Department: FIN

Signature on file

Chief Financial Officer

Activity

(optional)

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

7/16/25
Date
7/24/25
Date

Finance Department Use Only			
Fiscal Year <u>25</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

DOT - 8/5/25
FIN/CB - 8/12/25

8



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1820

Agenda Date: 8/5/2025

Agenda #: 7.B.

218
hbc

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 1, 2025

From: 1500
Company #

DOT MAINTENANCE/OPS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3510	53828		CONTINGENCIES	\$ 96,000.00	1,058,000.00	962,000.00	7/22/25
Total				\$ 96,000.00			

To: 1500
Company #

DOT MAINTENANCE/OPS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3510	50010		OVERTIME	\$ 96,000.00	4,164.76	100,164.76	7/22/25
Total				\$ 96,000.00			

Reason for Request:

Funds needed due to union wage increases OT as well.

Signature on file

Department Head

Signature on file

Chief Financial

Activity

(optional)

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

Finance Department Use Only			
Fiscal Year 25	Budget Journal #	Acctg Period	
Entered By/Date	Released & Posted By/Date		

DOT - 8/5/25
FIN/CB - 8/12/25



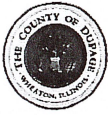
Change Order

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1763

Agenda Date: 8/5/2025

Agenda #: 8.A.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 815
CB 8112

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1763

Purchase Order #: 6279-1-SERV	Original Purchase Order Date: Mar 1, 2023	Change Order #: 3	Department: Division of Transportation
Vendor Name: DOT-JX Truck Center		Vendor #: 24920	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Cummins Engine Repair & Parts Decrease remaining encumbrance & close contract <i>Expired 3/29/24</i>		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$59,900.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$59,900.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$15,283.62)
E	New contract amount (C + D)	\$44,616.38
F	Percent of current contract value this Change Order represents (D / C)	-25.52%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-25.52%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below: _____

PM	6911	Jul 21, 2025	<i>SMT</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1764

Agenda Date: 8/5/2025

Agenda #: 8.B.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 815
CB 8112

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1764

Purchase Order #: 6557-1-SERV	Original Purchase Order Date: Jun 28, 2023	Change Order #: 1	Department: Division of Transportation
Vendor Name: DOT - Lakeshore Recycling		Vendor #: 26705	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Solid Waste Disposal for DOT Decrease remaining encumbrance & close contract <i>Expired 3/31/24</i>		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE	
A	Starting contract value
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B)
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease
E	New contract amount (C + D)
F	Percent of current contract value this Change Order represents (D / C)
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
☐ OTHER - explain below:

PM	6911	Jul 21, 2025	<i>SMT</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1765

Agenda Date: 8/5/2025

Agenda #: 8.C.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 8/5
CB 8/12

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1765

Purchase Order #: 6386-1-SERV	Original Purchase Order Date: Apr 12, 2023	Change Order #: 1	Department: Division of Transportation
Vendor Name: DOT - Ozinga Ready Mix		Vendor #: 13068	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Portland Cement Concrete Decrease remaining encumbrance & close contract Expired 3/31/24		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE	
A	Starting contract value
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B)
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease
E	New contract amount (C + D)
F	Percent of current contract value this Change Order represents (D / C)
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)

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

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase \geq \$2,500.00, or \geq 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	

PM	6911	Jul 21, 2025	<i>SM</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1766

Agenda Date: 8/5/2025

Agenda #: 8.D.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 8/5
CB 8/12

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1766

Purchase Order #: 6384-1-SERV	Original Purchase Order Date: Apr 12, 2023	Change Order #: 2	Department: Division of Transportation
Vendor Name: DOT-Plote Construction		Vendor #: 11199	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Bituminous Paving Materials Decrease remaining encumbrance & close contract <i>Expired 3/31/24</i>		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE	
A	Starting contract value
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B)
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease
E	New contract amount (C + D)
F	Percent of current contract value this Change Order represents (D / C)
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below: _____

PM	6911	Jul 21, 2025	<i>SMT</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1767

Agenda Date: 8/5/2025

Agenda #: 8.E.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 8/5
CB 8/12

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1767

Purchase Order #: 6371-1-SERV	Original Purchase Order Date: May 13, 2023	Change Order #: 4	Department: Division of Transportation
Vendor Name: DOT - Roesch Ford			Dept Contact: Patricia Miller
Vendor #: 13282			
Background and/or Reason for Change Order Request:	Vehicle Parts Decrease remaining encumbrance & close contract <i>Expired 5/12/24</i>		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE	
A	Starting contract value
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B)
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease
E	New contract amount (C + D)
F	Percent of current contract value this Change Order represents (D / C)
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below: _____

PM	6911	Jul 21, 2025	<i>SMIT</i>	6910	7/27/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1768

Agenda Date: 8/5/2025

Agenda #: 8.F.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 8/15
CB 8/12

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1768

Purchase Order #: 5824-1-SERV	Original Purchase Order Date: Jun 1, 2022	Change Order #: 2	Department: Division of Transportation
Vendor Name: DOT-Groot		Vendor #: 10368	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Refuse & Recycling Disposal Decrease remaining encumbrance & close contract Expired 5/31/24		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE	
A	Starting contract value
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B)
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease
E	New contract amount (C + D)
F	Percent of current contract value this Change Order represents (D / C)
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below: _____

PM	6911	Jul 21, 2025	<i>SMC</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1769

Agenda Date: 8/5/2025

Agenda #: 8.G.

8/5 TC

consent
DOT 815
CB 8112



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

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1769

Purchase Order #: 5608-1-SERV	Original Purchase Order Date: Jan 29, 2022	Change Order #: 6	Department: Division of Transportation
Vendor Name: DOT - Lakeside International		Vendor #: 24397	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Navistar/International OEM Decrease remaining encumbrance & close contract <i>expired 11/28/24</i>		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$210,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$210,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$31,403.37)
E	New contract amount (C + D)	\$178,596.63
F	Percent of current contract value this Change Order represents (D / C)	-14.95%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-14.95%
DECISION MEMO NOT REQUIRED		

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

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	

PM	6911	Jul 21, 2025	<i>SM7</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer <i>[Signature]</i>		Date <i>7/23/2025</i>
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



Change Order

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1079

Agenda Date: 8/5/2025

Agenda #: 8.H.

DT-R-0030A-24

AMENDMENT TO RESOLUTION DT-R-0030-24
TO ALLIANCE CONTRACTORS, INC.
2024 RETAINING WALL REPAIR PROGRAM
SECTION 23-RETWL-04-MS
(INCREASE \$104,312.20, + 29.4%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0030-24 on August 13, 2024; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0030-24 to Alliance Contractors, Inc. for the 2024 Retaining Wall Repair Program, Section 23-RETWL-04-MS; and

WHEREAS, changes to the contract plans, pay items and/or contract quantities were necessary due to field conditions, as listed on the attached "Supporting Data for Amendment"; and

WHEREAS, to satisfy a previous agreement with an adjacent property owner it was necessary to add additional landscape material at one project location; and

WHEREAS, in order to comply with the Railroads safety regulations and access requirements for working adjacent to their property it was necessary for Alliance Contractors, Inc. to obtain a Railroad Permit and additional insurance; and

WHEREAS, an additional project location was included in the program budget, designed, and included in the original contract plans, but was eliminated prior to bidding due to Right-of-Way acquisition being incomplete; and

WHEREAS, during the course of the contract the Right-of-Way was acquired, and as the Contractor has agreed to extend the contract bid prices to the additional project location the Division of Transportation has determined it is in the best interest of the County to add the additional project location to the existing contract; and

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

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-R-0030-24, issued to Alliance Contractors, Inc., to increase the funding in the amount of \$104,312.20, resulting in an amended contract total amount of \$459,116.20, an increase of 29.4%.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

7212-1-SERV

WHEATON, ILLINOIS 60187

DT-R-0030-24

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

07/21/2025

Wheaton, IL 60187

DATE

CITY, STATE, ZIP

CITY, STATE, ZIP

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
						11803		11/30/2026		11/30/2027		Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT					UNIT PRICE	EXTENSION	
100-1500-3500-53320						Retaining Wall Repair Program						354,804.00	
						Section Number 23-RETWL-04-MS							
						Amendment DT-R-0030A-24							
100-1500-3500-53320						Increase						104,312.20	
											TOTAL	\$459,116.20	

VENDOR

Alliance Contractors, Inc. 1166 Lake Avenue, Woodstock, IL 60098

COMMITTEE APPROVAL	DATE
Transportation	08/05/25
County Board	08/12/25

<div style="border-bottom: 1px solid black; height: 40px; margin-bottom: 10px;"></div> <div style="border-bottom: 1px solid black; height: 40px; margin-bottom: 10px;"></div> <div style="border-bottom: 1px solid black; height: 40px;"></div>	<p style="font-size: 24px; font-weight: bold;">Signature on file</p> <div style="text-align: right; margin-top: 10px;"> </div> <div style="text-align: right; margin-top: 5px;"> <small>DATE</small> <u>7/21/25</u> </div>
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SUPPORTING DATA FOR
 AMENDMENT TO RESOLUTION DT-R-0030-24
 TO ALLIANCE CONTRACTORS, INC.
 2024 RETAINING WALL PROGRAM
 SECTION 23-RETWL-04-MS
 (TO INCREASE CONTRACT BY: \$104,312.20; +29.4%)

<u>NAME</u>	<u>BID AMOUNT</u>
Copenhaver Construction	\$435,320.02
Martam Construction, Inc.	\$408,240.00
Alliance Contractors, Inc.	\$354,804.00

Current Contract Amount:	\$354,804.00
Increase this Resolution:	\$104,312.20
Percent of Change:	+29.4%
Increase to Date:	\$104,312.20
Percent of Change:	+29.4%

Reason for Change:

Temporary Soil Retention System **\$13,156.50**

Additional quantity required based on existing field conditions encountered at the Winfield Rd wall location.

Segmental Concrete Block Wall **\$18,445.00**

Additional quantity required based on existing field conditions encountered at the Winfield Rd wall location.

Landscaping above Winfield Rd Wall **\$3,817.31**

Placement of different landscape material than was included in the contract above the wall to satisfy the agreement with adjacent property owner.

Railroad Permit and Fees **\$10,602.50**

Reimbursing Contractor for Railroad Permits fees, Insurance, and Railroad Flagging at the Yackley Ave location that were not anticipated when the Contract was signed.

Adding Naperville Road Wall Location **\$58,290.89**

This location was designed and included in the original Plans, but eliminated prior to bidding due to ROW acquisition. During the contract the ROW was acquired, and the Contractor has agreed to perform the work at the original contract prices.

Net Addition:	\$ 104,312.20
New Contract Total Amount:	\$ 459,116.20



Change Order

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1770

Agenda Date: 8/5/2025

Agenda #: 8.I.

DT-P-0154B-22

**AMENDMENT TO RESOLUTION DT-P-0154A-22
AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND KNIGHT E/A, INC.
PROFESSIONAL PHASE II DESIGN ENGINEERING SERVICES
FOR IMPROVEMENTS ALONG CH 21/FABYAN PARKWAY
FROM ILLINOIS ROUTE 38 TO THE COUNTY LINE
SECTION 08-00210-03-FP
(INCREASE \$75,452.66 +9.37%)**

WHEREAS, the DuPage County Board heretofore adopted Resolutions DT-P-0154A-22 on August 13, 2024 and DT-P-0154-22 on May 10, 2022, which approved a Local Public Agency Engineering Services Agreement between the County of DuPage and Knight E/A, Inc. (hereinafter referred to as CONSULTANT), to provide Professional Phase II Design Engineering Services for improvements along CH 21/Fabyan Parkway, from Illinois Route 38 to the County Line, Section 08-00210-03-FP; (hereinafter referred to as the AGREEMENT); and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation is \$805,354.66; and

WHEREAS, it has been determined that the existing drainage infrastructure adjacent to Fabyan Parkway cannot meet the current detention requirements for this project; and

WHEREAS, additional engineering work is needed to design a suitable alternative solution addressing the drainage needs for the roadway improvements, which were not included in the original scope of the contract; and

WHEREAS, the Transportation Committee recommends a change order to increase the contract in the amount of \$75,452.66 +9.37%, resulting in an amended contract total amount of \$880,807.32.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board adopt this Amendment to Resolution DT-P-0154A-22, issued to Knight E/A, Inc., to increase the contract in the amount of \$75,452.66 +9.37%, resulting in an amended contract total amount of \$880,807.32, a cumulative increase of 20.83%, and

BE IT FURTHER RESOLVED that four (4) original copies of this amending Resolution and AGREEMENT be sent to the STATE and one (1) original copy of this amending Resolution and AGREEMENT be sent to the CONSULTANT, by and through the DuPage County Division of Transportation.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

DOT 815
FI + CB 8/12

[Handwritten signature]
kbc

Date: Jul 22, 2025

MinuteTraQ (IQM2) ID #: 25-1770

Purchase Order #: 5805-1-SERV	Original Purchase Order Date: May 10, 2022	Change Order #: 6	Department: Division of Transportation
Vendor Name: Knight E/A, Inc.	Vendor #: 11046	Dept Contact: Kathleen Black Curcio	
Background and/or Reason for Change Order Request:	Professional Phase II Design Engineering Services for Fabyan Parkway from IL38 to County Line. Section # 08-00210-03-FP. Increase contract encumbrance (LN5-101-1500-3550-54040-FABYANPKWY) \$75,452.66.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$728,948.86
B	Net \$ change for previous Change Orders	\$76,405.80
C	Current contract amount (A + B)	\$805,354.66
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$75,452.66
E	New contract amount (C + D)	\$880,807.32
F	Percent of current contract value this Change Order represents (D / C)	9.37%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	20.83%
DECISION MEMO NOT REQUIRED		

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

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input checked="" type="checkbox"/> Increase \geq \$2,500.00, or \geq 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	

kbc	6892	Jul 22, 2025	<i>[Signature]</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer		Date
Chief Financial Officer		Date	Chairman's Office		Date
(Decision Memos Over \$25,000)		Date	(Decision Memos Over \$25,000)		Date



Decision Memo

Procurement Services Division

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

Date: 8-5-25

File ID #: 25-1770

Purchase Order #: 5805-1-SERV

Requesting Department: Division of Transportation	Department Contact: Dan Nowak
Contact Email: daniel.nowak@dupagecounty.gov	Contact Phone: 6909
Vendor Name: Knight E/A, Inc.	Vendor #:

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

The DOT has determined that the contract issued to Knight E/A, Inc. for Professional Phase II Design Engineering Services for the CH 21 / Fabyan Parkway from IL 38 to County Line requires additional work beyond the original scope of the project resulting in an increase to the contract in the amount of \$75,452.66.

Increase the upper limit of the contract by \$75,452.66.

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

The Fabyan Parkway - IL 38 to County Line project is progressing through Phase II engineering. During the development of the Phase II plans, it was determined that the project's use of the Kress Creek Reservoir for detention and compensatory storage would require additional modeling and permitting in order to determine if the reservoir had the additional capacity needed for the project. This would cause the project to be delayed an indefinite amount of time. In order to keep the project on schedule, a new detention and compensatory design needs to be pursued within the project site. This will require the plans, specifications, estimates, and stormwater permit to be updated by Knight E/A, Inc. Additionally, during the development of the Phase II plans, the DOT received notice from the FAA that the original Aeronautical Study has expired and a new Aeronautical Study must be submitted and approved in order for construction to commence. All of this work is not included in the original scope of the contract.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 24 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and understanding key issues of the project, experience of the firm and key personnel on similar projects, and any strategies to ensure timely completion of the phase I updated and design phase are met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Knight E/A, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

1. Supplement the contract to Knight E/A, Inc. This is the recommended option.
2. Contract with another firm. Not recommended due to staff's determination that Knight E/A, Inc. is the most qualified to perform this work and has been awarded a design engineering contract for this work.
3. Do not supplement the current contract. Not recommended as the DOT does not possess the staff resources or the technology to perform this work and must contract for these services.

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

The FY25 fiscal impact for this supplement is anticipated to be \$75,452.66. The DOT has sufficient funds to account for this increase.

SCOPE OF WORK

Proposed improvements to Fabyan Parkway (CH 21) from IL 38 to the County Line, Section 08-00210-03-FP, are anticipated to include two 12-foot thru lanes in each direction separated by an 18-foot barrier median, with dual left turn lanes and a right turn lane in both directions at the intersection of Fabyan Parkway and Technology Boulevard. Additional scope includes a multi-use path on the south side of Fabyan Parkway between Technology Boulevard and McChesney Road, a combination of open and closed drainage, and the replacement of the double box culvert at Kress Creek.

The proposed limits of construction will extend from approximately eight hundred feet west of IL 38 to the DuPage/Kane County line. The limits of improvement measure approximately 8,000 feet.

During the development of the Phase II plans, after the prefinal submittal, meetings were held with DuPage County Stormwater Management (Stormwater) and the City of West Chicago to discuss the project's use of the Kress Creek Reservoir for detention and compensatory storage for the Fabyan Parkway Project and general project detention and compensatory storage requirements. There was prior discussions during Phase I that would have allowed excess capacity of the reservoir to be use for the roadway detention and compensatory storage. From the meetings with Stormwater and West Chicago, additional modeling and permitting would be required in order to determine if the reservoir had the additional capacity needed for the roadway project. DuPage County decided that in order to keep the project on schedule, they would pursue a design that provides detention and compensatory storage on the project site. New detention calculations, new compensatory storage calculations, revised plans, right-of-way analysis, new/revised quantities, and revised stormwater permit application will be required meeting the City of West Chicago requirements will be required.

During the development of Phase II plans, after the prefinal submittal, DuPage County Division of Transportation received notice that the Aeronautical Study which was submitted in 2009 was expired and con not be extended. A new Aeronautical Study must be submitted and approved in order for construction to be allowed. Filing of Form 7460-1 and location exhibit is required in order to obtain a Determination of No Hazard to Air Navigation Letter for this project.

Knight proposes to perform the following supplemental Phase II Engineering services. These services are in addition to the services provided in the original agreement dated May 10, 2020 and Amendment 1 dated August 29, 2024 . The attached Workhour Estimate and CECS provide additional detailed information in a similar order as provided below.

Stormwater Detention and Compensatory Storage Determination and Analysis

Fabyan Parkway will need detention and compensatory storage provided for the increased imperviousness and fill in the floodplain from the widening and reconstruction. Previously, the volumes for this were assumed to be provided in the Kress Creek reservoir, which is unknown if it is presently available to be used. Because of this, a new concept and analysis is needed for detention and compensatory storage. Additionally, the Stormwater Permit application which was developed for the Kress Creek Reservoir for submittal to DuPage County Stormwater Management will need to be modified to reflect the new concept/analysis and to be submitted to the City of West Chicago. Knight will provide the following:

- Outlet evaluation of all six outlets
- Calculate pre- and post-development runoff rates using NRCS Curve Number and TR-55 methods
- Delineate drainage subbasins
- XPSWMM model setup for existing and proposed conditions for all six outlets
- Size outlet structure to meet release rate criteria
- Design overflow spillway to prevent upstream flooding
- Attempt to locate detention in available ROW thru oversized ditches and/or storm sewers
- Attempt to locate Compensatory Storage volume in available ROW to accommodate floodway fill
- Recommend necessary revisions to right of way and/or easements to accommodate detention and compensatory storage areas.
- Prepare technical memorandum that documents the results and recommendation
- Coordinate with DuPage County and West Chicago and Prepare a Disposition of Comments to address comments.
- Revise Proposed Drainage Plans and Profiles, Drainage Schedules
- Develop Detention Basin and Outlet Control Details
- Develop Detention Basin Grading
- Develop Detention volume calculations to show what is required
- Develop Compensatory Storage Calculations to show what is required
- Develop a concept plan that reflects the Detention and Compensatory Storage, requirements
- Revise the Stormwater Permit Application to reflect the new concepts
- Provide City of West Chicago site development permit application.

Deliverables: Detention and Compensatory Storage Calculations and Concept Plan, Revised Stormwater Permit Application, City of West Chicago Site Development Permit Application.

PreFinal Plan Resubmittal

Based on the findings of the Stormwater Detention Analysis, Plans, Specifications, and Estimates will be revised to reflect the requirements of the Stormwater Detention and Compensatory Storage Analysis. Additionally, grading of the southern shoulder area from Kress Creek to the Poorman development for a future multi-use path shelf will be investigated and provided if feasible. We anticipate the following will be revised:

Sheets to have design updates:

Summary of Quantities	4 sheets
Schedules	5 sheets
Maintenance of Traffic	6 sheet
Erosion Control Plans	15 sheets
Drainage Plans	15 sheets
Drainage Schedules	8 sheets
Landscaping Plans	15 sheets
Cross Sections	60 sheets
Plan Detail for Comp. Storage	1 sheet (new)
Outlet Control Structures Details	1 sheet (new)

Sheets that will have updates due to revised ROW, easements, structures, pipes, etc:

Removal Plans	15 sheets
Plan and Profiles	15 sheets
Maintenance of Traffic	68 sheets
Pavement Marking and Signing Plan	15 sheets
Temporary Traffic Signal Plan	6 sheets
Traffic Signal Plans	2 sheets
Lighting Plans	15 sheets

Specifications will need to be updated for new pay items

Cost Estimate will need to be updated for quantity revisions

Deliverables: Knight will provide revised plans, specifications, and cost estimate reflecting the changes associated with the detention and compensatory storage changes identified in the previous task.

Aeronautical Study

Due to the expiration of the 2009 Aeronautical Study, a new submission is required to the FAA. Knight will prepare FAA Form 7640-1 along with a location exhibit on a USGS 7.5 minute Quadrangle Map and submit to the FAA for review. The expected result of this is a Determination of No Hazard to Air Navigation Letter, since nothing has changed since the 2009 submittal. One round of comments and resubmittal is included in this work.

Deliverables: Knight will submit FAA Form 7640-1 and location exhibit. Knight will respond to one round of comments and resubmit the required documents in order to obtain a Determination of No Hazard to Air Navigation Letter.

Coordination

Meetings with DuPage County Stormwater Management, City of West Chicago, and DuPage County are needed to discuss the projects path forward regarding the change in stormwater design. Knight will or has attended three (3) meetings and will/has prepared agendas and meeting minutes.

Assumptions

All assumptions from the original agreement and Amendment 1 are still in effect. There are no new general assumptions, other than what is outlined in the proposed items above.

QC/QA

All work shall be completed to meet current IDOT and DuPage County policies, procedures and standards and reviewed according to Knight quality control and quality assurance procedures.

Payroll Escalation Table
 Fixed Raises
 DLM 2.80

FIRM NAME: Knight E/A, Inc.
 PRIME/SUPPL: Prime
 ROUTE: Fabyan Pkwy (CH 21)
 SECTION: 08-00210-03-FP
 COUNTY: DuPage

DATE: 06/27/24
 PTB NO. N/A

CONTRACT TERM 24 MONTHS
 START DATE 6/1/2024
 RAISE DATE 1/1/2025

OVERHEAD RATE 141.08%
 COMPLEXITY FACTOR 0
 % OF RAISE 3.00%

6/1/2024 - 1/1/2025	1/2/2025 1/1/2026	1/2/2026 6/1/2026	
<u>7</u> 24	<u>12</u> 24	<u>5</u> 24	
29.17%	51.50%	22.10%	

The total escalation for this project would be: 2.77%

06/27/24
DATE

ESCALATION FACTOR = 2.77%

43

**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

FIRM: Knight E/A, Inc.
 ROUTE: Fabyan Pkwy (CH 21)
 SECTION: 08-00210-03-FP
 COUNTY: DuPage
 JOB NO.: N/A

OVERHEAD RATE 141.08%
 COMPLEXITY FACTOR 0

DATE: 06/27/24
12/21/2023

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) x PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
	Phase II Plan Development	196	11,839.00	33,149.20				33,149.20	43.93%
	Other Phase II PS&E Tasks	46	2,982.80	8,351.84				8,351.84	11.07%
	Stormwater Detention and Compensatory S	136	8,859.96	24,807.89				24,807.89	32.88%
	Aeronautical Study	12	769.62	2,154.94				2,154.94	2.86%
	Administration	16	1,248.00	3,494.40				3,494.40	4.63%
	QAQC	16	1,248.00	3,494.40				3,494.40	4.63%
	TOTALS	422	26,947.38	75,452.66	0.00	0.00	0.00	75,452.66	100.00%

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

FIRM:	<u>Knight E/A, Inc.</u>
JOB NO.:	<u>N/A</u>

ROUTE:	Fabyan Pkwy (CH 21)
SECTION:	08-00210-03-FP
COUNTY:	DuPage

DATE: 06/27/24

SHEET 1 **of** 2

Payroll Classification	Avg Houlrly Rates	Total Project Rates			Phase II Plan Development			Other Phase II PS&E Tasks			nd Compensatory Storage Det			Aeronautical Study			Administration		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal (Vice President)	78.00	0																	
Project Manager (Principa Engineer)	78.00	57	13.51%	10.54				5	10.87%	8.48	20	14.71%	11.47				16	100.00%	78.00
Senior Engineer II, Planner II	73.62	20	4.74%	3.49							20	14.71%	10.83						
Senior Engineer I, Planner I	70.36	58	13.74%	9.67	30	15.31%	10.77	10	21.74%	15.30	16	11.76%	8.28	2	16.67%	11.73			
Project Engineer II, Planner II	62.89	130	30.81%	19.37	80	40.82%	25.67	20	43.48%	27.34	20	14.71%	9.25	10	83.33%	52.41			
Project Engineer I, Planner I	57.40	121	28.67%	16.46	50	25.51%	14.64	11	23.91%	13.73	60	44.12%	25.32						
Engineer IV, Planner IV	50.75	36	8.53%	4.33	36	18.37%	9.32												
Engineer III, Planner III	45.80	0																	
Engineer II, Planner II, Designer III	42.06	0																	
Engineer I, Planner I, Designer II	33.09	0																	
Senior Administration	73.37	0																	
Office Administration	28.16	0																	
0	0.00	0																	
0	0.00	0																	
0	0.00	0																	
0	0.00	0																	
0	0.00	0																	
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0	0.00	0																	
TOTALS		422	100%	\$63.86	196	100.00%	\$60.40	46	100%	\$64.84	136	100%	\$65.15	12	100%	\$64.14	16	100%	\$78.00

AVERAGE HOURLY PROJECT RATES

FIRM:	<u>Knight E/A, Inc.</u>
JOB NO.:	<u>N/A</u>

ROUTE:	Fabyan Pkwy (CH 21)
SECTION:	08-00210-03-FP
COUNTY:	DuPage

DATE: 06/27/24

SHEET **2** **of** **2**

Payroll Classification	Rate	QAQC																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal (Vice President)	78.00																		
Project Manager (Prinicpal Engineer)	78.00	16	100.00%	78.00															
Senior Engineer II, Planner II	73.62																		
Senior Engineer I, Planner I	70.36																		
Project Engineer II, Planner II	62.89																		
Project Engineer I, Planner I	57.40																		
Engineer IV, Planner IV	50.75																		
Engineer III, Planner III	45.80																		
Engineer II, Planner II, Designer III	42.06																		
Engineer I, Planner I, Designer II	33.09																		
Senior Administration	73.37																		
Office Administration	28.16																		
0	0.00																		
0	0.00																		
0	0.00																		
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0	0.00																		
0	0.00																		
TOTALS		16	100%	\$78.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Knight E/A, Inc.	N/A	N/A
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>06/27/25</u>		

Consultant
n/a

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Completed 06/27/25

Page 1 of 2

BDE 436 (Rev. 01/09/24)
File Code: 06.014.0101

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					

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

LEGEND

W.O. = Work Order

J.S. = Job Specific

Workhour Estimate			Fabyan Parkway (CH 21)
Type of Work: <u>Phase II Engineering (Ammendment 2 Draft)</u> Route: <u>Fabyan Parkway (CH 21)</u>		Location: <u>IL 38 to DuPage/Kane County Line Interchange</u> Section: <u>08-00210-03-FP</u>	
Task Item	Shts	Hours	Workhour Calculations/ Remarks
A) Phase II Plan Development			
1) Cover Sheet, Index, Standards			
2) General Notes, Legend, Mix Req's, Commitments			
3) Summary of Quantities	4	4	Revisions to storm sewers, drainage structures, earth work, landscaping, etc. New pay items for control structures, oversized pipes, etc. 4 sht @ 1 hr/sht
4) Typical Sections			
5) Schedule of Quantities	5	10	Revisions to storm sewers, drainage structures, earth work, landscaping, etc. 5 sht @ 2 hr/sht
6) Survey Layout Information (Alignments, Ties, BM's)			
7) Removal Plans	15	1	Ancillary updates to sheets due to revisions to Right of way, easements, structures, etc. and check for conflicts 1 hour total
8) Plan and Profile Sheets (Roadway)	15	1	Ancillary updates to sheets due to revisions to Right of way, easements, structures, etc. and check for conflicts 1 hour total
9) Traffic Control (Staging) Plans	21	8	Sequencing updates, Typical cross Section updates 6 sht @ 0.5 hr/sht Right of Way and Easement changes 5 hours total
9a) MOT staging Coordination for NRR Letters			
10) Detour Plans			
11) Soil Erosion and Sediment Control Plans	15	8	Revisions due to changes to the limits of construction, new easement shapes, update temp seeding, EC Blanket, mulch, etc.
12) Drainage and Utilities Plans (Roadway)	23	61	Ditch Profiles revisions, storm sewer reconfigurations, control structures, ditch checks 15 sht @ 3 hr/sht, Drainage Schedule updates 8 sht @ 2 hr/sht
13) Plan Details for Compensatory Storage Areas	1	16	New sheet 1 sht @ 16hr/sht
14) Right-of-Way Plans			
15) Intersection and ADA Ramp Details			
16) Superelevation Details			
17) Pavement Marking and Signing Plans	15	1	Ancillary updates to sheets due to revisions to Right of way, easements, structures, etc. and check for conflicts 1 hour total
18) Landscaping Plans	15	16	Revisions due to changes to the limits of construction, update seeding, fertilizers, plugs, additional wetland plantings.
19) Traffic Signal Plans	15	1	Ancillary updates to sheets due to revisions to Right of way, easements, structures, etc. and check for conflicts 1 hour total
20) Temporary Traffic Signal Plans			
21) Traffic Signal Interconnect Plans			
a) Scenario #1: Cellular Install			
b) Scenario #2: Fiber West to Kautz Road			
c) Scenario #3: Fiber East to Private Drive			
22) Lighting Plans	15	1	Ancillary updates to sheets due to revisions to Right of way, easements, structures, etc. and check for conflicts 1 hour total
a) Lighting Design			
b) Cable/Conduit Layout and Design			
c) Plans Sheets			
d) Wiring and Diagram Details			
e) Controller and Panel Equipment Details			
f) Light Foundation and Anchor Bolt Details			
g) Misc Electrical Details			
23) Temporary Lighting Plans			
24) Bridge Plans			

Workhour Estimate	Fabyan Parkway (CH 21)
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Type of Work: <u>Phase II Engineering (Ammendment 2 Draft)</u>		Location: <u>IL 38 to DuPage/Kane County Line Interchange</u>	
Route: <u>Fabyan Parkway (CH 21)</u>		Section: <u>08-00210-03-FP</u>	
Task Item	Shts	Hours	Workhour Calculations/ Remarks
25) Wetland Details			
26) Culvert Plans			
27) Misc Details	1	8	New Ditch check and Outlet control structure details
28) Cross Sections	60	60	Cross sections will need to be updated to reflect ditch regrading and widening. Assume 120 cross section at 0.5 hour/section (2 sections/sht=60 sheets)
29) Highway Standards			
Sub-total A)	220	196	
B) Other Phase II PS&E Tasks			
1) Quantity Calculations		12	Quantity revisions for earthworks, new oversized storm sewers, structures.
2) Special Provisions		12	New special pay items will be required for control structures, and ditch checks
3) Estimate of Cost		10	Cost estimate will need updating to reflect revised and new pay items
4) Estimate of Time			
5) Site Visits			
6) Phase III Consultation			
7) Meetings		12	Three meetings, agendas, minutes 2 people @ 2hr/meeting 3 meetings
Sub-total B)		46	
C) Plats and Legal Descriptions			
1) Refine/Finalize Pr ROW and Easement Limits			
2) Land Boundary/Owner Research, Field Monument Verif			
3) Title Commitments			
4) Prepare ROW and Easement Plats			
5) Prepare ROW and Easement Legal Descriptions			
6) Monument all Permanent Parcels and Permanent Easements			
7) Coordination of Land Acquisition Services			
Sub-total C)		0	
D) Appraisal, Appraisal Review and Negotiation			
1) Appraisal Services			
2) Review Appraisal Services			
3) Negotiation Services			
4) Parcel Acquisitions & Close-out Services			
5) Coordination of Land Acquisition Services			
Sub-total D)		0	
E) Design, Permitting and Coordination			
1) Coordinate Intersection and Traffic Signal Impacts at IL 38			
2) Pre-Construction Informational Meeting			
3) Utility Coordination			
4) Pavement Design			
5) Guardrail LON Assessment/Calculations			
6) US Army Corps Regional Permit Application			
7) Storm Water and Floodway Permitting			
8) IEPA Notice of Intent (NOI) and SWPPP			

Workhour Estimate		Fabyan Parkway (CH 21)	
Type of Work: <u>Phase II Engineering (Ammendment 2 Draft)</u> Route: <u>Fabyan Parkway (CH 21)</u>		Location: <u>IL 38 to DuPage/Kane County Line Interchange</u> Section: <u>08-00210-03-FP</u>	
Task Item	Shts	Hours	Workhour Calculations/ Remarks
9) DuPage County Coordination Meetings (assume 3 mtg)			
10) IDOT Local Roads Coordination Meeting			
11) CCDD Evaluation/Coordination			
12) Jurisdiction Wetland Determination Updates			
13) Proposed R.O.W. and Easements			
14) Fabyan/Technology Boulevard Intersection			
Sub-total E)		0	
F) As-needed			
15) As needed hours (to be authorized by DuPage County)			Hours to be authorized for use by DuPage County for out of scope items
Sub-total F)		0	
G) Stormwater Detention and Compensatory Storage Determination and Analysis			
1) Outlet evaluations for all six outlets (existing and proposed conditions), including drainage delineation and hydrologic parameter calculations		24	6 outlets @ 4 hr/outlet
2) XPSWMM model setup for existing and proposed conditions for all six outlets		40	New model for roadway including area delineations, tc, CN, existing ditches and culverts, proposed storm sewers.
3) Development of detention storage system		24	Ditch and storm sewer based detention system for each outlet.
4) Compensatory Stroage Concept		16	
5) Results Tabulation		8	Summarize all outlets and the detention and compensatory storage concepts.
6) Memo/report preparation		16	Modify the stormwater permit to reflect new dentention and compensatory storage concepts.
7) City of West Chicago Site Permit Application		8	City of West Chicago Permit Application and exhibits.
Sub-total G)		136	
H) PreFinal Plan Resubmittal			
1) See sheet revisions in section "A"			
Sub-total H)		0	
I) Aeronautical Study			
1) Fill out and submit FAA Form 7640-1 with exhibit		8	
2) Respond to one round of comments and resubmit/obtain Clearence Letter		4	
Sub-total I)		12	
Totals			
1) Sub-total (A) thru (E)		390	
2) Admin/ Management	----	16	Figure 4% of Sub-total (A) thru (F)
3) QC/QA		16	Figure 4% of Sub-total (A) thru (F)
Grand Total	0	422	
Name of Consultant: _____ Date of Estimate: _____		APPROVED: _____ DATE: _____	



Required Vendor Ethics Disclosure Statement

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

Date: Jun 27, 2025

Bid/Contract/PO #: 08-00210-03-FP

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

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

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

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	Telephone	Email

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

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

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

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

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

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

Authorized Signature **Signature on file** _____
Printed Name Melissa Mulhern /
Title Chief Financial Officer
Date Jun 27, 2025

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



Transportation Requisition under \$30,000

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1743

Agenda Date: 8/5/2025

Agenda #: 9.A.



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1743	RFP, BID, QUOTE OR RENEWAL #: OMNIA Contract #222886	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$15,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Cintas Corporation No. 2	VENDOR #: 11863	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Jeremy Jordan	VENDOR CONTACT PHONE: 630-343-3143	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: jordanj4@cintas.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-59	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).

Recommendation for the approval of a contract purchase order to Cintas Corporation., to furnish and deliver rental of mechanics uniforms, floor mats and medical supplies for the Division of Transportation, for the period September 12, 2025 through August 31, 2026, for a contract total not to exceed \$15,000.00; contract pursuant to the Intergovernmental Cooperation Act (OMNIA Contract #222886).

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

Employee uniforms are necessary to identify County Employees and to supply employees with safety clothing and apparel while performing the day to day operations of the Division of Transportation. First aid supplies help staff respond effectively to common injuries and emergencies. Floor mat rentals capture dirt and liquids to protect flooring and provide a safe surface to walk on near entryways.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This contract was setup using the cooperative OMNIA Contract #222886.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. DOT staff recommends issuing a purchase order to Cintas Corporation, using the OMNIA Contract #222886. 2. The OMNIA cooperative has proven to be cost savings over going out for bid.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Cintas Corporation No. 2	Vendor#: 11863	Dept: Division of Transportation	Division: Accounts Payable
Attn: Jeremy Jordan	Email: jordanj4@cintas.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 1150 Windham Pkwy	City: Romeville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60446	State: IL	Zip: 60187
Phone: 630-343-3143	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Cintas Corporation No. 2	Vendor#: 11863	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: PO Box 88005	City: Chicago	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60680-1005	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 12, 2025	Contract End Date (PO25): Aug 31, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Rental of Mechanic Uniforms & Floor Mats	FY25	1500	3520	53410		2,000.00	2,000.00
2	1	EA		140 Bldg - Medical Supplies	FY25	1500	3510	52320		1,000.00	1,000.00
3	1	EA		180 Bldg - Medical Supplies	FY25	1500	3520	52320		1,000.00	1,000.00
4	1	EA		Rental of Mechanic Uniforms & Floor Mats	FY26	1500	3520	53410		7,000.00	7,000.00
5	1	EA		140 Bldg - Medical Supplies	FY26	1500	3510	52320		2,000.00	2,000.00
6	1	EA		180 Bldg - Medical Supplies	FY26	1500	3520	52320		2,000.00	2,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 15,000.00

Comments	
HEADER COMMENTS	<p>Provide comments for P020 and P025.</p> <p>To furnish and deliver rental of mechanics uniforms, floor mats and medical supplies for the Division of Transportation.</p>
SPECIAL INSTRUCTIONS	<p>Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.</p> <p>Email Approved PO to: Jeremy Jordan, William Wilcox (wilcoxw@cintas.com), William Bell, Roula Eikosidekas and Mike Figuray.</p>
INTERNAL NOTES	<p>Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.</p> <p>see above.</p>
APPROVALS	<p>Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.</p>

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4141 / FAX: (520) 791-4735
SALVADOR.SERVINIII@TUCSONAZ.GOV
ISSUE DATE: 4/30/2025

CONTRACT # 222886-01
CONTRACT ADDENDUM NUMBER: FOUR (4)
PAGE 1 of 3
SS
CONTRACT OFFICER: SALVADOR SERVIN III

Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): PRICE ADJUSTMENT

In accordance with Contract Special Terms and Conditions, Section F.6., "Price Adjustment", the City hereby accepts the proposed price adjustment. The pricing shall be replaced in its entirety per the attached price pages for the period of September 12, 2025 through August 31, 2026.

The City of Tucson authorizes a 2.4% price adjustment increase to all contract items per Attachment A, attached below.

All non-contracted items are subject to the price adjustment and are priced pursuant to the structure detailed in the Contract # 222886-01.

ITEM TWO (2): STANDARD TERMS AND CONDITIONS ADDITION

In accordance with Contract, "Standard Terms and Conditions", Subsection "Prevention of Heat-Related Illnesses and Injuries" the City hereby adds the following language upon execution of this addendum:

H.44. PREVENTION OF HEAT-RELATED ILLNESSES AND INJURIES

If Contractor's employees or contract workers will perform work under this Contract in an outdoor environment, Contractor must have and implement a written plan listing the preventative and proactive measures that Contractor will take to protect those employees and contract workers from heat hazards (the "Heat Safety Plan") while performing that work. The City may request a copy of this Heat Safety Plan and documentation of all heat safety and mitigation efforts currently implemented by Contractor to prevent heat-related illnesses and injuries for work done under this Contract. The Heat Safety Plan must also be posted where it is accessible to employees. At a minimum, the Heat Safety Plan must include each of the following elements as it relates to heat safety:

1. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.

2. Ability to take regular and necessary breaks as needed and additional breaks for hydration.

3. Access to shaded areas and/or air conditioning.

4. Access to air conditioning in vehicles with enclosed cabs.

5. Effective acclimatization practices to promote the physiological adaptation of employees or contract workers newly assigned or reassigned to work in an outside environment.

6. Training of employees and contract workers, no later than one week prior to being deployed to work in an outdoor environment, on heat illness and injury that focuses on environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures, and how to report heat illness and injury to emergency medical personnel.

7. The posting of signage at the job site that contains information, in both English and Spanish, explaining how to (a) recognize and report signs and symptoms of heat illness and injury; (b) administer appropriate first aid

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4141 / FAX: (520) 791-4735
SALVADOR.SERVINiii@TUCSONAZ.GOV
ISSUE DATE: 4/30/2025

CONTRACT # 222886-01
CONTRACT ADDENDUM NUMBER: FOUR (4)
PAGE 2 of 3
SS
CONTRACT OFFICER: SALVADOR SERVIN III

measures, and (c) report heat-related illness and injury to emergency medical personnel. The signage must also include a phone number for reporting heat violations to OSHA/ADOSH.

8. Providing written notification to all employees and contract workers regarding their new worker protections under this provision. This notification shall be provided to existing employees and during the onboarding process for new employees. The notification shall be provided to each worker in the language preferred by that worker and must be posted in the workplace.

Contractor will incorporate this section in all subcontracts with subcontractors or other entities or individuals who may perform work under this Contract, including the requirement that those subcontractors impose the same obligations under any sub-subcontractors. It is the obligation of Contractor to ensure compliance with this provision by its subcontractors. City may terminate this Contract for failure to comply with this provision.

[LEFT INTENTIONALLY BLANK]

END OF ADDENDUM ITEMS

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4141 / FAX: (520) 791-4735
SALVADOR.SERVINiii@TUCSONAZ.GOV
ISSUE DATE: 4/30/2025

CONTRACT # 222886-01
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PAGE 3 of 3
SS
CONTRACT OFFICER: SALVADOR SERVIN III

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Cintas Corporation NO. 2

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE ADDENDUM

Signature on file

5/14/2025

Signature of person authorized to sign Date
Ryan Duncan ENAM

Name and Title (typed or printed legibly)
National Account Manager- Cooperative Purchasing

Company Name
Cintas Corporation #2

Address
duncanr@cintas.com

Email Address
6800 Cintas Blvd, Mason, OH 45040

City State Zip

Contact information for Sales/Account
Representative for daily business operations:

Name and Title (typed or printed legibly)

Phone Number

Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM
IS HEREBY EXECUTED THIS 14th DAY
OF May, 2025, AT TUCSON, ARIZONA.

Signature on file

for
Director of Business Services and not personally

Signature on file
5/14/2025

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Cintas Corporation No.2

Company Name

23345 N 23rd Ave Suite 170

Address

Phoenix AZ 85027

State Zip

Signature on file

Signature of Person Authorized to Sign

Printed Name

Major Account Manager-Government

Title

Name: Brett Herzog

Title: Major Account Manager-Government

Phone: (949) 910-1718

Fax:

E-mail: HerzogB2@cintas.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 22 2886-01.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 15th day of July 20 22

Signature on file for

As Tucson City Attorney and not personally personally

Awarded:

This 12th day of July 20 22

Signature on file

As Director of Business Services and not

OMNIA FAS 2023 ZN # 9200002758 US Price List		
Item Number	Description	Pricing
280020	Lens/Screen Pads 100/BX	\$ 10.07
163050	Burn Relief Packet/6PK	\$ 4.60
1030300	Woundseal Pour Pack (2)	\$ 13.14
119260	Allergy Relief Tablet Med	\$ 9.90
121220	Aleve Small	\$ 3.64
573772	Dayquil Severe Small	\$ 5.19
79191	Mucinex Small	\$ 8.70
111929	Ibuprofen Tabs Small	\$ 3.44
111989	Ibuprofen Tabs Medium	\$ 7.00
111999	Ibuprofen Tabs Large	\$ 15.51
113029	Cold Relief Max/Str Small	\$ 13.29
112039	Cold Relief Max/Str Medium	\$ 8.70
12221	Liquid Bandage Small	\$ 7.70
150110	Tweezers, Metal IND/3PK	\$ 4.05
51030	Hand Sanitizer Small	\$ 1.89
130100	Eyewash, 1/2oz medium	\$ 11.84
122249	Glucose, Small	\$ 9.66
102435	Lipaid, Small	\$ 2.30
102640	Biofreeze Muscle Relief, Small	\$ 4.69
119250	Anti-Diarrheal Caplets, Small	\$ 6.56
43729	X-Long Bandage Medium	\$ 5.83
164010	Cool & Soothe 6/BOX	\$ 10.77
111659	Pain Away X-Strength Small	\$ 14.21
43658	Waterproof Clear Strips	\$ 5.72
44269	Elastic Strip Medium	\$ 4.52
111230	Aspirin Org St, 50 CT	\$ 10.27
130000	Thera Tears Small	\$ 4.08
100019	Triple Antibiotic Ointment Medium	\$ 4.84
44429	Large Patch 2"x3", Medium	\$ 4.25
71318	STECH CVRL ELST WR/ANK M	\$ 162.75
8307196	STECH CVRL ELST WRT ANK/L	\$ 170.89
8307197	STECH CVRL ELST WR/AK XL	\$ 170.89
8307198	STECH CVRL ELST WR ANK/2X	\$ 170.89
8307199	STECH CVRL ELST WR ANK/3X	\$ 181.15
65017	FIRST AID COURSE /STUDENT	\$ 95.40
65023	O2 AWARENESS CLASS	\$ 132.30
65223	LADDER SAFETY CLASS	\$ 721.80
65230	HEARING CONSERVATION CLASS	\$ 721.80
65236	MACH SAFEGUAD CLASS	\$ 721.80
65242	ELECTRICAL AWARENESS TRAINING	\$ 721.80
65262	HAZARDOUS WASTE CLEANUP	\$ 1,795.50
65400	OSHA 10 GENERAL INDUSTRY COURSE UP TO 10	\$ 3,888.00
79301	FRKLFT WRKSHP WALLET CARD	\$ 0.64
79893	FALL PREV FOR GEN INDSTRY DVD	\$ 429.26

79896	FORKLIFT WORKSHOP DVD	\$ 536.85
133441_U	SD EYEWASH Service Agreement	\$ 95.76
163021	BURN RELIEF 4X4 DRESSING	\$ 22.69
170420	70-160 CPR MICROSHLD W/GLVS	\$ 22.10
306570	SACCHARIN SENS SOLUTION 6/PACK	\$ 8.88
306580	SACCHARIN FIT TEST SOLUTION 6/PACK	\$ 8.88
306590	BITREX SENS SOLTN 2041-11K	\$ 10.63
306600	BITREX TEST SOLTN 2041-12K 6/BX	\$ 10.63
560041	HAZCOM HANDBOOK SPANI	\$ 7.94
561341	FRKLFT WRKSHP OPRTR HNDBK SP	\$ 6.51
561343	BLDBNE PATH WKPLC HNDBK SP	\$ 6.51
561344	PERS PROT EQPMT HNDBK	\$ 6.51
561346	LOTO SAFETY HNDBK SP	\$ 6.51
574485	NFPA 70E ARC FLASH TRNG	\$ 4,374.00
574488	ELCTRCL SAFETY HANDBOOK	\$ 5.11
574637	CNFD SPACE/DNGR PLC HNDBK	\$ 29.97
580010	OSHA 10/30 HR ST MANUAL	\$ 125.42
580389	TRANSLATOR FEE	\$ 309.60
583628	FALL PROT FOR CNSTR HNDBK	\$ 6.76
583629	EXTNGUSHING RISK HDBK SPN	\$ 5.11
583633	RSP PRT BRTH SFLY HDBK SP	\$ 5.11
584015	PALLET JACKS TRAINING DVD	\$ 429.26
588506	LKOUT/TAGOUT DVD W/EYECUE	\$ 536.85
588511	RESP PROTECT DVD/EYECUE	\$ 466.83
591336	HAZMANT/HANDBOOK/ALL EMP	\$ 8.03
594190	CONF SPACES ENTRY TEAM HNDBK	\$ 6.80
598768	BBP EMP HANDBOOK SPANISH	\$ 5.74
599292	CINTAS FRKLFT SFTY TRNPK	\$ 150.66
599796	FRKIFT INS BKS ENG/SP	\$ 17.15
600774	FRKLFT WRKSHP EC VID BK TRNG KIT/ENG	\$ 270.60
603998	WALKING WRKG SURFACES HDBK	\$ 52.84
604938	FALL PROT GENERAL INDUSTRY	\$ 429.26
605824	LADDER SFTY HNDK ENG	\$ 19.30
605826	FALL PROT HNDBK ENG	\$ 6.51
605827	FALL PROT HNDBK SPAN	\$ 6.51
609130	HAZ COMMUN/GHS TRAIN THE TRAINER	\$ 1,903.50
609442	SPN HRTSVR FA CPR AED STDNT WORKBOOK	\$ 73.40
613504	CINTAS WPV STUDENT HNDBK	\$ 4.90
614113	SEXUAL HARASSMENT PREVENTION -HB ENG	\$ 22.76
618236	EMERGENCY RESPONSE GUIDE B	\$ 61.13
618245	CRANE SAFETY-HAND SIGNAL HANDBOOK	\$ 4.90
618246	CRANE SAFETY INTRO HANDBOOK	\$ 4.90
618247	CRANE SAFETY RIGGING HANDBOOK	\$ 4.90
618924	WORKPLACE VIOLENCE EMPLOYEE HANDBOOK	\$ 26.96

619537	Eyewash Additive	\$ 71.24
652231	LADDER INSPECTION	\$ 54.90
700001	WaterBreak Cooler Agrmt	\$ 49.50
619379XS	GLV SD TEC PRO MICROFM NTRL XS	\$ 55.76
619379S	GLV SD TEC PRO MICROFM NTRL S	\$ 55.76
619379M	GLV SD TEC PRO MICROFM NTRL M	\$ 55.76
619379L	GLV SD TEC PRO MICROFM NTRL L	\$ 55.76
619379XL1	GLV SD TEC PRO MICROFM NTRL XL	\$ 55.76
619379XL2	GLV SD TEC PRO MICROFM NTRL 2XL	\$ 55.76
8307142	REPLACEMENT FIT TEST HOOD	\$ 98.26
1704950	GLV LEATHER PALM SPLIT COW ECON 2XL	\$ 33.73
616656SC	FALL PROTECTION COURSE SUBCON	\$ 967.14
65205SC	CONFINED SPACE CLASS	\$ 723.51
65400VR	CLS 10 HOUR GENERAL IND VR	\$ 310.50
65402SC	OSHA 30 HR GEN INDUSTRY	\$ 1,035.81
65402VR	CLS 30 HOUR GENERAL IND VR	\$ 624.61
65507SC	HAZWOPER 8HR REFRESHER	\$ 308.14
65698SC	RIGGING SAFETY CLASS	\$ 774.83
13040	EYE WASH, 1 OZ BOTTLE	\$ 10.07
13129	CINTAS 3 SHELF FIRST AID CABINET	\$ 359.10
13216	EYEWASH STATION MAT	\$ 72.84
14129	CINTAS 4 SHELF FIRST AID CABINET	\$ 359.10
15129	CINTAS 5 SHELF FULL FIRST AID CABINET	\$ 440.10
19020	HI-VIS EYE WASH STA EMPTY	\$ 37.35
19110	Deluxe AED Cabinet w/Alarm	\$ 248.89
19120	Basice AED Cabinet w/no Alarm	\$ 144.19
19140	XI AED Cabinet w/Alarm	\$ 428.32
19150	Deluxe AED Cabinet w/Alarm	\$ 360.27
21780	Soft Carry Case View	\$ 59.46
21790	Grab and Run Bag full view	\$ 303.04
21810	Grab and run bag full reviveR	\$ 303.04
29180	EARPLUG EAR PUSHIN W/CD 100/BX	\$ 98.20
29401	HH MUFF MSA CAP	\$ 45.64
30496	3M FACE PIECE, MEDIUM	\$ 32.69
30497	3M 6300 FACE PIECE LARGE	\$ 33.30
30613	ADV FLEXIFILTER P100 2/PK	\$ 17.47
30656	MSA TWIN PORT RESP MD	\$ 349.16
31029	1X3 PLASTIC BANDAGE SM	\$ 9.14
31069	1X3 PLASTIC BANDAGE MED	\$ 12.04
32069	WOUND CLOSURE BNDG 10M/10L	\$ 13.28
32540	BLUE MD FM 1X3 STRIP MED	\$ 15.35
32630	BLUE MD FM FINGERTIP MED	\$ 15.78
32670	BLUE MD WTRPROOF STRIP	\$ 15.78
32680	BLUE MD WTRPROOF KNUCKLE	\$ 14.70

32690	BLUE MD WTRPROOF XLFINGER	\$	16.46
32730	BLUE MD FOAM KNUCKLE MED	\$	15.78
32830	BLUE MD FM XLFINGER MED	\$	16.69
32930	BLUE MD FM LRG PTCH MED	\$	14.94
33129	QUIKHEAL F/P BANDAGES MED	\$	16.17
36020	20 GALLON SPILL KIT	\$	297.40
43039	FINGERTIP BANDAGE SM	\$	9.54
43045	Fingertip Bndge 40/BX(36)	\$	13.28
43059	FINGERTIP BANDAGE MED	\$	13.28
43101	SKIN TONE BNDG BEIGE REFILL	\$	4.86
43129	FINGERTIP BANDAGE XL MED	\$	14.61
43201	SKIN TONE BNDG BROWN REFILL	\$	4.86
43239	KNUCKLE BANDAGE SMALL	\$	9.96
43245	Knuckle Bandage 40/BX(32)	\$	9.00
43259	KNUCKLE BANDAGE MEDIUM.	\$	13.28
43301	SKIN TONE BNDG DARK BROWN REFILL	\$	4.86
43509	SKIN TONE BNDG BOX	\$	12.30
43659	COMFORT 1/3 STRIP MEDIUM	\$	10.79
43669	COMFORT FINGERTIP MEDIUM	\$	11.62
43679	COMFORT KNUCKLE MEDIUM	\$	9.23
43725	Extra Long Strip 25/Bx	\$	13.28
43855	Small strips 5/8" x 1 1/2"40/Box	\$	10.79
43859	JUNIOR STRIP MED	\$	10.79
43959	COMFORT DOT MED	\$	11.21
44249	ELASTIC STRIP SMALL	\$	9.14
44425	LG Patch 2x3 25/BX(36)	\$	13.28
44855	Elastic Strp Rnd 50/BX(24)	\$	13.28
50009	ANTISEPTIC WIPES MEDIUM	\$	9.09
50030	ANTISEPTIC WIPES SMALL	\$	6.17
50239	HYDROGEN PEROXIDE 2 OZ	\$	10.81
50429	ALCOHOL PREP PADS MEDIUM	\$	9.83
50430	ALCOHOL SWABS SMALL	\$	6.17
50539	ALCOHOL SPRAY PUMP 2/OZ	\$	10.81
50630	PAWS WIPES SMALL	\$	8.33
61029	ANTISEPTIC PUMP 2 OZ	\$	14.11
61109	ITCH RELIEF SPRY 2 OZ	\$	14.11
62029	BURN CARE PUMP 2 OZ	\$	14.11
63039	COLD SPRAY 4 OZ	\$	21.27
64039	BLOOD CLOTTER SPRAY 3 OZ	\$	31.19

Item #	Description	Weekly	Loss/ Replacement	Lease
X10121	ANSI3 SNAGRESIST TEE	\$1.16	\$22.14	\$1.16
X10147	BOMBER JACKET/FR/REFL	\$2.86	\$206.10	\$2.86
X10178	KNIT POLY LAB CT	\$0.83	\$15.78	\$0.83
X10210	735NX45 FIREFIGHT SH	\$2.94	\$107.22	\$2.94
X10217	FR LABCOAT CHEM PROT	\$2.43	\$148.06	\$2.43
X1029	16IN MCROFBR MOP	\$0.61	\$11.55	\$0.61
X1141	OPEN POUNDAGE GARMNT	\$0.86	\$0.90	\$0.86
X119	T-SHIRT	\$0.63	\$12.02	\$0.63
X1361	NMX JL BU 4 M LNL2	\$5.80	\$110.88	\$5.80
X138	RAIN SUIT JACKET	\$0.72	\$76.22	\$0.72
X139	RAIN SUIT PANT	\$0.33	\$57.02	\$0.33
X1507	DENIM SHOP APRON	\$0.48	\$9.17	\$0.48
X16001	JEAN/WRANGLER/COWBOY	\$1.57	\$30.06	\$1.57
X16132	MOCK TURTLENECK	\$0.51	\$9.66	\$0.51
X16137	DEALER SHIRT	\$1.29	\$24.63	\$1.29
X16141	BIB OVERALLS	\$1.69	\$32.39	\$1.69
X16148	65/35 PANT ELASTIC	\$1.18	\$22.53	\$1.18
X16261	WESTERN DENIM SHIRT	\$1.13	\$21.67	\$1.13
X16354	65/35 JEAN-CUT PANT	\$0.76	\$14.54	\$0.76
X16465	DUCKDBLFRONTDUNGAREE	\$2.12	\$40.58	\$2.12
X16513	ITALIAN SMOCK	\$0.32	\$18.82	\$0.32
X16787	T-SHIRT	\$0.27	\$9.00	\$0.27
X175	QUILTED VEST	\$0.68	\$35.24	\$0.68
X17656	FRC BOMBER JACKET	\$4.62	\$168.92	\$4.62
X18108	INDSTRIAL DENIM PANT	\$0.93	\$17.81	\$0.93
X18314	M WRANGLER RLXFT PNT	\$1.47	\$28.06	\$1.47
x18320	FR EV STRIPING INDURA BIB OVRL	\$2.95	\$107.77	\$2.95
X18751	PKTLSS SCRIB TOP 7502	\$0.61	\$11.78	\$0.61
X18752	WARMUP JACKET	\$0.86	\$16.43	\$0.86
X18859	MENS SOFT SHELL JACKET	\$3.09	\$59.20	\$3.09
X18864	CORNERSTONE POLO	\$0.14	\$14.40	\$0.14
X18906	SWEATSHIRT	\$3.31	\$120.99	\$3.31
X18993	SKIRT/CHINO	\$1.59	\$30.35	\$1.59
X19281	SHIRT/FORCE CTN/FR/D	\$0.82	\$30.06	\$0.82
X20127	POPLIN BTN DWN SHRT	\$0.77	\$14.72	\$0.77
X20338	WORK PANT	\$1.57	\$30.06	\$1.57
X20437	STRAIGHT FIT JEAN	\$0.93	\$17.81	\$0.93
X205	WOMENS SHIRT PKT	\$0.49	\$18.00	\$0.49
X20536	FR TEAM JACKET	\$2.32	\$84.89	\$2.32
X20555	FR 2.0 T SHIRT	\$2.94	\$56.18	\$2.94
X22935	CORE WOVEN SHIRT	\$0.38	\$25.20	\$0.50
X23270	CARGO PANT	\$0.56	\$36.00	\$0.80

Cintas #222884

X7969	SURFACE DISINFECTANT SPRAY/ SQ FT	\$0.07	\$0.07	\$0.07	\$0.00
X7970	SURFACE SANITIZER SPRAY/ SQ FT	\$0.05	\$0.05	\$0.05	\$0.00
X7985	YANKEE CANDLE MM SVC	\$4.32	\$8.64	\$17.28	\$22.50
X7987	CRI ABSORBENT SOCKS	\$3.65	\$5.47	\$8.20	\$69.74
X7991	4000 HD SCRIB DISPNSR	\$0.00	\$0.00	\$0.00	\$18.00
X7992	HD SHELL SHOCK 4000 ML	\$0.00	\$0.00	\$0.00	\$0.00
X7993	4000 HD SCRIB SVC	\$11.66	\$23.33	\$46.66	\$22.50
X8000	LOCKER 8 COMP HANGER	\$6.26	\$9.40	\$14.09	\$346.50
X8001	LOCKER 9 COMP FOLD	\$3.14	\$4.71	\$7.07	\$252.00
X8002	LOCKER 10 CMP FLD	\$2.77	\$4.16	\$6.23	\$256.50
X8003	LOCKER 16 COMP FOLD	\$2.52	\$3.77	\$5.66	\$346.50
X8004	LAUNDRY LOCK UP	\$4.32	\$6.48	\$9.72	\$247.50
X8006	LG LAUNDRY LOCK UP	\$3.10	\$4.65	\$6.97	\$256.50
X8008	6 FOOT RACK	\$2.82	\$4.23	\$6.35	\$90.00
X8009	5 FOOT RACK	\$1.56	\$2.34	\$3.52	\$67.50
X8010	HANGER RACK	\$0.55	\$0.82	\$1.24	\$10.51
X8011	4 FOOT RACK	\$2.04	\$3.05	\$4.58	\$42.90
X8015	SOIL STOR 30GAL DRUM	\$2.90	\$4.35	\$6.53	\$49.50
X8016	SOIL STOR 55GAL DRUM	\$2.43	\$3.64	\$5.46	\$72.00
X8018	SMALL SHOP TOWEL CAN	\$3.19	\$4.78	\$7.17	\$108.14
X8019	XL BULK LOCKER	\$5.11	\$7.66	\$11.49	\$180.00
X8020	MICRFBR TUBE MOP	\$2.25	\$3.37	\$5.05	\$16.20
X8053	65 GAL MICRFIBR TOTE	\$6.68	\$10.03	\$15.04	\$80.96
X8065	SIZE EXCHANGE CHARGE	\$0.04	\$0.04	\$0.04	\$0.05
X8071	SIG SANT ALC FM RFL	\$0.00	\$0.00	\$0.00	\$0.00
X8072	SIG SANT SVC	\$1.80	\$3.60	\$7.20	\$22.50
X8074	MICROFBR TERRY TOWEL	\$0.27	\$0.40	\$0.60	\$3.60
X8118	MF HIGHDUST WAND	\$0.00	\$0.00	\$0.00	\$9.00
X8119	MICROFIBER HIGHDUSTR	\$0.82	\$0.82	\$0.82	\$16.20
X8137	OVEN MITT GRILLPAD	\$0.22	\$0.33	\$0.50	\$1.76
X84001	3X10 LOGO MAT	\$8.86	\$13.28	\$19.93	\$202.50
X84003	3X10 MESSAGE MAT	\$10.95	\$16.42	\$24.63	\$148.50
X84014	3X15 GRAY MAT	\$13.11	\$19.67	\$29.50	\$77.58
X84015	3X10 RED MAT	\$8.42	\$12.64	\$18.95	\$85.50
X84016	3X10 BURGUNDY MAT	\$13.11	\$19.67	\$29.50	\$77.58
X84020	3X10 BLUE MAT	\$3.48	\$5.08	\$7.63	\$85.50
X84027	3X15 BLACK MAT	\$13.11	\$19.67	\$29.50	\$77.58
X84030	3X10 GRAY MAT	\$3.48	\$5.08	\$7.63	\$85.50
X84035	3X10 BLACK MAT	\$3.48	\$5.08	\$7.63	\$85.50
X84037	3X10 BLACK 90ML MAT	\$26.36	\$39.54	\$59.31	\$97.20
X84040	3X10 GREEN MAT	\$13.11	\$19.67	\$29.50	\$77.58
X84050	3X10 BROWN MAT	\$3.39	\$5.08	\$7.63	\$85.50
X84061	3X5 GROUP EFFORT MAT	\$7.20	\$10.79	\$16.19	\$58.50
X84101	2X3 LOGO MAT	\$4.94	\$7.41	\$11.11	\$178.43
X84110	2X3 SCRAPER MAT	\$2.76	\$4.14	\$6.20	\$44.99
X84115	2X3 RED MAT	\$4.36	\$6.54	\$9.81	\$58.50
X84116	2X3 BURGUNDY MAT	\$4.36	\$6.54	\$9.81	\$58.50

Cintas #222884

X84120	2X3 BLUE MAT	\$4.36	\$6.54	\$9.81	\$58.50
X84130	2X3 GRAY MAT	\$4.36	\$6.54	\$9.81	\$58.50
X84135	2X3 BLACK MAT	\$4.36	\$6.54	\$9.81	\$58.50
X84150	2X3 BROWN MAT	\$4.36	\$6.54	\$9.81	\$58.50
X84201	3X4 LOGO MAT	\$7.13	\$10.69	\$16.04	\$112.50
X84202	3X4 SAFETY MAT	\$4.36	\$6.54	\$9.81	\$58.50
X84203	3X4 MESSAGE MAT	\$4.49	\$6.74	\$10.11	\$58.50
X84215	3X4 RED MAT	\$5.40	\$8.10	\$12.15	\$58.50
X84216	3X4 BURGUNDY MAT	\$12.79	\$19.18	\$28.77	\$40.50
X84220	3X4 BLUE MAT	\$5.40	\$8.10	\$12.15	\$58.50
X84230	3X4 GRAY MAT	\$5.40	\$8.10	\$12.15	\$58.50
X84235	3X4 BLACK MAT	\$5.40	\$8.10	\$12.15	\$58.50
X84250	3X4 BROWN MAT	\$5.40	\$8.10	\$12.15	\$58.50
X84301	3X5 LOGO MAT	\$7.13	\$10.69	\$16.04	\$112.50
X84302	3X5 SAFETY MAT	\$3.74	\$5.61	\$8.41	\$58.50
X84303	3X5 MESSAGE MAT	\$7.70	\$11.55	\$17.32	\$112.50
X84313	3X5 BLACK INT MAT	\$4.11	\$6.17	\$9.26	\$40.50
X84314	4X10 GRAY MAT	\$4.11	\$6.16	\$9.24	\$150.00
X84315	3X5 RED MAT	\$5.40	\$8.10	\$12.15	\$58.50
X84316	3X5 BURGUNDY MAT	\$13.11	\$19.67	\$29.50	\$77.58
X84320	3X5 BLUE MAT	\$2.37	\$3.46	\$5.19	\$58.50
X84329	4X10 MAT	\$5.89	\$8.84	\$13.25	\$112.73
X84330	3X5 GRAY MAT	\$2.37	\$3.46	\$5.19	\$58.50
X84335	3X5 BLACK MAT	\$2.37	\$3.46	\$5.19	\$58.50
X84337	3X5 BLACK 90ML MAT	\$15.12	\$22.67	\$34.01	\$48.60
X84340	3X5 GREEN MAT	\$7.70	\$11.55	\$17.32	\$112.50
X84350	3X5 BROWN MAT	\$2.37	\$3.46	\$5.19	\$58.50
X84395	3X5 MOTIVATIONAL MAT	\$7.70	\$11.55	\$17.32	\$112.50
X84401	4X6 LOGO MAT	\$7.99	\$11.99	\$17.98	\$162.00
X84402	4X6 SAFETY MAT	\$9.79	\$14.68	\$22.03	\$162.00
X84403	4X6 MESSAGE MAT	\$9.79	\$14.68	\$22.03	\$162.00
X84407	4X18 GRAY MAT	\$6.27	\$9.40	\$14.10	\$228.88
X84415	4X6 RED MAT	\$2.26	\$10.37	\$15.55	\$76.50
X84416	4X6 BURGUNDY MAT	\$13.11	\$19.67	\$29.50	\$77.58
X84420	4X6 BLUE MAT	\$2.26	\$3.29	\$4.94	\$76.50
X84430	4X6 GRAY MAT	\$2.26	\$3.29	\$4.94	\$76.50
X84432	4X6 GRAY 90ML MAT	\$23.45	\$35.18	\$52.77	\$76.50
X84435	4X6 BLACK MAT	\$2.26	\$3.29	\$4.94	\$76.50
X84437	4X6 BLACK 90ML MAT	\$10.64	\$15.96	\$23.94	\$76.50
X84440	4X6 GREEN MAT	\$5.25	\$7.88	\$11.81	\$63.00
X84450	4X6 BROWN MAT	\$2.26	\$3.29	\$4.94	\$76.50
X84451	4X6 BRONZE SIGNATURE	\$9.79	\$14.68	\$22.03	\$162.00
X84458	4X16 BLACK MAT	\$20.53	\$30.79	\$46.18	\$178.43
X84501	4X8 LOGO MAT	\$11.02	\$16.52	\$24.79	\$216.00
X84515	4X8 RED MAT	\$6.59	\$9.88	\$14.82	\$81.00
X84520	4X8 BLUE MAT	\$6.59	\$9.88	\$14.82	\$81.00
X84523	5X10 BLACK MAT	\$4.97	\$7.45	\$11.18	\$181.47



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	222886
COMPANY NAME:	Cintas Corp
CONTACT PERSON:	Jeremy Jordan
CONTACT EMAIL:	jordanj4@cintas.com

Section II: Procurement Ordinance Requirements

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, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Jeremy Jordan

Signature: Signature on file

Title: Key Account Manager

Date: 7/17/25



Transportation Requisition under \$30,000

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1776

Agenda Date: 8/5/2025

Agenda #: 9.B.



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1776	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$18,500.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$18,500.00
	CURRENT TERM TOTAL COST: \$18,500.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Rhythm Engineering	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Stephen Zulkowski
VENDOR CONTACT: Ashley Reynolds	VENDOR CONTACT PHONE: 913.227.0603	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: stephen.zulkowski@dupagecounty.gov
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Game Changer, a portable traffic data collection system for highways, roads, intersections, and round-a-bouts, with near real time access to all vehicle, pedestrian, and bicycle classifications, counts, speed, and traffic data.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This traffic data collection system will deliver Automated Pedestrian and Bicycle Counts, Automated Turning Movement Counts, Vehicle Volume, Speed, and Classification with no additional labor effort to transfer or post-process a video file to achieve report of desired traffic data collection.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Rhythm Engineering is the sole manufacturer and provider of the Game Changer. It is not manufactured, licensed or distributed by any other entity. The Game Changer equipment and associated services, eliminates labor intensive parts of field data collection by automatically processing traffic data and making data available by web download.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. Market Not tested, Vendor solution offers an alternate data processing solution that functions as a (unlimited-use) 12 month subscription instead of paying to process video by each hour processed. Solution's included subscription is believed to be better for DOT operations (reduced labor per study) and will be verified during first 12 months of use.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. Two major vendors in the space offer field deployable cameras for purchase with a parallel business to upload recorded videos to process selected hours (for a fee) to output traffic counts Miovision Scout Plus, sales@traffcon.com , 440-951-8929, Muhammad Miah Miovision Traffic Studies Cloud, https://miovision.com/solutions/data-collection-traffic-studies/ StreetLogic CountCAM4 , sales@streetlogic.pro , 612-614-1411 Streetlogic, Count Cloud, https://www.streetlogic.pro/products/countcloud

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Rythym Engineering	Vendor#:	Dept: DOT Finance	Division:
Attn:	Email:	Attn:	Email: DOTFinance@dupagecounty.gov
Address: 14019 W. 95th Street	City: Lenexa	Address: 421 N. County Farm Road	City: Wheaton
State: KS	Zip: 66215	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#:	Dept: DOT Traffic	Division:
Attn:	Email:	Attn: Stephen Zulkowski	Email:
Address:	City:	Address: Same as above	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 5, 2025	Contract End Date (PO25): 11/30/2025

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Game Changer Portable Traffic Data Collection System	FY25	1500	3500	52000		14,500.00	14,500.00
2	1	EA		Game Changer Data Collection Package	FY25	1500	3500	53807		4,000.00	4,000.00
FY is required, ensure the correct FY is selected.										Requisition Total \$	18,500.00

Comments

HEADER COMMENTS	Provide comments for P020 and P025. Contract purchase order for (1) Game Changer, a portable traffic data collection system, for the Division of Transportation.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. email po to DOTFinance@dupagecounty.gov, stephen.zulkowski@dupagecounty.gov and reggie@rythmtraffic.com
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

Signature on file

Quotation/Offer

Applicable taxes are not included.

Name	Price	QTY	Subtotal
Game Changer Includes count analytics, vehicle classifications, speed data + use of Game Changer software with unlimited timing plan creation + near miss analytics + 1 single battery w/ charger included (20 hours of data processing time)	\$8,000.00	1	\$8,000.00
Full Battery Capacity Option w/ Case 1+7=8 total batteries equates to 160 hours of data processing time with hot swappable batteries	\$5,800.00	1	\$5,800.00
Data Collection Package: w/ 4g LTE Yearly fee for unlimited data collection and analysis with automatic 4g LTE data uploads	\$4,000.00	1	\$4,000.00
Comprehensive Warranty. Included. 2 Year Hardware, 1 Year Software, 1 Year Technical Support	\$0.00	1	\$0.00
Accessory Kit Case for all accessories, tools, locks, straps, & camera , etc.	\$350.00	1	\$350.00
Shipping and Handling	\$350.00	1	\$350.00

Total **\$18,500.00**

Signature: _____

Date: _____



Game|Changer

Portable, Battery-Powered, AI Traffic Data Collector

Proposal for

DuPage County, IL

Prepared for:
Stephen Zulkowski

From the desk of: Reggie Chandra.

Dear Mr. Stephen Zulkowski:

Thank you for your interest in Rhythm Engineering's traffic solutions.

Per your request, I am attaching a proposal for procuring an AI-powered, portable, battery powered, turning movement counting solution for DuPage County, IL. This solution is powered by artificial intelligence and helps you collect data round-the-clock. The system processes the data in the field and is capable of transmitting the data over a cellular modem to the cloud.

This proposal recommends **Game|Changer**, our advanced and portable data collection system, as the ideal solution to address your data collection challenges. The proposed solution is a battery-powered system designed to deliver precise, real-time insights into pedestrian, bicycle, and vehicle movements, empowering you to optimize traffic flow and enhance safety effectively. Game|Changer provides the comprehensive functionality, including:

- **Automated Pedestrian and Bicycle Counts:** Game|Changer captures accurate pedestrian and bicycle counts using a high-resolution 4 MP camera and edge-based video processing, enabling precise monitoring of multimodal traffic.
- **Automated Turning Movement Counts:** With its advanced video analysis capabilities, Game|Changer offers precise turning movement counts at intersections, allowing you to track vehicle movements and enhance intersection performance.
- **Vehicle Volume, Speed, and Classification:** Game|Changer can measure vehicle volume, speed, and classification data, delivering robust insights to support data-driven traffic management and safety improvements.

Additional key benefits of the **Game|Changer**, our proposed solution, include:

- **Streamlined Setup and Scheduling:** Designed for quick and intuitive deployment, the **Game|Changer** features a user-friendly configuration interface. Staff can specify operational days and times, allowing for targeted data collection with minimal time on-site. This simple setup process reduces labor costs and improves study efficiency.
- **Dependable Power and Portability:** Featuring a rechargeable battery system, **Game|Changer** offers extended operational periods with minimal recharging requirements. Its compact and durable design allows for deployment across multiple sites, making it adaptable for short- and long-term studies.

We believe that **Game|Changer**, our proposed solution, perfectly aligns with the DuPage County, IL's objectives in traffic management. This solution provides the precision necessary for high-quality data

and significantly saves time and cost, supporting your goals for safer and more efficient urban mobility.

The counts are collected in a database for seamless analysis and timing plan generation + near miss analytics coming in the fall of 2025.

I am looking forward to connecting with you soon.

Sincerely,

Signature on file

Reggie Chandra, Ph.D., PE

Founder & CEO at Rhythm Engineering

email: reggie@rhythmtraffic.com

Phone: (775) 400-0216

Game|Changer

**UNLIMITED TRAFFIC DATA,
UNBELIEVABLE VALUE**

PORTABLE | POWERFUL | AFFORDABLE



AI-POWERED TRAFFIC DATA COLLECTION & SIGNAL OPTIMIZATION

- **Pedestrians, bicycles, vehicles** with classification.
- **Unlimited data**, no hourly processing fees.
- **Real-time insights** for smarter traffic management.
- **Extraordinarily Economical:** Collect data around the clock for just pennies an hour.
- **Simplify your workflow** by eliminating manual video uploads and human counting.
- **Proven, award-winning technology** trusted by leading traffic professionals.



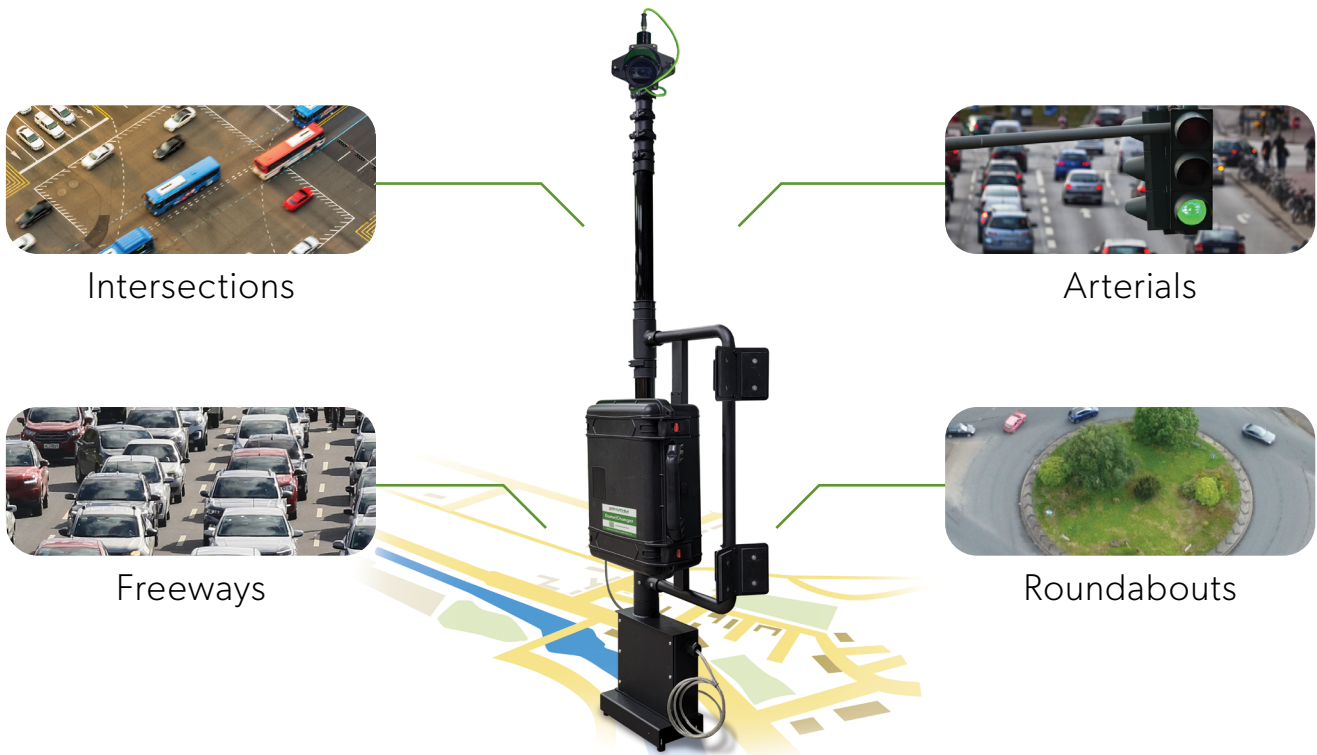
Advanced Technology

AI TRAFFIC DATA COLLECTION MADE SIMPLE



- Effortless one-person field installation in under 7 minutes.
- AI edge-processing: Zero manual video uploads.
- Immediate cloud data transmission via cellular.
- Collects comprehensive data: vehicles, pedestrians, bicycles, classifications, and speeds.
- Collects, Processes, and Transmits data near-real-time.

VERSATILE APPLICATIONS



Game-Changing Benefits

UNLIMITED DATA COLLECTION, EXCEPTIONAL AFFORDABILITY



Unlimited, 24/7/365 data at an unbeatable \$0.39/hour.



Near-instant data availability for informed decisions.



Accurate pedestrian and bicycle counts to enhance safety and planning.



Over 30 interactive charts and deep analytics dashboards.



Seamlessly generate optimized traffic signal timing plans.



Extendable battery supports up to 100 hours of field analysis.



Time-of-day scheduling flexibility for targeted data insights.



Precise speed study capability for informed infrastructure decisions.

MASSIVE SAVINGS, MAXIMUM EFFICIENCY

- No costly hourly data processing fees.
- Dramatically reduced human resource requirements.
- Complete field processing reduces overall workflow complexity.
- Pays for itself after just one field deployment - enjoy free counts for the rest of the year!

Real Results, Real Savings

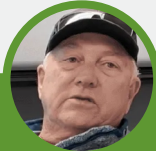


INDUSTRY-ACCLAIMED SOLUTION

Recognized as the "Best ITS Implementation Project" by ITS Arizona, 2022.



TRUSTED TESTIMONIALS



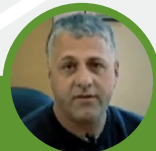
"It just makes it easier, because now you have real numbers to look at."

Bruce Dressel, Arizona DOT



"Immediate results, impressive ease of use, unmatched support. Rhythm understands our needs."

Matt Schlacter, PE, Columbia County, GA



Any time you call them, they are there to help and guide you step-by-step.

Charles DeVitis, Upper Merion Township, PA



AI technology helps move traffic better. Rhythm Engineering is leading the way in applying AI in traffic engineering.

Bill Henry, PE, Little Rock, AR

ELEVATE YOUR TRAFFIC DATA STRATEGY

REPLACE CUMBERSOME AND COSTLY METHODS—EXPERIENCE UNLIMITED DATA WITH UNBEATABLE AFFORDABILITY.

Discover how AI-Powered Game|Changer can transform your operations today!

Game|Changer

rhythmtraffic.com/gamechanger

Map

+ New Intersection

Map: ☒ Base map ☐ Satellite

Calculate

Intersection Name	Cobblestone North														
Location [Lat Lon]	33.083888			-112.038223			Distance to Next [ft]			3226					
Offset Reference Point	Lag Yellow														
Approach	↑ NB			↓ SB			→ EB			← WB					
Movement	L	T	R	L	T	R	L	T	R	L	T	R	L	T	R
Phases	1	6		5	2		3	8		4	4				
Phase Ring	1	2		2	1		2	2		1	1				
Pedestrian Phases	6			2			8			4					
Lane Configuration															
Number of Lanes	1	2	1	1	3	1	1	1	1	1	1	1	1	1	1
Left Turn / Approach Type	Protected			Protected			Protected			Protected			Protected		
Left Turn Position	Lead or Lag			Lead or Lag			Lead Only			Lead Only			Lead Only		
Pedestrian Walk	7			7			7			7					
Pedestrian Clearance [s]	23			24			43			42					
Min Green Time [s]	7	20		7	20		7	7		7	7				

Coordination Diagram [AM Peak 0500-0900]

Mode: Offsets

View: Bandwidth



SB ● NB

Display: **Duration** Offsets White Space Travel Time

Phase Sequence Diagram [AM Peak 0500-0900]

Cycle Length: 130 s

Cobblestone North

21	19	60
30		
67	43	20

Cobblestone South

67	43	20
----	----	----

SR238-Smith Enke

25	14	26
31	34	

Maricopa-Fiesta

33	41	36
20		

Edison

Quotation/Offer

Applicable taxes are not included.

Name	Price	QTY	Subtotal
Game Changer Includes count analytics, vehicle classifications, speed data + use of Game Changer software with unlimited timing plan creation + near miss analytics + 1 single battery w/ charger included (20 hours of data processing time)	\$8,000.00	1	\$8,000.00
Full Battery Capacity Option w/ Case 1+7=8 total batteries equates to 160 hours of data processing time with hot swappable batteries	\$5,800.00	1	\$5,800.00
Data Collection Package: w/ 4g LTE Yearly fee for unlimited data collection and analysis with automatic 4g LTE data uploads	\$4,000.00	1	\$4,000.00
Comprehensive Warranty. Included. 2 Year Hardware, 1 Year Software, 1 Year Technical Support	\$0.00	1	\$0.00
Accessory Kit Case for all accessories, tools, locks, straps, & camera , etc.	\$350.00	1	\$350.00
Shipping and Handling	\$350.00	1	\$350.00

Total **\$18,500.00**

Signature: _____

Date: _____

Game|Changer



Game|Changer HARDWARE SPECIFICATIONS

Version 1.0



Game|Changer is the most advanced AI-based data collection solution on the market and provides immediate results with a GPU at the edge and cellular connectivity.

FEATURES

- Collect unlimited traffic data year-round with a cost-effective, flat annual license.
- Instant, automated uploads deliver real-time access to your data.
- Accurately detects and classifies pedestrians, bicycles, and vehicles.
- Perform detailed speed studies on intersections, arterials, freeways, and roundabouts.
- On-device AI processes video streams at the edge, eliminating the need for external uploads.
- Supports up to five 12V 50Ah LiFePO₄ batteries for 100+ hours of field processing.
- Customizable study schedules maximize battery efficiency.
- Hot-swappable batteries enable continuous, uninterrupted data collection.
- Deep data analytics, rich data charting, and optimized timing plans.

HARDWARE COMPONENTS

Included Components:

- Extendable pole with network cable retractor and pole mount brackets
- Two lockable ratchet straps for pole mounting
- 4MP wide angle camera with sun-shield and M12 network cable
- Equipment case which houses:
 - › Two rechargeable 12V 50Ah LiFePO₄ batteries
 - › 20A circuit breaker and switch
 - › Advanced AI-based NVIDIA GPU and processing unit with cellular and Wi-Fi capabilities
 - › Industrial 5-port Gigabit PoE switch
 - › PoE Injector
- Padlocks for ratchet straps, case lid, and case mount
- Steel cable lock to prevent theft
- Battery charger

Spare Components Sold Separately:

- Ratchet strap
- Padlock
- Battery charger
- 12V 50Ah LiFePO₄ battery

CAMERA

Field of View: Horizontal – 130 deg., Vertical – 81 deg.

Resolution: 2688x1512 (16:9)

Video Compression: H.265, H.264, MJPEG

Illumination: Color – 0.18 lux, B/W – 0.04 lux or 0 lux with IR on, Built-in IR illumination

Power: PoE IEEE 802.3af/at Type 1 Class 3, Typical 5 W, Max 12.95 W

Material: Aluminum with plastic case and sunshield

Weight: 1.1 lb. (0.491 kg)

Dimensions: Length – 6.7 in. (170 mm), Diameter – 4.0 in. (101 mm)

Enclosure Rating: IP67, NEMA 4X, IK08

Environment: -30C to +74C operating temperature, -40C to +65C storage temperature

BATTERY AND POWER

Capacity (ea.): 12V, 50Ah, 640 Wh LiFePO₄ batteries

Recharge Time from Full Depletion (ea.): 10 hours (with 5A charger)

Temperature Range: Discharge – -20C to +55C, Charge – 0C to +55C

Size (ea.): 9.1 in L x 5.3 in W x 7.1 in H (232 mm x 135 mm x 181 mm)

Weight (ea.): 12.65 lbs (5.74 kg)

Active BMS Protection: Over-voltage, Under-voltage, Short Circuit

Charger: 12V 5A LiFePO₄ charger included

AI-BASED GPU AND PROCESSING UNIT

Model: NVIDIA Orin Nano Super 8GB

GPU: 1024-core NVIDIA Ampere GPU with 32 Tensor Cores, 625 MHz

CPU: 6-core Arm Cortex-A78AE v8.2 64-bit CPU, 1.5MB L2 + 4MB L3, 1.7 GHz

AI Performance: 67 TOPS

Memory: 8 GB 128-bit LPDDR5, 102 GB/s

Storage: 128 GB industrial M.2 SSD

Power: 9-28 VDC, 7-15 W

Interfaces: 1x Gigabit Ethernet, 2x USB 3.1 Type-A, 1x HDMI 2.0

JetPack: 6.2

Dimensions: 4.3 in. x 5.1 in. x 2.4 in. (110 mm x 130 mm x 60 mm)

Weight: 1.7 lbs. (760g)

Environment: Operating Temperature – -25C to +85C, Storage Temperature – -40C to +85C

EQUIPMENT CASE

Materials: Engineering Plastic

Security:

Contains two short padlocks to prevent the case from being opened. One long padlock is used to secure the case to the mounting brackets of the pole and the steel cable which should be wrapped around the pole.

Dimensions: 19.1 in. x 15.0 in. x 12.2 in (484 mm x 382 mm x 310 mm)

Weight (empty): 9.3 lbs. (4.20 kg)

Weight (no batteries installed): 19.35 lbs (8.78 kg)

Enclosure Rating: IP67

POLE AND MOUNT

Materials: Pole – black carbon fiber, Brackets – black powder-coated aluminum

Dimensions: Pole (fully extended) – 21 ft 3 in. (6.57 m), Pole (fully retracted) – 6 ft. (1.8 m)

Weight: 18.35 lbs (8.32 kg)

Ratchet Straps: 8 ft. L x 1.5 in. W (2.4 m x 38.1 mm); includes small padlock for security

CONNECTIVITY

Ethernet: 5-port Gigabit PoE switch

Cellular: LTE, Verizon M2M/IoT

Wi-Fi (in/outbound): 802.11 a/b/g/n/ac, 2.4 and 5 GHz.

ENVIRONMENT

Operating Temperature: -20C to +55C

Storage Temperature: -40C to +65C, (battery: 0C to +55C)

Humidity: 5% to 95% non-condensing

We trust that the information here is helpful and if you have any further questions or require further support please don't hesitate to reach out to us at:



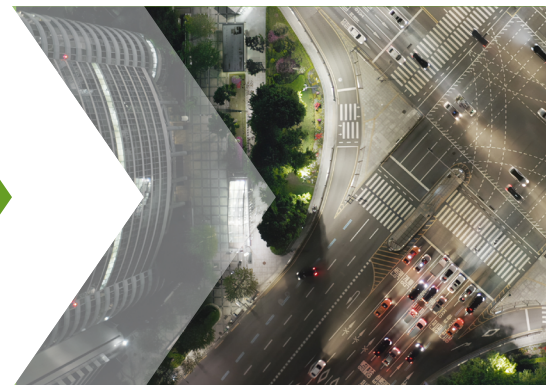
support@rhythmtraffic.com



913.227.0603



rhythmtraffic.com/contact



We trust that the information here is helpful and if you have any further questions or require further support please don't hesitate to reach out to us at:



support@rhythmtraffic.com



913.674.9846



rhythmtraffic.com/contact





June 24, 2025

DuPage County
Stephen Zulkowski
421 N. County Farm Rd
Wheaton, IL 60187
Stephen.zulkowski@dupagecounty.gov

RE: Rhythm Engineering as the sole provider of Game|Changer.

Rhythm Engineering, LLC provides GameChanger, the only portable traffic data collection system for highways, roads, intersections, and round-a-bouts, with near real time access to all vehicle, pedestrian, and bicycle classifications, counts, speed, and traffic data. Our unique technology, designed to provide accurate counts and seamlessly generate optimized timing plans, is protected by five United States patents: numbers 8,050,854; 8,103,436; 8,253,592; 8,653,989; and 8,922,392.

Rhythm Engineering is the sole manufacturer and provider of the Game|Changer system. It is not manufactured, licensed or distributed by any other entity. The Game|Changer equipment and our associated services, including software configuration and yearly data packages, always come directly from Rhythm.

This letter is to confirm that Rhythm Engineering is the sole provider of Game|Changer, that no other entity is authorized to provide the Game|Changer system.

Specific Benefits:

- Cost-effective data collection solution providing unlimited data 24/07/365.
- Near-real-time data transmission for ALL collected data.
- Seamless deep data analytics with over 30 charts and customizable dashboards.
- Seamless generation of optimized traffic signal timing plans.
- Single person, under ten-minute, field set up.
- Expandable battery capability to process and analyze up to 100 hours of field data.
- Ability to schedule traffic counts by time-of-day.

Any questions or if further information is necessary, please let me know.

Best Regards,

Signature on file

Ashley Reynolds | Project Manager | Rhythm Engineering

14019 W. 95th St | Lenexa, KS 66215 | P 913.227.0603
24 Hour Technical Support: 913.6Rhythm | 913.674.9846

Get Connected:

[Facebook](#) | [LinkedIn](#) | [Vimeo](#) | [Website](#)

Bringing Loved Ones to their Destinations Safer and Faster.



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Rhythm Engineering, LLC
CONTACT PERSON:	Mat Morgan
CONTACT EMAIL:	mathew@rhythmtraffic.com

Section II: Procurement Ordinance Requirements

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, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Ashley Reynolds Signature Signature on file

Title: Project Manager Date: 6/24/2025



Transportation Requisition under \$30,000

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1754

Agenda Date: 8/5/2025

Agenda #: 9.C.



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1754	RFP, BID, QUOTE OR RENEWAL #: Quote #23-064-DOT-RE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$14,900.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$79,900.00
	CURRENT TERM TOTAL COST: \$25,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		Department Information	
VENDOR: Patson Inc d/b/a TransChicago Truck Group	VENDOR #: 10096	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Scott Sutherland	VENDOR CONTACT PHONE: 630-279-0600	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: rssutherland@transchicago.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-60	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Patson Inc d/b/a TransChicago Truck Group, to furnish and deliver freightliner repair and replacement parts on an as-needed basis for the DOT Fleet, for the period of September 1, 2025 through August 31, 2026, for a contract total not to exceed \$25,000.00 per low quote #23-064-DOT-RE, this will be the second of three renewals upon mutual agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Repair and replacement parts for the County owned and maintained freightliner vehicles.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
RENEWAL	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Patson Inc d/b/a TransChicago Truck Group	Vendor#: 10096	Dept: Division of Transportation	Division: Accounts Payable
Attn: Scott Sutherland	Email: rssutherland@transchicago.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 776 N. York St.	City: Elmhurst	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60126	State: IL	Zip: 60187
Phone: 630-279-0600	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Patson Inc d/b/a TransChicago Truck Group	Vendor#: 10096	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 1, 2025	Contract End Date (PO25): Aug 31, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Freightliner Repair & Replacement Parts	FY25	1500	3520	52250		10,000.00	10,000.00
2	1	EA		Freightliner Repair & Replacement Parts	FY26	1500	3520	52250		15,000.00	15,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 25,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver freightliner repair and replacement parts for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Scott Sutherland, Bill Bell, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE

Division of Transportation - DOT Fleet

Freightliner OEM Parts

RFQ #23-064-RE



**Patson Inc. d/b/a TransChicago
Truck Group**

Interstate Power Systems, Inc.

Item/Description	Base Cost	Price	Price
Discount (-) or Mark-up (+) for Replacement Parts	\$15,000	-15%	-10%
Total Bid Price		\$12,750.00	\$13,500.00

Notes:

Invitations Sent	4
Total Quote Responses	2

PRICING:

DuPage County DOT expects an annual expenditure of \$15,000. Dollar amount is estimated, and orders will be placed on as-needed basis with quantities specified at the time orders are placed.

The vendor shall provide a firm % markup or discount based on price for the goods and services listed in the specifications and/or pricing table below.

- Percentage mark-up or discount shall remain firm for the term of the contract.
- It shall be the responsibility of the vendor to provide current catalog pricing at the time of order.
- All Invoices shall be accompanied with current catalog price list and percent of mark-up or discount applied at the time of purchase.
- Delivery charges shall be included in the unit price of each item.
- Pricing shall include all labor, materials, and incidentals (shop supplies, standard nuts and bolts, fuel surcharges etc...).
- Additional charges will not be accepted.

SPECIFICATIONS

DuPage County Department of Transportation is seeking a vendor to furnish and deliver GENUINE FREIGHTLINER REPAIR & REPLACEMENT PARTS and accessories.

PRICING TABLE

Expenditure shown is an estimate only and is intended to provide a basis for establishing % markup/discount.

Description	Base Cost	Percent (+ or -) from the List Price	Extension after percent calculation
Genuine Freightliner Repair & Replacement Parts	\$15,000.00	-15%	\$ 12,750
TOTAL BID PRICE			\$ 12,750

Full Business Name:	Patson Inc. DBA Transchicago Truck Group
Business Street Address:	776 N. York St.
City, State, Zip Code:	Elmhurst, IL 60126
Telephone Number:	630-279-0600
Bid Contact Person:	R. Scott Sutherland
Email Address:	rssutherland@transchicago.com



The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Patson, Inc., dba TransChicago Truck Group located at 776 N. York St., Elmhurst, IL 60126 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-064-DOT-RE which became effective on 9/1/2023 and which will expire 8/31/2025. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 8/31/2026.

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

THE COUNTY OF DUPAGE

CONTRACTOR

Signature on file

SIGNATURE

SIGNATURE

Sara Rogers

R. Scott Sutherland

PRINTED NAME

PRINTED NAME

Buyer I

General Manager

PRINTED TITLE

PRINTED TITLE

DATE

DATE

7/16/2025



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	23-064-DOT-RE
COMPANY NAME:	Rabson Inc. DBA Transchicago Truck Group
CONTACT PERSON:	R. Scott Sutherland
CONTACT EMAIL:	rsutherland@transchicago.com

Section II: Procurement Ordinance Requirements

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, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: R. Scott Sutherland Signature: Signature on file

Title: General Manager Date: 7/16/2025



Transportation Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DT-P-0039-25

Agenda Date: 8/5/2025

Agenda #: 9.D.

AWARDING RESOLUTION ISSUED TO JOE JOHNSON EQUIPMENT LLC
D/B/A STANDARD EQUIPMENT, TO FURNISH AND DELIVER
OEM PARTS AND REPAIRS ON VACTORS, ELGIN SWEEPERS AND
ENVIROSIGHT SEWER CAMERAS, FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$60,000.00)

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

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract with Joe Johnson Equipment, LLC. d/b/a Standard Equipment, to furnish and deliver OEM parts and repairs on Vactors, Elgin Sweepers and Envirosight Sewer Cameras for the Division of Transportation, for the period September 16, 2025 through September 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver OEM parts and repairs on Vactors, Elgin Sweepers and Envirosight Sewer Cameras for the Division of Transportation, is hereby approved for issuance to Joe Johnson Equipment, LLC. d/b/a Standard Equipment, 4519 Old Charlotte Hwy, Monroe, NC 28110, for a contract total not to exceed \$60,000.00; per Sole Source.

Enacted and approved 12th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1748	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Federal Signal Corporation Joe Johnson Equipment LLC d/b/a Standard Equipment	VENDOR #: 45132	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Preston Tillstrom	VENDOR CONTACT PHONE: (312) 829-1919 - office	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: ptillstrom@standardequipment.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-62	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).			
Recommendation for the approval of a contract purchase order to Federal Signal Corporation d/b/a Standard Equipment, to furnish and deliver OEM parts and repairs on our Vactors, Elgin Sweepers and Envirosight Sewer Cameras for the Division of Transportation, for the period September 16, 2025 through September 30, 2026, for a total contract amount of \$60,000.00; per 55 ILCS 5/5-1022 (c) not suitable for competitive bids - (sole source).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished			
To purchase OEM parts and provide factory authorized service for Vactors, Elgin Sweepers, and Envirosight sewer cameras for the Division of Transportation.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)	
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Joe Johnson Equipment d/b/a Standard Equipment is the exclusive dealer for OEM Elgin Sweeper, EnviroSight sewer camera, and Vactor Manufacturing parts and factory authorized service. OEM parts and service ensure proper compatibility, reliability, and optimal performance for equipment, maintaining its longevity and effectiveness.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. Yes, sole source letter dated July 11, 2025.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. Per the attached letter, Joe Johnson Equipment has confirmed that it is the exclusive dealer for OEM Elgin Sweeper, EnviroSight sewer camera, and Vactor Manufacturing parts and factory authorized service in Northern Illinois.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Federal Signal Corporation Joe Johnson Equipment LLC d/b/a Standard Equipment	Vendor#: 45132	Dept: Division of Transportation	Division: Accounts Payable
Attn: Preston Tillstrom	Email: ptillstrom@standardequipment.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 4519 Old Charlotte Hwy	City: Monroe	Address: 421 N. County Farm Road	City: Wheaton
State: NC	Zip: 28110	State: IL	Zip: 60187
Phone: (312) 208-1012 - cell	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Federal Signal Corporation Joe Johnson Equipment LLC d/b/a Standard Equipment	Vendor#: 45132	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: John Gavurnik	Email: john.gavurnik@dupagecounty.gov
Address: 4519 Old Charlotte Hwy	City: Monroe	Address: 140 N. County Farm Road	City: Wheaton
State: NC	Zip: 28110	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6936	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 16, 2025	Contract End Date (PO25): Sep 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Vactor/Elgin/Envirosight Parts	FY25	1500	3520	52250		20,000.00	20,000.00
2	1	EA		Vactor/Elgin/Envirosight Service	FY25	1500	3520	53380		2,500.00	2,500.00
3	1	EA		Vactor/Elgin/Envirosight Parts	FY26	1500	3520	52250		35,000.00	35,000.00
4	1	EA		Vactor/Elgin/Envirosight Service	FY26	1500	3520	53380		2,500.00	2,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 60,000.00

Comments	
HEADER COMMENTS	<p>Provide comments for P020 and P025.</p> <p>To furnish and deliver OEM parts and service repairs on our Vactor, Elgin Sweepers and EnviroSight Sewer Cameras for the DOT - (sole source).</p>
SPECIAL INSTRUCTIONS	<p>Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.</p> <p>Email Approved PO to: Preston Tillstorm, John Gavurnik, William Bell, Roula Eikosidekas and Mike Figuray.</p>
INTERNAL NOTES	<p>Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.</p> <p>Shop labor rate: \$209/hr. Field service labor rate: \$232/hr. Discount 5% on parts.</p>
APPROVALS	<p>Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.</p>



Elgin
Guzzler
Jetstream
TRUVAC
Vactor
FS Solutions

July 11, 2025

To whom it may concern:

Joe Johnson Equipment dba Standard Equipment is the exclusive dealer for Elgin Sweeper street cleaning equipment and Vactor Manufacturing sewer cleaning products. This includes municipal sales, OEM parts and service covering the entirety of Northern Illinois.

This is per the terms of a Dealer Agreement between Federal Signal Corporation of Oak Brook, IL and Joe Johnson Equipment dba Standard Equipment of Elmhurst, IL.

If you have a question regarding identification of an Authorized Elgin or Vactor Distributor, please call the Elgin Sweeper Company at 847-741-5370 or Vactor Manufacturing at 815-672-3171. We will be happy to provide you with the required information.

Shop labor rates: \$209/hour.

Field service labor rates: \$232/hour.

Discount 5% off on parts.

Regards,

Josh Jenkins

Regional Sales Manager- Central Region

Federal Signal Environmental Solutions Group Elgin
Sweeper Company and Vactor Manufacturing.

jjenkins@federalsignal.com

(331) 228-9859



July 29, 2025

DuPage County Department of Transportation

RE: Envirosight Video Pipeline Inspection Systems

Dear Sir or Madam:

Please accept this letter as notification that Standard Equipment Company of Elmhurst, Illinois is the sole source for all video pipeline inspection equipment, accessories and software provided by Envirosight, LLC for the northern cities and counties of Illinois. These systems include, but are not limited to Rovver X, Rovver X SAT, Quickview airHD, Quickview360, JetScan, and Verisight Ultra.

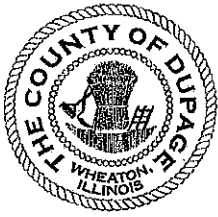
Further, Standard Equipment Company is the exclusive parts and certified service provider for all Envirosight equipment and accessories in the same geographic area.

Please feel free to contact me with any questions or concerns that may arise.

Regards,

Signature on file

Andrew Wicker
Sales Manager
Envirosight, LLC
awicker@idexcorp.com



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Joe Johnson Equipment DBA Standard Equipment
CONTACT PERSON:	Preston Tillstrom
CONTACT EMAIL:	ptillstrom@standardequipment.com

Section II: Procurement Ordinance Requirements

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, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

- ☐ Yes
☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Preston Tillstrom Signature: Signature on file

Title: Branch Manager Date: 07/10/2025



Transportation Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DT-P-0040-25

Agenda Date: 8/5/2025

Agenda #: 9.E.

AWARDING RESOLUTION ISSUED TO INTERNATIONAL CYBERNETICS COMPANY
D/B/A IMS INFRASTRUCTURE MANAGEMENT SERVICES TO PROVIDE
PROFESSIONAL PAVEMENT CONDITION RATING AND
ANNUAL MAINTENANCE AND SUPPORT SERVICES
FOR THE DU PAGE COUNTY PAVEMENT MANAGEMENT PROGRAM
(CONTRACT TOTAL NOT TO EXCEED \$75,201.20)

WHEREAS, the County of DuPage (hereinafter "COUNTY") through its Division of Transportation (hereinafter "DOT") is responsible for the planning, repair, and maintenance of the county highway system comprising of 970 lane-miles of roadway; and

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

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract purchase order to International Cybernetics Company d/b/a IMS Infrastructure Management Services to provide Pavement Condition Rating and Annual Maintenance and Support Services for the DuPage County Pavement Management Program.

NOW, THEREFORE, BE IT RESOLVED that said contract for Pavement Condition Rating and Annual Maintenance and Support Services for the DuPage County Pavement Management Program, for the period of August 13, 2025 through August 12, 2026, is hereby approved for issuance of a contract purchase order to International Cybernetics Company d/b/a IMS Infrastructure Management Services, 10630 75th Street, Largo, Florida 33777, for a contract total not to exceed \$75,201.20, per RFP #25-055-DOT, with one option to renew for an additional one-year term.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

160
SM7
7-30-25

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1808	RFP, BID, QUOTE OR RENEWAL #: 25-055-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$75,201.20
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/05/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$75,201.20
	CURRENT TERM TOTAL COST: \$75,201.20	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: International Cybernetics Company d/b/a IMS Infrastructure Management Services	VENDOR #: 46632	DEPT: Division of Transportation	DEPT CONTACT NAME: John Loper
VENDOR CONTACT: Mollie Rhett	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL:
VENDOR CONTACT EMAIL: mrhett@icc-ims.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Pavement Condition Rating and Annual Maintenance and Support Services for the DuPage County Pavement Management Program			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DOT tracks its pavement condition biennially in order to evaluate paving methods and strategies, and to budget and program its pavement maintenance program. Pavement condition is important to the economy of DuPage County and the safety of the driving public.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. DOT and Procurement followed an RFI/RFP process. Responding vendors submitted proposals to Procurement Department which were evaluated by a DOT team and vendor was selected based on professional qualifications, technical capabilities and cost proposal.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). : Award contract to IMS 1) Award contract to Vendor (IMS) – Vendor has the technical capability, equipment and experience to collect, review, analyze and integrate the data collected in an efficient manner. The vendor also has staffing and availability to perform this work for the entire system of county highways in the required time. 2) Perform work in-house – DuDOT does not have the time nor the equipment capabilities to perform these services in-house. It would be a challenge to provide pavement assessment on all DuDOT pavements in this calendar year without equipment and experienced staff. 3) Do Nothing – DuDOT requires frequent assessment of pavement to determine the next two to three years of pavement rehabilitation and investment. Doing nothing would put the county's ability to determine the best and most cost-effective pavement treatment locations and strategies at risk.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		Send Invoices To:	
Vendor: International Cybernetics Company d/b/a IMS Infrastructure Management Services	Vendor#: 46632	Dept: Division of Transportation	Division: Accounts Payable
Attn: Mollie Rhett	Email:	Attn: Gerald Smith	Email: DOTFinance@dupagecounty.gov
Address: 10630 75th Street	City: Largo	Address: 421 N. County Farm Road	City: Wheaton
State: Florida	Zip: 33777	State: IL	Zip: 60187
Phone: 1-727-547-0696	Fax:	Phone:	Fax:
Send Payments To:		Ship to:	
Vendor: same as above	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): August 13, 2025	Contract End Date (PO25): August 12, 2026

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT Pvt Condition Rating	FY25	1500	3500	53090		25,000.00	25,000.00
2	1	EA		DOT Pvt Condition Rating	FY26	1500	3500	53090		50,201.20	50,201.20
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 75,201.20

Comments

HEADER COMMENTS	Provide comments for P020 and P025. Pavement condition rating, annual maintenance and support services for the DuPage County Pavement Management Program.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Please forward copy of PO to DOTFinance@dupagecounty.gov and Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PAVEMENT MANAGEMENT SYSTEM & PAVEMENT ASSET TRACKING SYSTEM
25-055-DOT
BID TABULATION

✓

Criteria	Available Points	Applied Research Associates, Inc.	International Cybernetics Company, LP dba IMS Infrastructure Management Services	Michael Baker International Inc.	Tiger Eye Engineering, LLC
Firm Qualifications	20	14	19	19	8
Key Qualifications	20	12	16	16	8
Project Understanding	40	26	34	35	19
Price	20	11	20	13	8
Total	100	63	89	83	44

Fee and Rate Proposal (Design Only)	\$ 136,954.50	\$ 75,201.20	\$ 118,000.00	\$ 189,700.00
Percentage of points	55%	100%	64%	40%
Points awarded (wtd against lowest price)	11	20	13	8

NOTES

RFP Posted on 4/14/2025	DW,SR
Bid Opened On 5/13/2025, 2:30 PM by	
Invitations Sent	21
Total Requesting Documents	2
Total Bid Responses Received	4



Price Proposal

PAVEMENT MANAGEMENT SYSTEM & PAVEMENT ASSET TRACKING SYSTEM

25-055-DOT | MAY 13, 2025

SUBMITTED BY



Price

We understand that the RFP has requested the use of the 2.8 direct labor multiplier applied to fee structures. We normally scope and price projects of this nature on a fixed fee/lump sum basis, primarily based on per-mile rates. Based on the response to questions in Addendum 1, we have built our fee schedule using fixed fees for tasks mainly related to data acquisition and data processing, and the 2.8 multiplier for consulting portions of the scope of work. We welcome a discussion on this topic to work through any adjustments or feedback the county may have on this structure.

The fee schedule below reflects our standard pricing methodology, with a callout to consulting tasks. We believe our consultants, utilizing the 2.8 multiplier method, will result in fees being aligned with the estimated dollars stated per task.

As outlined in our proposal, we are providing the county with two pavement management software (PMS) options, given the broad spectrum of options available in the market that would comply with the stated requirements. We urge the county to gain a thorough understanding of any PMS contemplated for use, as the capabilities vary and many may not meet the desired outputs/results needed for the county to fully leverage the high-quality data they are seeking in the RFP. We have displayed the fees to show a three-year outlook for the two software options, Decision Optimization Technology (DOT) and StreetLogix.

We have also provided our standard pricing for various optional, value-added services for reference. Many clients add on right-of-way inventory extraction, given that the data is obtained through the road condition survey. There is also flexibility in adding these items at a later date, leveraging the same collected dataset.

Fee Proposal					
Name	Qty.	Units	Price	Disc.	Total Price
Survey/Data Delivery Tasks					
Project Setup and Kickoff	1	Lump Sum	\$2,500.00		\$2,500.00
Project Management	1	Lump Sum	\$2,000.00		\$2,000.00
GIS Review and Survey Extents Verification	220	Centerline Miles	\$15.00		\$3,300.00
Mobilization/Calibration	1	Lump Sum	\$2,925.00		\$2,925.00
Field Data Collection - IrisPRO Pave	401	Test Miles	\$65.00		\$26,065.00
Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	401	Test Miles	\$30.00		\$12,030.00
Condition Data Delivery (Standard Geodatabase/Tabular Format Only)	1	Lump Sum	\$500.00		\$500.00
Survey/Data Delivery Subtotal:					\$49,320.00
Consulting Tasks (Estimated Fees/Maximums – to Follow 2.8 Multiplier Requirements)					

Pavement Management Plan/Analysis – Within Selected Pavement Management Software-Draft	1	Lump Sum	\$15,000.00		\$15,000.00
Data Loaded to Selected Pavement Management Software (including formatting)	1	Lump Sum	\$3,500.00		\$3,500.00
Draft Pavement Management Report	1	Lump Sum	\$2,400.00		\$2,400.00
Final Pavement Management Report and Analysis Results	1	Lump Sum	\$500.00		\$500.00
Consulting Services Subtotal:					\$21,400.00
Web Hosted Viewing Software (Inform)					
Inform - 400 to 800 lane miles	1	Per Year	\$4,000.00		\$4,000.00
Inform Web Hosting	401	Per year per mile	\$1.20		\$481.20
Web Hosted Viewing Software Subtotal:					\$4,481.20
Core Services and Web Hosted Viewing Software Total:					\$75,201.20

Fee Proposal – Pavement Management Software – Three-Year Outlook					
Name	Qty.	Units	Year 1 Price	Year 2 Price	Year 3 Price
Pavement Management Software – Decision Optimization Technology (DOT) (Option 1)					
Transportation Module - Implementation Service Fees - Roads Only (ONE TIME, YEAR 1 ONLY)	1	Lump Sum	\$30,000.00	\$0.00	\$0.00
Transportation Module - Annual Subscription and Support Fees	1	Lump Sum	\$12,000	\$0.00	\$0.00
Subtotal Base Price for DOT Software:			\$42,000.00	\$12,000.00	\$12,000.00
Optional Features, Priced Separately for DOT Software					
Transportation Module - ArcGIS Integration - Roads Only (Annual Maintenance Fee Required Years 2 & 3)	1	Lump Sum	\$5,000.00	\$1,250.00	\$1,250.00
Transportation Module - Implementation for Additional Assets: Crosswalks, Curbs, Markings, Shoulders, Multi-Use Paths	1	Lump Sum	\$10,000.00	\$0.00	\$0.00
Transportation Module - ArcGIS Integration - Additional Assets (Annual Maintenance Fee Required Years 2 & 3)	1	Lump Sum	\$4,000.00	\$1,000.00	\$1,000.00
Subtotal Base Price for DOT Software:			\$19,000.00	\$2,250.00	\$2,250.00
Total Price for DOT Software, With Optional Features:			\$61,000.00	\$14,250.00	\$14,250.00
Total DOT Software Price (3 Years, No Options):				\$66,000.00	
Total DOT Software Price (3 Years, With Options):				\$89,500.00	
Name	Qty.	Units	Year 1 Price	Year 2 Price	Year 3 Price
StreetLogix (Option 2)					
Software License	1	Lump Sum	\$15,000.00	\$15,000.00	\$15,000.00
Implementation, Year 1 Only	1	Lump Sum	\$7,500.00	\$0.00	\$0.00
Total StreetLogix Software Price (3 Years):				\$52,500.00	

Fee Proposal – Personnel Hourly Rates Ranges Under 2.8 Multiplier Method	
Staff	Rate
Senior Project Engineer/Consultant	\$163 - 218/hour
Staff Project Engineer/Consultant	\$114 - 145/hour

Optional Value Added Services

Optional Value-Added Service Activities - Cost Estimates				
Name	Qty.	Units	Price	Total Price
FastFWD Structural Testing - Recommended 2-Pass Test for Major Roads				
a. Mobilization/Calibration (FFWD)	1	Lump Sum	\$ 3,000.00	\$ 3,000.00
b. Field Data Collection - Fast Falling Weight Deflectometer (FFWD)	TBD	Test Miles	\$ 150.00	TBD
c. Traffic Control for Deflection Testing (if applicable/necessary)	TBD	Hours	\$ 150.00	TBD
d. Data Processing: Standard FFWD (Including QC/QA) - \$1,750 base fee + \$5/mile for networks > 100 miles	1	Lump Sum	\$ 3,255.00	\$ 3,255.00
e. Calculate Structural Number (SNeff) - Used for Network Level Analysis - \$1,000 base fee + \$5/mile for networks > 100 miles	1	Lump Sum	\$ 2,505.00	\$ 2,505.00
f. Optional - Calculate Structural Number Required (SNreq) Based on ADT and Provide Structural Index - \$1,000 base fee + \$5/mile for networks > 100 miles	1	Lump Sum	\$ 3,505.00	\$ 3,505.00
g. Optional - Color Coded GIS Map - Based on Structural Index (SI) (PDF)	1	Lump Sum	\$ 1,000.00	\$ 1,000.00
Right of Way (ROW) Asset Extraction - Using Standard Data Dictionary Attributes				
Crosswalks	401	Test Miles	\$ 13.60	\$ 5,453.60
Curb & Gutter	401	Test Miles	\$ 17.60	\$ 7,057.60
Curb Markings	401	Test Miles	\$ 17.00	\$ 6,817.00
Drainage Ditches	401	Test Miles	\$ 17.60	\$ 7,057.60
Drainage Structures (Inlets)	401	Test Miles	\$ 27.20	\$ 10,907.20
Driveway Aprons	401	Test Miles	\$ 34.00	\$ 13,634.00
Fence	401	Test Miles	\$ 17.60	\$ 7,057.60
Fire Hydrants	401	Test Miles	\$ 17.00	\$ 6,817.00
Guardrail/Guidesail	401	Test Miles	\$ 17.60	\$ 7,057.60
Landscaping	401	Test Miles	\$ 44.00	\$ 17,644.00
Manhole Covers	401	Test Miles	\$ 23.80	\$ 9,543.80
Pavement Striping - Linear	401	Test Miles	\$ 26.40	\$ 10,586.40
Pavement Markings - Point	401	Test Miles	\$ 17.00	\$ 6,817.00
Retaining Walls	401	Test Miles	\$ 17.60	\$ 7,057.60
Pedestrian Curb Ramps	401	Test Miles	\$ 20.80	\$ 8,340.80
Sidewalks	401	Test Miles	\$ 17.60	\$ 7,057.60
Sign Supports	401	Test Miles	\$ 27.20	\$ 10,907.20
Signs	401	Test Miles	\$ 57.80	\$ 23,177.80
Sign & Supports - Combined - Discounted Rate	401	Test Miles	\$ 75.00	\$ 30,075.00
Sound/Noise Barriers	401	Test Miles	\$ 17.60	\$ 7,057.60
Street Furniture	401	Test Miles	\$ 27.20	\$ 10,907.20
Street Lights	401	Test Miles	\$ 40.80	\$ 16,360.80
Traffic Signals and Flashers	401	Test Miles	\$ 23.80	\$ 9,543.80
Trees	401	Test Miles	\$ 51.00	\$ 20,451.00
Utility Poles	401	Test Miles	\$ 40.80	\$ 16,360.80
Valves	401	Test Miles	\$ 34.00	\$ 13,634.00
Pavement Story Map for External Viewers, Standard, With Hosting for 1 year				
a. Years 2 - 4 Annual Updates of Rehabs; + hosting fees of \$1.20 per mile (if applicable)	3	Lump Sum	\$ 2,000.00	\$ 6,000.00
Pavement Condition Dashboard for Client Internal Viewing, Standard, With Hosting for 1 year				
a. Years 2 - 4 Annual Updates of Rehabs; + hosting fees of \$1.20 per mile (if applicable)	3	Lump Sum	\$ 2,000.00	\$ 6,000.00
City Council/County Commission Presentation - Virtual				
a. Add for an Onsite Presentation	1	Lump Sum	\$ 2,500.00	\$ 2,500.00
Non-Standard Written Report (Min. 8-Hours; beyond at Hourly Rate)	8	Hours	\$ 150.00	\$ 1,200.00
Additional or Specialty Maps for Reporting (In Addition to Maps in Standard Report)	1	Lump Sum	\$ 750.00	\$ 750.00
Additional Printed/Hard Copies of the Standard Final Report	1	Lump Sum	\$ 200.00	\$ 200.00
Sidewalk Condition Survey via Sidewalk-Surface Tester (SST) Data Collection	(Available Upon Request)			
Pedestrian Curb Ramp Non-Compliance Survey & Analysis via Mobile Lidar Data Collection	(Available Upon Request)			
Year to Year Data Comparisons - Prior Data Collected by Other Firm (QC/QA Team)	401	Test Miles	\$ 10.00	\$ 4,010.00
Year to Year Data Comparisons - Prior Data Collected by ICC-IMS > 3 Years Ago (QC/QA Team)	401	Test Miles	\$ 7.50	\$ 3,007.50
Year to Year Data Comparisons - Prior Data Collected by ICC-IMS < 3 Years Ago (QC/QA Team)	401	Test Miles	\$ 5.00	\$ 2,005.00



ONE ORGANIZATION » ENDLESS SOLUTIONS



TURN-KEY
SERVICES



EQUIPMENT
PROUDLY MADE
IN THE USA



END-TO-END
SOFTWARE



INDUSTRY-LEADING
DATA QUALITY
MANAGEMENT
PRACTICES

PROPOSAL PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-055-DOT
COMPANY NAME:	International Cybernetics Company, LP dba IMS Infrastructure Management Services
CONTACT PERSON:	Mollie Rhett
CONTACT EMAIL:	Mrhett@icc-ims.com

Section II: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted in the Price Proposal.

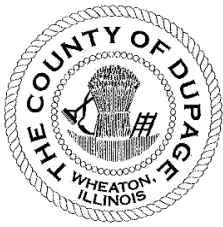
Printed Name: Michael Nieminen, PE, P. Eng

Signature: _

Signature on file

Title: CEO

Date: 04/28/2025



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

PROPOSAL FORM

Section I: Contact Information

Complete the contact information below.

RFP NUMBER:	25-055-DOT
COMPANY NAME:	International Cybernetics Company, LP dba IMS Infrastructure Management Services
MAIN ADDRESS:	10630 75th Street
CITY, STATE, ZIP CODE:	Largo, FL 33777
TELEPHONE NO.:	+1 727 547 0696
CONTACT PERSON:	Mollie Rhett
CONTACT EMAIL:	mrhett@icc-ims.com

Section III: Certification

The undersigned certifies that they are:

- ☐ The Owner or Sole Proprietor ☐ A Member authorized to sign on behalf of the Partnership ☒ An Officer of the Corporation ☐ A Member of the Joint Venture

Herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Michael Nieminen, CEO	
(President or Partner)	(Vice-President or Partner)
(Secretary or Partner)	(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, Proposal rigging or Proposal-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this Proposal and have checked the same in detail before submitting this Proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Offeror certifies that they have provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

The Offeror acknowledges and agrees that the proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Offeror agrees to provide the service described in this solicitation and in the contract specifications under the conditions outlined in attached documents for the amount stated.

By signing below, the Offeror agrees to the terms of this Proposal Form and certifies that the information submitted on this form is true and correct to the best of its knowledge.

International Cybernetics Company, LP
Offeror: dba IMS Infrastructure Management Services

Signature: Signature on file

Title: CEO

Date: 5/9/25



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-055-DOT
COMPANY NAME:	International Cybernetics Company, LP dba IMS Infrastructure Management Services
CONTACT PERSON:	Mollie Rhett
CONTACT EMAIL:	mrhett@icc-ims.com

Section II: Procurement Ordinance Requirements

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, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Mollie Rhett

Signature

Signature on file

Title: Director of Marketing

Date: 07/25/2005



Transportation Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DT-R-0022-25

Agenda Date: 8/5/2025

Agenda #: 10.A.

AWARDING RESOLUTION
TO THORNE ELECTRIC, INC.
2025 TRAFFIC SIGNAL MAST ARM REPLACEMENTS
AT VARIOUS LOCATIONS WITHIN DU PAGE COUNTY
SECTION 25-TSMAR-10-GM
(COUNTY COST: \$1,482,269.60)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for 2025 Traffic Signal Mast Arm Replacements at various intersections within DuPage County, Section 25-TSMAR-10-GM, setting forth the terms, conditions, and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2025 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

WHEREAS, the following bids were received in compliance with the contract proposal:

<u>NAME</u>	<u>BID AMOUNT</u>
Thorne Electric, Inc.	\$1,482,269.60
H&H Electric Company	\$1,494,119.04
Meade, Inc.	\$1,784,943.86 ; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Thorne Electric, Inc. for their submission of the lowest responsible bid in the amount of \$1,482,269.60.

NOW, THEREFORE, BE IT RESOLVED that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to Thorne Electric, Inc., 26W501 St. Charles Rd, Carol Stream, Illinois 60188; and

BE IT FURTHER RESOLVED that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and any associated Illinois Department of Transportation BLR forms appropriating the necessary motor fuel tax funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation; and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby authorized and directed to execute, and Clerk is hereby authorized and directed to attest the aforesaid contract with Thorne Electric, Inc.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

2025 JUL 24 PM 2:00

**DU PAGE COUNTY
DIVISION OF TRANSPORTATION**

OPENING OF PROPOSALS

Thursday, July 24, 2025
2:00 PM

Traffic Signal Mast Arm Replacements
Section 25-TSMAR-10-GM

Engineer's Estimate: \$1,283,693.68

Print 1 Project

Print 2 Projects

Print 3 Projects

Print 4 Projects

Print extra sign-in sheet

Reset input

BIDDER	✓	BID AMOUNT
✓ Meade, Inc.	✓	1,784,943.86
✓ Thorne Electric, Inc.	✓	1,482,269.60 ✓
✓ Home Towne Electric	✓	1,494,119.04
H & H Electric Co.		

✓ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)
 - Cover page
 - Proposal
 - Signatures
 - Notice to Bidders
 - Contractor Certifications
 - Schedule of Prices
- Local Agency Proposal Bid Bond (or Check)
- Apprenticeship or Training Program Certification
- Affidavit of Illinois Business Office
- BC 57 Affidavit of Availability (*may be submitted within 24 hours after the letting*)
- Vendor Ethics Disclosure Statement
- three (3) references form
- W-9 - Taxpayer Identification Number (*may be submitted after the letting*)
- Any other items required to be submitted with the bid, such as Bituminous Materials Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

abc

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

07/29/2025

DATE

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
						11343		11/30/2028		5/31/2029		Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT					UNIT PRICE	EXTENSION	
FY2026-1500-3550-54050			VV25TSMARTHNE			2025 Mast Arm Replacement and Traffic Signal Modification at						1,482,269.60	
						various intersections withing DuPage County.							
						Section Number 25-TSMAR-10-GM							
											TOTAL	\$1,482,269.60	

REMIT TO:

Thorne Electric, Inc. P.O. Box 321 Wheaton, IL 60187

COMMITTEE APPROVAL	DATE
Transportation	08/05/25
County Board	08/12/25

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

DOT-THORNE ELECTRIC 11343 25-TSMAR-10-GM

Signature on file

7/30/25
DATE



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25 - T8 MAR - 10 - GM
COMPANY NAME:	Thorne Electric, Inc.
CONTACT PERSON:	Shelly Thorne
CONTACT EMAIL:	shellythorne@thorneelectricinc.com

Section II: Procurement Ordinance Requirements

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, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Shelly Thorne

Signature: Signature on file

Title: Vice President

Date: 7-24-25



Transportation Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DT-R-0023-25

Agenda Date: 8/5/2025

Agenda #: 11.A.

RESCISSION OF PROFESSIONAL SERVICES AGREEMENT
APPROVED PER DT-P-0089-23 BETWEEN THE COUNTY OF DU PAGE
AND V3 COMPANIES, LTD. FOR
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
CH 4/BLOOMINGDALE ROAD BRIDGE OVER CHICAGO
CENTRAL & PACIFIC RAILROAD
SECTION 22-00184-12-BR

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0089-23 on August 8, 2023, wherein the County of DuPage (hereinafter referred to as "COUNTY") and V3 Companies, Ltd. (hereinafter referred to as "CONSULTANT") entered into a Professional Services Agreement for Construction Engineering Services ("ORIGINAL AGREEMENT") for improvements to the CH 4/Bloomingtondale Road bridge over the Chicago Central & Pacific Railroad, Section 22-00184-12-BR (hereinafter referred to as "IMPROVEMENT"); and

WHEREAS, Resolution DT-P-008-23 included a contract total cost not to exceed \$641,743.81 for the Construction Engineering Services related to the IMPROVEMENT; and

WHEREAS, since the execution of the aforementioned ORIGINAL AGREEMENT (COUNTY Resolution DT-R-0089-23), the COUNTY has received notification that Federal funds have been awarded to pay for the construction of the IMPROVEMENT and the construction of the project will be administered through the Illinois Department of Transportation; and

WHEREAS, the COUNTY had previously performed initial conceptual design engineering work to facilitate coordination with the Chicago Central & Pacific Railroad and by virtue of the Federal funds, new Phase I and Phase II Engineering work is required to make the project federally eligible, which will result in changes in scope and will further delay the start of the project, including the Construction Engineering Services expected to be provided by the CONSULTANT under the ORIGINAL AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board rescinds Resolution DT-P-0089-23, including the ORIGINAL AGREEMENT between the COUNTY and the CONSULTANT; and

BE IT FUTHER RESOLVED that an original copy of this Resolution be transmitted to V3 Companies, Ltd., 7325 Janes Avenue, Suite 100, Woodridge, Illinois 60517, by and through the Division of Transportation.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Transportation Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DT-R-0024-25

Agenda Date: 8/5/2025

Agenda #: 11.B.

RECREATIONAL LEASE AGREEMENT BETWEEN
THE COUNTY OF DUPAGE AND COMMONWEALTH EDISON COMPANY
EAST BRANCH DUPAGE RIVER GREENWAY TRAIL
CHICAGO, AURORA AND ELGIN RAILROAD (GENEVA BRANCH)
CONTRACT # 101653 (COUNTY COST-\$1.00)

WHEREAS, the COUNTY and Commonwealth Edison Company (hereinafter "LANDLORD") entered into a Recreational Lease Agreement (hereinafter "ORIGINAL LEASE") on May 28th, 2013 which leased a portion of the LANDLORD'S property to the COUNTY for use by the general public for a part of the East Branch DuPage River Greenway Trail along CH 54/Swift Road; said ORIGINAL LEASE has since expired; and

WHEREAS, the COUNTY and the LANDLORD desire to enter into a new lease through June 30th, 2045 for similar use of the property; and

WHEREAS, a new Lease Agreement (hereinafter "LEASE AGREEMENT") has been prepared and is attached hereto which outlines the agreed upon conditions; and

WHEREAS, it is in the best interest of the COUNTY to execute the attached LEASE AGREEMENT with the LANDLORD.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the referenced LEASE AGREEMENT between the COUNTY and the LANDLORD; and

BE IT FURTHER RESOLVED that one (1) signed original of the Resolution and LEASE AGREEMENT be sent to the LANDLORD, by and through the Division of Transportation.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

RECREATIONAL LEASE
August 12, 2025
by and between
COMMONWEALTH EDISON COMPANY
and
COUNTY OF DUPAGE

For and including the following described real estate:

CONTRACT NUMBER: 101653

For and including the following described real estate

R/W Name: CHICAGO, AURORA AND ELGIN RAILROAD (GENEVA BRANCH)

Location 1: Geneva Spur (See Exhibit A-1)

PARCEL 1: N 1/2, SECS. 4, 5, AND 6, TWP. 39N, R9E

OF THE THIRD PRINCIPAL MERIDIAN

DUPAGE COUNTY, ILLINOIS

PINS: 04-06-100-003, 04-06-100-012, 04-06-300-011,

04-06-200-027, 04-06-200-025, 04-05-100-003,

04-05-202-015, 04-05-202-017, 04-05-202-016,

04-04-101-008, 04-04-506-002, 04-04-400-002 & 04-04-400-023

Location 2: Geneva Spur from Prince Crossing Road to River (See Exhibit A-2) PARCELS: 9 TO

14 SECS. 11 & 12, TWP. 39N, R9E

OF THE THIRD PRINCIPAL MERIDIAN

DUPAGE COUNTY, ILLINOIS

PINS: 04-11-104-001, 04-11-105-001, 04-11-200-006,

04-11-201-006, 04-11-201-007, 04-12-100-005 & 04-12-100-006

R/W Name: JOLIET- CRYSTAL LAKE

Location 3: Batavia Spur (See Exhibit A-3)

PARCELS: 76 AND 76W-2: SEC. 5, TWP. 38N, R9E

OF THE THIRD PRINCIPAL MERIDIAN

DUPAGE COUNTY, ILLINOIS

PIN: 07-05-400-005

R/W Name: ELECTRIC JUNCTION - WATERMAN

Location 4: Aurora Branch (See Exhibit A-4)

PARCELS: 1 AND 2: SEC. 8, TWP. 38N, R9NE

OF THE THIRD PRINCIPAL MERIDIAN

DUPAGE COUNTY, ILLINOIS

PINS: 07-08-104-001, 07-08-104-002 & 07-08-201-005

C.E.CO. REGION: NORTHERN AND WESTERN

RECREATIONAL LEASE

THIS RECREATIONAL LEASE (the “**Lease**”) is made as of August 12, 2025 by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“**Landlord**”) and the COUNTY OF DUPAGE (“**Tenant**”) a municipal corporation (hereinafter referred to as “**Tenant**”) whose address is 421 North County Farm Road, Wheaton, IL 60187.

WHEREAS, Landlord is the owner of various parcels of land on or adjacent to the former rights-of-way of the City of Prospect Heights, IL and more fully described on Exhibit A (“**Landlord’s Property**”);

NOW THEREFORE, Landlord, for and in consideration of the payment of Rent (as hereinafter defined) by Tenant, and of the covenants, conditions and agreements of Tenant hereinafter set forth, does hereby lease and demise to the Tenant (without warranty of title), and Tenant does hereby lease from Landlord, a portion of Landlord’s property located in DuPage County, Illinois as shown on Exhibit A attached hereto and made a part hereof (the “**Leased Premises**”), for the purposes specified in Section 2 below.

1. TERM.

A. The term of this Lease (the “**Term**”) shall begin on August 12, 2025 (the “**Commencement Date**”) and shall terminate on **June 30, 2045 unless sooner terminated as provided herein.**

B. Subject to the terms and provisions of this Lease, Landlord hereby grants to Tenant one (1) option to renew this Lease on the same terms and conditions (each, a “**Renewal Option**”) for a renewal term of ten (10) years (each, a “**Renewal Term**”). If Tenant desires to exercise a Renewal Option, it shall notify Landlord in writing no earlier than one (1) year and not later than one hundred eighty (180) days prior to the then current expiration date of the Term (before the operation of the Renewal Option being exercised); and, once exercised, shall operate to extend the Term to end concurrently with the Renewal Term set by the Renewal Option so exercised.

C. Subject to Subsection 1.D. below, such notice shall only be effective if delivered at a time when Tenant is not in default hereunder and when to the knowledge of Tenant, no default, breach, unsatisfied condition or other event has occurred or circumstances exist that constitute or which, with the giving of notice or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute such a default.

D. In addition to any other inspections of the Leased Premises that Landlord may conduct during the Term of this Lease, during the period between the exercise of a Renewal Option and the start of the associated Renewal Term, Landlord shall review the Leased Premises and determine whether Tenant is in compliance with the terms and conditions of the Lease. Landlord shall notify Tenant in writing if any deficiencies in the performance of Tenant’s obligations under the Lease are discovered during such review and any actions needed to correct them. Unless otherwise agreed in writing by Landlord, Tenant shall correct any item on such notice prior to the start of the Renewal Term in question.

E. Prior to the beginning of any Renewal Term, the parties shall execute an amendment to this Lease to memorialize such Renewal Term. If Tenant does not exercise a Renewal Option, such Renewal Option and all subsequent remaining Renewal Options (if any) shall thereupon expire.

2. **PURPOSE.** The Leased Premises shall be used by Tenant solely for the purposes of a Ten (10) foot wide recreational trail for pedestrians and bicyclists and equestrians (“**Tenant’s Facilities**”), in compliance with all Legal Requirements (as defined in the next sentence) and the terms and provisions of this Lease, and for no other purposes (the “**Permitted Use**”). For purposes hereof, the term “**Legal Requirements**” shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes (including the National Electrical Safety Code), executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Leased Premises or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon Landlord or Tenant, or the use and occupancy thereof by Tenant. “Legal Requirements” shall include “Environmental Laws” as defined in Section 15, below. Tenant’s use of the Leased Premises shall also be and remain subject to Landlord’s superior right to use all or any portion of the Leased Premises for its business purposes, including the installation, use and maintenance of any transmission, distribution or communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by Landlord and now or hereafter installed by Landlord on or near the Leased Premises (“**Landlord’s Facilities**”).

3. **RENT.**

A. **Base Rent.** Landlord acknowledges its receipt of the payment of “**Base Rent**”, a one-time payment by Tenant in the amount of One and No/100 Dollars (\$1.00) and no other Base Rent shall be assessed during the term of this Lease.

B. **Rent.** For purposes of this Lease, the term “**Rent**” shall mean the Base Rent, together with all other amounts due and payable by Tenant to Landlord under this Lease.

C. **Payment of Rent.** All Rent due and payable by Tenant under this Lease shall be paid to the following address:

Commonwealth Edison Company
Real Estate Department, 4th Floor
Three Lincoln Center
Oakbrook Terrace, Illinois 60181
Attn: Lease Payment Department

or to such other place as Landlord may from time to time designate in writing. All payments due from Tenant hereunder which are not paid when due shall bear interest at a rate equal to ten percent (10%) per annum from the date due until paid (the “**Default Rate**”). Such interest shall be compounded monthly. In addition to, and not in lieu of, the foregoing (and any other rights and remedies to which Landlord is entitled under this Lease), in the event that any payment due from Tenant hereunder is not paid within five (5) business days of the date that the same is due, then a late fee in the amount of ten percent (10%) of the unpaid amount shall be due and payable by Tenant to Landlord. All Rent shall be paid by Tenant without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds. Tenant’s obligations to pay Rent are independent of each and every covenant contained in this Lease.

E. **Net Lease.** Except as otherwise provided in this Lease, the Rent herein shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord, the Rent in each year during the Term of this

Lease and any renewals thereof, and that all costs, expenses and obligations of every kind and nature whatsoever, relating to the Leased Premises which may arise or become due during the Term of this Lease or any renewal or extension thereof, or as a result of Tenant's use or occupancy of the Leased Premises, shall be paid by Tenant, and Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord from all such costs, expenses and obligations.

4. **TAXES.** Tenant shall pay the following amounts as "Taxes" to Landlord in each case no later than thirty (30) days after Landlord's written demand therefor:

A Tenant's proportionate share of the land component of all real estate taxes for each tax parcel of which the Leased Premises is a part for all periods falling within the Term, which proportionate share shall be calculated as follows: (i) the total land component of each tax bill for each such real estate tax parcel which includes any portion of the Leased Premises, multiplied by (ii) a fraction, the numerator of which shall be the acreage of the portion of such tax parcel which falls within the Leased Premises, and the denominator of which shall be the total acreage of such tax parcel; plus

B All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Tenant at the Leased Premises for all periods falling within the Term, plus

C Any increase in the real estate taxes and other assessments payable with respect to the Leased Premises (or any tax parcel of which the Leased Premises is a part) which is allocable to this Lease, Tenant's use or occupancy of the Leased Premises, or any improvements, structures or fixtures constructed, installed or placed by Tenant at the Leased Premises (but without duplication of any amount payable pursuant to clause (B) above), for all periods falling within the Term; plus

D For purposes of this Lease, Taxes "for" or "with respect to" any particular period (or portion thereof) shall mean the Taxes which are payable during the calendar year in which any portion of such period falls, irrespective of the fact that such Taxes may have accrued with respect to a different period.

E Tenant hereby covenants and agrees that Tenant shall, no later than the Tax Exemption Date (as hereinafter defined), at Tenant's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be reasonably necessary and/or appropriate, in order to cause the Leased Premises to be exempted from the payment of real estate taxes, to the extent that it is possible without the transfer of any ownership or change in the property owner name in the records of the applicable taxing jurisdiction, under applicable Legal Requirements. Concurrently with the delivery of any such documents, instruments, petitions and applications, Tenant shall furnish Landlord with copies thereof. In the event that Tenant is successful in obtaining any such real estate tax exemption for the Leased Premises, then Tenant shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Lease is in effect (and Tenant shall execute such documents, instruments, petitions and applications, and take such other actions which may be reasonably necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Tenant is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Leased Premises, then Tenant shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Landlord so requests, take such actions as may be reasonably necessary to apply for such exemption (or continuation); provided however, in no event shall Tenant have any power or authority to change, alter or modify in any way, the tax parcel number, property owner name or mailing address of the Leased Premises in the records of the applicable taxing jurisdiction. For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Lease, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Lease is

executed and delivered. Notwithstanding anything contained in this paragraph, to the extent Tenant fails to obtain a tax exemption with respect to the Leased Premises for any reason, Tenant shall pay the Taxes as required above in this Section 4.

5. CONDITION. Tenant has examined the Leased Premises and knows its condition. Tenant hereby accepts the condition of the Leased Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations or warranties as to the condition, repair or compliance with Legal Requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by or on behalf of Landlord. By accepting possession of the Leased Premises, Tenant shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Leased Premises.

6. MAINTENANCE; SERVICES AND UTILITIES.

A. Tenant agrees at its sole cost and expense, to keep and maintain **the Leased Premises together with the [adjacent] open grass way area (such open grass way area together with Tenant's Facilities being the "Specified Area")** in a clean, safe, neat, sanitary and sightly condition and repair, and commensurate with the conditions existing at the time this Lease is executed to Landlord's satisfaction at all times during the Term hereof. Without limiting the generality of the foregoing, Tenant shall (subject to the terms and provisions of this Lease and all at Tenant's sole cost and expense): (i) perform any and all necessary paving, grading, landscaping, cutting and mowing of grass and weeds (including all Canadian thistles and other noxious weeds and growths at the Leased Premises) and (ii) promptly (and if Landlord provides written notice, no later than three (3) business days after receipt of such notice) remove all litter, garbage and graffiti from, and repair any vandalism (except for vandalism to Landlord's Facilities) to, the Specified Area or any nearby area, including, without limitation, any structure or bridge crossing used for Tenant's Facilities, on or near the Specified Area. Tenant's obligations under this Section 6 are solely those of Tenant and Landlord shall have no responsibility to undertake such obligations or to perform any action required of Tenant hereunder.

B. Landlord shall not be responsible for furnishing or providing any services or utilities to the Leased Premises (or any costs or expenses associated therewith), but rather, Tenant shall be responsible, at Tenant's sole cost and expense, for providing all such services and utilities. Landlord has made no representation, warranty or covenant of any kind regarding the availability (or future availability) of any such utilities and services, and no failure to provide or interruption of any such services or utilities or services shall give rise to any right or remedy in favor of Tenant under this Lease. Landlord may from time to time, but shall have no obligation to, maintain the Leased Premises in accordance with its customary maintenance program then in effect and Tenant shall have no right to require Landlord to maintain the Leased Premises in any manner.

C. Tenant assumes all of the responsibilities normally identified with the ownership of the Leased Premises, including, but not limited to, responsibility for the condition of the Leased Premises, such as the operation, repair, replacement, maintenance and management of the Leased Premises, including, without limitation, repairs to all buildings, structures, fixtures, equipment and other property thereon; provided, that (except as expressly set forth below) in no event shall Tenant maintain, repair, gain access to or in any way use or operate any of Landlord's Facilities.

7. SURRENDER OF LEASED PREMISES; RESTORATION. Tenant agrees that upon termination of the Term of this Lease, whether by expiration or otherwise, Tenant will peaceably quit and surrender the Leased Premises to Landlord, and will, at its sole cost and expense, remove all Tenant's personal property, fixtures, structures and improvements, and will, at Landlord's sole and absolute

discretion, restore and regrade the Leased Premises to substantially the same condition the Leased Premises were in on the date hereof (other than any improvements, installations and modifications made by Landlord). This Section shall survive the termination or expiration of the Lease.

8. COMPLIANCE WITH LAWS; WASTE; OTHER COVENANTS OF TENANT.

A. General. Tenant, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements, Landlord's vegetation management practices and procedures and all of the requirements listed in Exhibits C-1 and C-2 attached to this Lease and made a part hereof. In addition, Tenant covenants and agrees that it will not commit waste, loss or damage to the Leased Premises or any other property of Landlord.

B. Change in Law. Tenant acknowledges that Landlord may incur costs as a result of the enactment of new Legal Requirements relating to the Leased Premises, and/or changes in Legal Requirements relating to the Leased Premises. Tenant agrees that any such costs incurred by Landlord for complying with such new or changed Legal Requirements and due in whole or in part to Tenant's use and/or occupancy of the Leased Premises shall be an expense recoverable by Landlord from Tenant. To the extent any such expense paid by Tenant to Landlord is subsequently recovered by or reimbursed to Landlord through insurance or recovery from responsible third parties or other action, Tenant shall be entitled to a proportionate share (as reasonably determined by Landlord) of such recovery or reimbursement.

C. Notice of Violations. Tenant shall immediately provide Landlord with written notice: (i) upon Tenant's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Leased Premises, and/or (ii) of Tenant's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to the Leased Premises, including without limitation, any alleged or actual violation of any Legal Requirements or any request for additional information, rejection or confirmation regarding any application for exemption from real estate taxes.

D. Height and Other Limitations. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas, and/or any trees, shrubs or other plants or vegetation planted or installed per Exhibit E at the Leased Premises by Tenant) having a height which exceeds the maximum allowable height under OSHA's height standards in effect from time to time during the Term, shall be driven, moved or transported on the Leased Premises without Landlord's prior written consent with the exception of maintenance (including third party) vehicles or emergency vehicles. Tenant shall not allow any activity which could result in a wire to ground electrical contact or damage to towers or poles; such as, flying kites, model airplanes, driving minibikes, go carts and snowmobiles. If Landlord so requests, Tenant will post signs prohibiting such activities.

9. ALTERATIONS.

A. Generally. Tenant shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the "**Alterations**") in or about the Leased Premises without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any Alterations shall be performed: (i) by Tenant, at Tenant's sole cost and expense (and Landlord shall have no duty or obligation with respect thereto), (ii) pursuant to plans and specifications approved in writing by Landlord (in Landlord's sole discretion), (iii) by contractors and subcontractors approved in writing by Landlord (in Landlord's sole discretion), (iv) in compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Tenant shall, at Tenant's sole cost and expense, obtain any and all permits and approvals necessary for the performance of any Alterations. During the performance of any Alterations, Tenant shall carry, and shall cause its contractors and subcontractors to carry, such insurance as Landlord shall, in its sole discretion, direct. Neither Tenant

nor any of Tenant's authorized agents shall, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Leased Premises, or permit any materials to be delivered to or used in the Leased Premises, whether in connection with any Alteration or otherwise, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Leased Premises (or any other property) by Landlord, Tenant or others, or the use and enjoyment of the Leased Premises by Landlord or other tenants or occupants of the Leased Premises. In the event of such interference or conflict, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Leased Premises immediately. At the sole discretion of Landlord, any proposed Alterations shall be subject to a review fee, the amount of which will be determined by Landlord upon receipt of Tenant's request for consent to such Alterations. Such fee shall be due and payable by Tenant within five (5) days from receipt of notice from Landlord of the amount of such review fee and Landlord shall not be required to consider Tenant's request for Landlord's consent to any Alterations until the review fee for such Alterations is paid.

B. Paving, Filling and Planting. Without limiting the generality of the terms and provisions of Subsection 9.A. above, Tenant acknowledges and confirms that any and all grading, leveling, adding or removing soil and/or paving of the Leased Premises (or any portion thereof), and any and all planting, seeding and similar activities shall constitute "**Alterations**" for purposes of this Lease, and shall be subject to each and all of the terms and provisions relating thereto. In any event, any and all debris from any Alterations of Tenant shall be promptly removed from the Leased Premises by Tenant. In the event that, in connection with Tenant's Alterations, Tenant elects to fill any low spots on the Leased Premises, only clean fill (defined as not containing debris such as gravel, concrete, tree roots, brick or any contaminants) shall be used prior to the spreading of base fill underlying any paving. No paving or grading work (or similar work) of any kind will be undertaken within a ten (10) foot radius of any tower leg (or similar equipment, improvement or facility) of Landlord. Paving shall be well drained, firm and solid blacktop (or other substance approved in writing by Landlord), and shall be neat and clean in appearance. In addition, and not in lieu of the foregoing, any such grading, leveling, paving, filling and/or planting or seeding of the Leased Premises shall comply with the terms and provisions of Section 12 below and Landlord's vegetation management practices and procedures. Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased in excess of 8 inches (8") without Landlord's prior written consent.

C. Drainage. Tenant covenants and agrees that no Alterations made by Tenant pursuant to this Lease shall cause any surface water drainage problems for Landlord or any adjoining landowners. In the event that any such water drainage problems are caused by Tenant's Alterations, Tenant shall correct such problems immediately at Tenant's sole cost and expense.

D. Fencing and Barriers. Tenant covenants and agrees that, in the event that Tenant installs (or is required (by Landlord or otherwise) to install) any fencing and/or gates in connection with Tenant's Alterations at the Leased Premises (or its use or occupancy of the Leased Premises), Tenant will install, maintain and operate such fences and/or gates in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto and made a part hereof, and any and all other fencing and locking rules, regulations and guidelines which Landlord may deliver to Tenant from time to time prior to or during the Term. Tenant also acknowledges and confirms that, in connection with Landlord's review and/or approval of the plans and specifications for Tenant's Alterations at the Leased Premises (as provided in Subsection 9.A. above), Landlord may require, prior to or at any time during the Term of this Lease, that barriers ("**Barriers**") be installed on the Leased Premises in order to protect Landlord's Facilities and/or other equipment, improvements and facilities of Landlord and other users and occupants of the Leased Premises. Any such Barriers shall be installed, at Landlord's sole option, either: (i) by Tenant, at Tenant's sole cost and expense, in a manner satisfactory to Landlord, or (ii) by Landlord, in which event Tenant shall pay to Landlord, prior

to such installation, Landlord's reasonable estimate of the cost of such installation of the Barriers. Any barriers required to be installed hereunder shall be installed, maintained and operated by Tenant in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto, and any and all rules, regulations and guidelines regarding barriers which Landlord may deliver to Tenant from time to time prior to or during the Term.

E. Soil Removal. Tenant hereby agrees that it will not remove any soil from the Leased Premises without the prior written consent of Landlord. Any soil removed from the Leased Premises to which Landlord consents (as provided in the preceding sentence) shall become the property of Tenant and shall be: (i) transported and disposed of by Tenant (at its sole cost and expense) in a manner approved in writing by Landlord and in compliance with all Legal Requirements, and (ii) promptly replaced by Tenant at its sole cost and expense, with clean soil not contaminated with Hazardous Materials (as defined in Section 15 below).

F. Third Party Facilities. Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection reasonably required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

G. Supervision. Landlord shall have the right (but not the obligation) to monitor and observe Tenant's performance of any Alterations at the Leased Premises (or any component thereof) and, in the event that Landlord so elects, Tenant shall reimburse Landlord for any and all costs of such monitoring and observation, together with a charge for Landlord's overhead, as determined by Landlord. In the event that Landlord elects to monitor or observe any such work, in no event shall Landlord be deemed to have approved or made any representation or warranty regarding the same.

H. Notification. In addition to and not in lieu of, Tenant's other obligations under this Section 9, Tenant also agrees to notify Landlord's Representative, at ComEdRealEstateFacilities@comed.com, at least seventy two (72) hours prior to the commencement of any Alterations at the Leased Premises.

10. INDEMNITY. To the maximum extent permitted under Legal Requirements, Tenant agrees to protect, indemnify, defend (with DuPage County counsel acceptable to Landlord) which acceptance shall not be unreasonably withheld because under Illinois law, 55 ILCS 5/3-9005, any attorney representing the County of DuPage, who is not already an Assistant State's Attorney, is to be appointed as Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008 and hold harmless Landlord and Exelon Corporation, a Pennsylvania corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "**Losses**"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "**Claims**"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Tenant or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "**Tenant Group**") at, on or about the Leased Premises, and/or (ii) any breach or violation of this Lease on the part of Tenant, and notwithstanding anything to the contrary in this Lease, such obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination or expiration of this Lease. This indemnification shall include, without limitation, claims made

under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors). Neither party makes any representation of the extent or nature of its authority to defend or indemnify.

11. WAIVER. Any entry onto the Leased Premises by Tenant and, to the extent permitted by law, each and every member of the Tenant Group, shall be at such parties' sole risk, and Landlord makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Leased Premises or the condition of the Leased Premises (including, without limitation, the environmental condition thereof). To the fullest extent permitted by law, Tenant and each member of the Tenant Group hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever releases the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Tenant or any member of the Tenant Group in connection with any entry onto the Leased Premises pursuant to this Lease. Without limiting the generality of the foregoing, in no event shall any of the Indemnified Parties be responsible or liable for any loss, damage, destruction, theft or misappropriation of any of the property of Tenant or any member of the Tenant Group. This Section will survive termination or expiration of the Lease.

12 DIGGING WORK. If Tenant performs any grading, leveling, digging or excavation work on the Leased Premises (which work shall be subject to Landlord's prior written approval), Tenant will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Leased Premises are located in the City of Chicago, or in the event the Leased Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Leased Premises. If Tenant damages any such underground facilities in the course of its work, Tenant will promptly reimburse Landlord or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage.

13. CASUALTY. In the event of any damage to or destruction of the Leased Premises, by fire or other casualty, which materially and adversely affects Tenant's use and enjoyment of the Leased Premises for the purposes specified in this Lease, then either Landlord or Tenant shall have the right, no later than ninety (90) days after such party becomes aware of such damage or destruction, to terminate this Lease upon sixty (60) days' prior written notice to the other. In the event of any damage or destruction which is not so extensive, or in the event that Landlord and Tenant elect not to terminate this Lease pursuant to the preceding sentence, then this Lease shall continue in full force and effect, and Tenant will promptly and diligently, at its sole cost and expense, repair, restore, rebuild and replace the Leased Premises (and all improvements, fixtures, equipment and property thereat) as nearly as possible to the condition they were in immediately prior to such damage or destruction. Any such work shall be done in a manner satisfactory to Landlord, and in accordance with all Legal Requirements and the terms and provisions of this Lease. Landlord shall not be liable or responsible for any loss or damage caused to any property of Tenant or any member of the Tenant Group (including, without limitation, any such loss or damage caused by fire, vandalism or other casualty) at any time during the Term hereof.

14. CONDEMNATION. If the Leased Premises, or a substantial part thereof, or a portion which prevents use of the Leased Premises for the purposes specified herein, shall be taken or condemned by any competent authority for any public use or purpose, the Term shall end on the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of any condemnation award or proceeds (it being understood that Landlord shall be entitled to the entire amount of any such award or proceeds, and Tenant shall have no right to share therein). Then current Rent shall be apportioned as of the date of such termination.

15. ENVIRONMENTAL PROTECTION.

A. General. Tenant covenants and agrees that Tenant shall conduct its operations on the Leased Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Tenant nor any member of the Tenant Group shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Leased Premises. Without limiting any other indemnification obligations of Tenant contained herein, Tenant hereby agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Tenant, any member of the Tenant Group or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Leased Premises. For purposes of this Lease, the term "**Hazardous Materials**" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. For purposes hereof, the term "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

B. Wetlands. If there are wetlands on the Leased Premises, or if wetlands should develop on the Leased Premises during the Term, Tenant shall strictly comply with and observe all applicable Environmental Laws. At Landlord's request, Tenant shall, at Tenant's sole cost, furnish Landlord with a survey of the Leased Premises delineating any wetland areas located on the Leased Premises. Under no circumstances shall Tenant change the physical characteristics of any wetland areas located on the Leased Premises, or any other adjoining land or place any fill material on any portion of the Leased Premises, or any adjoining land, without in each instance obtaining Landlord's prior written consent (which may be granted or withheld in Landlord's sole discretion), and only then in compliance with applicable Environmental Laws.

C. Notice of Violation/Release. Tenant shall provide Landlord with prompt written notice upon Tenant's obtaining knowledge of the existence of any Hazardous Materials on, in or under the Leased Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Materials affecting the Leased Premises.

D. Survival. This Section shall survive the expiration or other termination or expiration of the Lease.

16. **INSURANCE.** Tenant shall comply with the insurance provisions contained in Exhibit D attached hereto and made a part hereof.

17. **ZONING.** Tenant hereby acknowledges that Landlord has made no representations that the Leased Premises may be used or is properly zoned for the Permitted Use, and Tenant further agrees that it will (at its sole cost and expense) obtain all necessary permits and other approvals prior to undertaking the Permitted Use. Tenant assumes all obligations and responsibilities for compliance with all Legal Requirements including, without limitation, all applicable zoning laws and ordinances, building codes and governmental regulations. This Lease is not preconditioned on Tenant obtaining any zoning or use permits or approval. This Lease does not constitute the authority to seek a zoning change to permit the Permitted Use, and in no event shall Tenant seek or apply for any such zoning change to the Leased Premises without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole and absolute discretion.

18. **NO SIGNS.** Tenant shall not place or permit to be placed by any person or entity (other than Landlord) on the Leased Premises any signs or billboards (including, without limitation, any advertising signs or billboards) without the prior written approval of Landlord, which approval Landlord may give or withhold in Landlord's sole and absolute discretion. Tenant may place signs on the Specified Area without the consent of Landlord relating solely to safety and directional matters involving the Permitted Use. Tenant agrees to place a sign in a visible area within the Specified Area that contains an acknowledgment of Landlord's assistance and cooperation with the Tenant with respect to the Permitted Use, all in a manner and form reasonably acceptable to Landlord.

19. **DAMAGE TO LANDLORD'S FACILITIES.** Tenant agrees that in the event any work done by or on behalf of the Tenant on the Leased Premises causes damage to Landlord's Facilities, Tenant will promptly reimburse Landlord for any and all expense incurred for the repairing or replacement of such damage, within thirty (30) days, after presentation to Tenant of Landlord's statement therefor.

20. **DEFAULT.**

A. The occurrence of any of the following shall be considered a "**Default**":

(i) Tenant shall at any time fail to make any payment of Rent (or any portion thereof) or any other payments required of Tenant hereunder when required, and such failure continues for a period of more than ten (10) days (without necessity of any notice or demand therefor); or

(ii) Tenant shall breach or violate any of its duties or obligations set forth in Section 7 (Surrender of Leased Premises; Restoration), Section 8 (Compliance with Laws), Section 16 (Insurance), Section 22 (Covenants Against Liens), Section 23 (Assignment and Subletting) or Section 30 (Subordination; Estoppel) of this Lease; or

(iii) Tenant shall at any time be in default of any other covenants and conditions of this Lease to be kept, observed and performed by Tenant, which and such default continues for more than thirty (30) days (or such shorter time period as may specifically be set forth in this Lease) after notice from Landlord; or

(iv) this Lease or Tenant's interest therein, or any interest in Tenant, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Tenant, or any of Tenant's property in the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or

(v) a receiver, assignee or trustee shall be appointed for Tenant or Tenant's property or if the Tenant shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Tenant; or

(vi) Landlord shall receive notice of any alleged violation of any Legal Requirements resulting from or in any way connected with Tenant's use of the Leased Premises and such violation is not cured (and all liabilities connected therewith fully satisfied) by Tenant prior to the earlier of (a) the last day of the period permitted by law for curing such violation or (b) the first date Landlord becomes subject to any fine, penalty, lien, judgment, order or other liability due to the continued existence of such violation; or

(vii) Tenant shall abandon the Leased Premises or vacate same during the Term hereof.

B. If a Default occurs, Landlord may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Landlord may be entitled under this Lease, at law or in equity):

(i) At its option, at once, without notice to Tenant or to any other person, terminate this Lease and at its option, require payment in full of the Rent due for the unexpired term of the Lease;

(ii) Enter into the Leased Premises, and remove Tenant's property and effects therefrom, and/or take and hold possession thereof, without such entry and/or possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations to pay Rent and perform all its other obligations hereunder for the full Term, and to relet the Leased Premises or any part or parts thereof, either in the name of for the account of Landlord or Tenant, for such Rent and for such term and terms as Landlord may see fit, which term may at Landlord's option extend beyond the balance of the Term of this Lease. Except to the extent required under applicable Legal Requirements, Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by the Tenant about such reletting. In any case, Landlord may make such repairs, alterations and additions in or to the Leased Premises as it sees fit. Tenant shall pay Landlord any deficiency between the Rent hereby reserved and covenanted to be paid and the net amount of the rents collected on such reletting, for the balance of the Term of this Lease, as well as any expenses incurred by Landlord in such reletting, including, but not limited to attorney's fees, broker fees, the expenses of repairing, altering the Leased Premises, and otherwise preparing the same for re-rental. All such costs, other than the rental, shall be paid by Tenant upon demand by Landlord. Any deficiency in rental amounts shall be paid in monthly installments, upon statements rendered by Landlord to Tenant, unless Landlord has declared the entire Rent for the balance of the Term due, as elsewhere in this Lease provided. Any suit brought to collect the amount of the deficiency for any one or more months' Rent shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent month's Rent;

(iii) Require that upon any termination of this Lease, whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, the Tenant shall at once surrender possession of the Leased Premises to the Landlord and immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Leased Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry, without thereby waiving Landlord's rights to Rent or any other rights given Landlord under this Lease or at law or in equity;

(iv) Remove, at its option if the Tenant shall not remove all effects from the Leased Premises in this Lease as provided, any or all of such effects in any manner that Landlord shall choose and store the same without liability for loss thereof, and Tenant will pay Landlord, upon demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord may at its option, without notice, sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to Landlord, including the expenses of removal and sale;

(v) Collect from Tenant any other loss or damage Landlord may sustain by reason of any breach (including, without limitation, the unamortized portion of any brokerage fee or commission paid by or on behalf of Landlord to any broker or finder with respect to this Lease) and any diminished value of the Leased Premises resulting from said breach;

(vi) Enjoin any such breach of this Lease by Tenant; and/or

(vii) Take any and all corrective actions Landlord deems necessary or appropriate to cure the default of Tenant in question and charge the cost thereof to Tenant, together with (i) interest at the Default Rate, and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred Landlord in administering such cure, such payment to be made by Tenant upon Landlord's presentment and demand therefor.

C. Except as specifically provided in this Section Tenant expressly waives the service of any notice of intention to terminate this Lease or to terminate Tenant's right of possession of the Leased Premises or to re-enter the Leased Premises and waives the service of any demand for payment of Rent or for possession and waives the service of any and every other notice or demand prescribed by any statute, law or ordinance and agrees that the simple breach of any of the covenants of this Lease (beyond any applicable notice and cure periods) shall, of itself, without the service of any additional notice or demand whatsoever, at Landlord's option, constitute a default on the part of Tenant. No receipt of monies by the Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased Premises after termination in any way of this Lease or after the giving of any notice, shall reinstate, constitute or extend the Term of this Lease or affect any notice given to the Tenant prior to the receipt of such money, it being agreed that after the service of notice of the commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rent or other amounts due Landlord and such payment not waive or affect said notice, said suit, or said judgment.

D. Any and all rights and remedies which Landlord may have under this Lease at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time.

E. If Landlord is required to incur expense, legal, incidental, or consequential, because of the breach of this Lease by Tenant, the Tenant shall promptly reimburse Landlord for such expense upon being given a written itemization and explanation thereof. In the event of commencing a court action as a result of any breach, it is agreed that such expenses are to be considered a part of the damages claimed in said action and any expense incurred in prosecuting that action shall be included. It is agreed that the term "expenses" as used herein shall include, but not be limited to, attorney's fees, court costs, district justice costs, and any and all other costs and expenses reasonably related to such breach.

F. The failure of Landlord to enforce rights under this Lease on one or numerous occasions shall not affect the Landlord's ability to enforce that right on any subsequent occasion or occasions.

G. Upon the occurrence of a Default or any breach or default under this Lease by Tenant, Tenant shall be liable for and shall reimburse Landlord upon demand for all reasonable attorney's fees and costs incurred by Landlord in enforcing Tenant's obligations under this Lease, whether or not Landlord files legal proceedings in connection therewith.

H. In the event that a Default shall occur and Landlord elects to terminate this Lease, or upon expiration of this Lease, Tenant shall not be relieved of its duties or obligations under this Lease so long as Tenant or any of Tenant's property remains on the Leased Premises. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

I. In the event of a threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall (without limiting any of Landlord's other rights or remedies hereunder, at law or in equity) have the right to enjoin any such threatened breach.

21. LIMITATION ON LIABILITY. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements continued in this Lease are made or intended as personal covenants, undertakings or agreements by Landlord or any entity which is affiliated with Landlord its parent or subsidiaries. Tenant specifically agrees to look solely to Landlord's interest in the Leased Premises for the recovery of any sums, damages, awards or judgments from Landlord. It is agreed that neither Landlord, nor any entity which is affiliated with Landlord (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, venturers, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Lease.

22. COVENANTS AGAINST LIENS. Tenant hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Leased Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Tenant or any member of the Tenant Group or otherwise. In the event any such lien or claim for lien is filed, Tenant will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Landlord, Landlord, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof), and Tenant shall promptly upon notice thereof reimburse Landlord for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Landlord in connection with such lien or claim of lien. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liens or claims to the extent permitted by law for lien arising out of or in any way connected with Tenant's use and occupancy of the Leased Premises. Any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

23. ASSIGNMENT AND SUBLETTING. Tenant shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Lease (or any interest of Tenant herein), whether by operation of law or otherwise, and shall not sublet (or underlet), or permit, or suffer the Leased Premises or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Tenant in contravention of the provisions of this Section shall be void. For purposes of this Lease any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Tenant shall constitute an assignment of this Lease, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Tenant shall mean: (a)

the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Tenant, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Tenant, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

24. TERMINATION. Prior to the end of the Term, this Lease may be terminated at any time by either of the parties hereto by giving ninety (90) days prior written notice to the other party of such termination. This Lease may also be terminated by Landlord, if Landlord is required to do so by a regulatory body, by a court of competent jurisdiction or Legal Requirements. In the event this Lease is terminated for any reason, any Rent paid in advance shall be prorated to the effective date of such termination and the unearned portion thereof refunded to Tenant.

25. LANDLORD'S RIGHTS. The rights of the Landlord to utilize the Leased Premises in its utility business, at all times, will be and remain paramount to the rights herein granted to Tenant by Landlord and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically refer to rights relating to sewers, water pipes and mains, drainage tiles and pipes, gas main and pipelines and other associated uses. In addition, Landlord shall have the right to enter upon the Leased Premises at any time and from time to time during the Term to (a) show the same to prospective tenants, mortgagees and/or purchasers, and to place "For Rent" and/or "For Sale" signs thereon and (b) to conduct any and all vegetation management in, on, or about the Leased Premises in accordance with Landlord's then current vegetation management practices and procedures.

26. RIGHT OF ENTRY.

A. Tenant agrees that Landlord and Landlord's agents, representatives, employees, contractors, licensees, invitees, tenants, successors and assigns (collectively, "**Landlord Parties**"), shall have the right to enter the Leased Premises at any time Landlord deems necessary, to alter, modify, augment, supplement, improve, upgrade, use, operate, repair, replace, install, construct, maintain or protect Landlord's Facilities and to conduct vegetation management activities, including the right to cut down, trim and remove any trees, brush or other vegetation that interferes with or potentially interferes with Landlord's Facilities on the Leased Premises as Landlord deems necessary in its sole discretion. Tenant shall not plant any trees or other vegetation on the Leased Premises without the prior written consent of Landlord which it may withhold in its sole discretion. Landlord has the right to require Tenant to remove and relocate any paving, improvements or property owned or used by Tenant at the Leased Premises, in connection with the use, operation, maintenance, repair, installation and/or removal of Landlord's Facilities by any Landlord Party, and/or or in connection with any other use (present or future) of the Leased Premises by the Landlord Parties, all of which removal and relocation shall be at Tenant's sole cost and expense. In the event that Tenant fails to remove and/or relocate any such paving, improvements or property upon notice from Landlord, then Landlord shall have the right (but not the obligation) to remove such paving, improvements or property on Tenant's behalf, and at Tenant's cost, and Tenant shall promptly reimburse Landlord for any costs and expenses paid or incurred by Landlord in connection therewith. Tenant agrees that it will cooperate with Landlord in connection with any entry on, and work at, the Leased Premises by the Landlord Parties, and shall coordinate Tenant's use of the Leased Premises with any use of the Leased Premises by any of the Landlord Parties, including but not limited to vegetation management. Landlord shall not in any event be liable for inconvenience, disruption, disturbance, loss of business or other damage to Tenant by reason of any entry on, or work at, the Leased Premises by any Landlord Party, or on account of bringing materials, supplies, and equipment into or through the Leased Premises. Tenant understands that the business of the Landlord involves, among other things, the construction, installation, maintenance, operation, and use of Landlord's Facilities now or which may

hereafter be erected or installed upon, along, on, over, across or under the Leased Premises, or property adjacent thereto, which are used or useful in connection with the generation, conversion, transmission or distribution of electricity and gas and communications services. Tenant covenants and agrees (as a specific condition of this Lease) that Tenant and each member of the Tenant Group will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of the Landlord's Facilities, nor damage, destroy, interfere with, obstruct or otherwise adversely affect, Landlord's Facilities.

B. Landlord and its representatives may enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises, or to show the Leased Premises to prospective purchasers, investors, encumbrancers, or tenants. In the case of an emergency, Landlord or its agents may enter the Leased Premises without prior notice, and may enter forcibly, without liability to Tenant, and without affecting this Lease. During the final twelve (12) months of the Term, Landlord may place customary "For Sale" or "For Lease" signs on the Leased Premises

27. LANDLORD'S RIGHT TO TRANSFER. This Lease shall not in any manner or to any extent limit or restrict the right of Landlord to use or dispose of the Leased Premises as Landlord may in its discretion desire, subject to rights of Tenant hereunder. Landlord shall have the right, without notice to or consent from Tenant, to assign this Lease to any person or entity that succeeds (directly, indirectly or by operation of law) to any of Landlord's right, title or interest in or to the Leased Premises.

28. TENANT'S PROPERTY. It is expressly understood and agreed that all equipment and other personal property that Tenant may install upon the Leased Premises during the Term shall remain the property of Tenant and shall be removed by Tenant (as set forth in Section 7 hereof), at its sole cost and expense, at the expiration of the term of this Lease or at any time prior thereto.

29. HOLDING OVER. Tenant shall have no right to remain in possession of all or any part of the Leased Premises after the expiration of the Term. In the event that Tenant remains in possession of all or any part of the Leased Premises after the expiration or earlier termination of the Term, at Landlord's option (exercised by giving Tenant written notice): (a) such tenancy shall be deemed to be either (at Landlord's sole option) a periodic tenancy from month-to-month only, or a tenancy at sufferance terminable at will by Landlord; (b) such tenancy shall not, unless Landlord otherwise elects (as set forth above), constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In the event Tenant remains in possession after the expiration or earlier termination of the Term, then: (i) Landlord shall have the right to charge Tenant a monthly Base Rent equal to Landlord's estimate (as determined by Landlord in its sole discretion) of two hundred percent (200%) of the fair market monthly rental value of the Leased Premises, and any other sums due under this Lease shall be payable in the amount and at the times specified in this Lease, and (ii) Tenant agrees to the extent permitted by law to indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold the Indemnified Parties harmless from and against any and all Losses and Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Leased Premises (which may include, without limitation, any Claims made by any actual or prospective subsequent lessee or other user or occupant of the Leased Premises or any portion thereof). Any such month-to-month tenancy or tenancy at sufferance shall be subject to every other term, condition, and covenant contained in this Lease.

30. SUBORDINATION; ESTOPPEL.

A. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage now or hereafter existing against all or any portion of the Leased Premises. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner of the Leased Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the owner of the Leased Premises. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord or any mortgagee of Landlord may request to evidence such subordination no later than ten (10) business days after Landlord's request therefor. If any mortgagee of Landlord (or its successors or assigns), or any other person or entity, shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights ("**Successor Landlord**") and upon Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize Successor Landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment.

B. Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than ten (10) days' prior notice, to execute and deliver to Landlord a written statement executed and acknowledged by Tenant, (a) stating that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the Base Rent, (c) setting forth the date to which the Rent has been paid, (d) stating whether or not, to the best knowledge of the Tenant, Landlord is in default under this Lease, and if so, setting forth the specific nature of all such default, (e) stating whether there are any subleases affecting the Leased Premises, (f) stating the address of Tenant to which all notices and communication under the Lease shall be sent, and the Commencement Date, and (g) containing any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this paragraph may be relied upon by others with whom Landlord may be dealing, including any purchaser or owner of the Leased Premises, or of Landlord's interest in the Leased Premises or any lender or mortgagee of Landlord. If Tenant fails to execute and return such written statement to Landlord within such ten (10) day period, such failure shall constitute Tenant's agreement as to the accuracy of the information contained in the written statement submitted to Tenant by Landlord.

31. MISCELLANEOUS.

A. Illinois Commerce Commission Approval. Landlord and Tenant acknowledge that Landlord is a public utility regulated by the Illinois Commerce Commission ("**Commission**") and other governmental authorities, and this Lease and the obligations of the parties hereto are subject to all Legal Requirements applicable to Landlord as a public utility. Although it is not expected that the Commission's or other governmental authorities' approval will be required for this Lease, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authorities' approval of this Lease, under any circumstances in which such approval is required. It is further agreed and understood that this Lease may be terminated by Landlord immediately at any time in the event that Landlord is required to do so by the Commission or some other governmental authority.

B. Notices. Whenever notice is required to be given pursuant to this Lease, the same shall be either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Landlord:

Commonwealth Edison Company
Three Lincoln Centre 4th Floor
Oakbrook Terrace, IL 60181
Attn: Real Estate Asset Management

with a copy to:

Exelon Business Services Company, LLC
Law Department
10 South Dearborn Street, 49th Floor
Chicago, Illinois 60603
Attn: Assistant General Counsel – Real Estate

If to Tenant:

County of DuPage
421 North County Farm Road
Wheaton, Illinois 60187
Attn: County Engineer

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Lease, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

C. Prohibition on Recording. To the maximum extent permitted under Legal Requirements, Tenant agrees not to record this Lease. This Section will survive the termination or expiration of this Lease.

D. Waiver of Jury Trial. Landlord and Tenant, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, or any other claims, and any emergency statutory or any other statutory remedy.

E. Captions. The section headings appearing in this Lease are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

F. Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Tenant is comprised of more than one individual or entity, the obligations of such individuals or entities under this Lease shall be joint and several.

G. Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Leased Premises.

H. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Lease.

I. No Waiver. The failure of either party to enforce at any time any provision of this Lease shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Lease or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.

J. No Third Party Beneficiaries. Landlord and Tenant agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Lease nor any of the rights and privileges conferred herein.

K. Governing Law. The terms and provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Lease (each a “**Proceeding**”), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of DuPage or (as applicable) in the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of DuPage and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

L. Counterparts. This Lease may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

M. Subordinate. This Lease, and all of Tenant’s rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Leased Premises (or title thereto) dated prior to the date of this Lease.

N. Severability. If any term, provision or condition in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

O. Time of the Essence. Time is of the essence of this Lease, and each and every term and provision hereof.

P. No Partnership. None of the terms or provisions of this Lease shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Lease cause them to be considered joint venturers or members of any joint enterprise.

Q. Not an Employee. By signing this Lease, Tenant affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, nor any of their respective parents, subsidiaries or affiliates, nor does Tenant have any affiliated interest in any such entities.

R. No Oral Change. This Lease cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

S. Tenant's Authority. Tenant represents and warrants that it has full right, power and authority to execute and deliver this Lease, and to perform each and all of its duties and obligations hereunder. If Landlord so requests, Tenant shall provide Landlord with reasonable written evidence of such right, power and authority.

T. Termination of Lease Based Upon Change In Law. If any Legal Requirement is enacted or modified during the Term, and such enactment or modification places any additional material burden on Landlord (as determined by Landlord) as a result of Tenant's use or occupancy of the Leased Premises for any purpose, or if the use of the Leased Premises by Tenant would violate any Legal Requirements hereinafter enacted or modified, then (without limiting any other rights or remedies of Landlord hereunder) Landlord shall have the right to terminate this lease effective as of the effective date of such Legal Requirement is so enacted or modified.

U. Negotiated. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

V. Brokers. Tenant represents and warrants to Landlord that Tenant has dealt with no broker, finder or similar person or entity in connection with this Lease, or Tenant's use or occupancy of the Leased Premises. Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from and against any and all Claims and Losses brought against, sustained or incurred by Landlord by reason of Tenant's breach of the foregoing representation and warranty.

W. Tenant's Authority to Act. This Lease shall be executed for and on behalf of the Tenant pursuant to a resolution adopted by the County Board of Tenant, at a regular meeting held _____, 20____, and signed by the officers therein designated as signatories and attested by the clerk of Tenant.

X. Additional Requirements. Tenant shall comply the Additional Requirements listed on Exhibit E attached hereto and made a part hereof.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

LANDLORD:

COMMONWEALTH EDISON COMPANY

By: _____
Name: Wanda Anderson
Its: Senior Manager, Real Estate and Facilities

TENANT:

COUNTY OF DUPAGE

By _____
Name: Deborah A. Conroy
Title: Chair, DuPage County Board

ATTEST:

By: _____
Name: Jean Kaczmarek
Title: DuPage County Clerk

EXHIBITS

- A Leased Premises
- B [Base Rent Schedule]
- C-1 & C-2 Fencing and Barrier Requirements
- D Insurance Requirements
- E Additional Requirements

EXHIBIT A

Leased Premises

CONTRACT NUMBER: 101653

For and including the following described real estate

R/W Name: CHICAGO, AURORA AND ELGIN RAILROAD (GENEVA BRANCH)

Location 1: Geneva Spur (See Exhibit A-1)

PARCEL 1: N 1/2, SECS. 4, 5, AND 6, TWP. 39N, R9E

OF THE THIRD PRINCIPAL MERIDIAN

DUPAGE COUNTY, ILLINOIS

PINS: 04-06-100-003, 04-06-100-012, 04-06-300-011,

04-06-200-027, 04-06-200-025, 04-05-100-003,

04-05-202-015, 04-05-202-017, 04-05-202-016,

04-04-101-008, 04-04-506-002, 04-04-400-002 & 04-04-400-023

Location 2: Geneva Spur from Prince Crossing Road to River (See Exhibit A-2) PARCELS: 9 TO 14 SECS. 11 & 12, TWP. 39N, R9E

OF THE THIRD PRINCIPAL MERIDIAN

DUPAGE COUNTY, ILLINOIS

PINS: 04-11-104-001, 04-11-105-001, 04-11-200-006,

04-11-201-006, 04-11-201-007, 04-12-100-005 & 04-12-100-006

R/W Name: JOLIET- CRYSTAL LAKE

Location 3: Batavia Spur (See Exhibit A-3)

PARCELS: 76 AND 76W-2: SEC. 5, TWP. 38N, R9E

OF THE THIRD PRINCIPAL MERIDIAN

DUP AGE COUNTY, ILLINOIS

PIN: 07-05-400-005

R/W Name: ELECTRIC JUNCTION - WATERMAN

Location 4: Aurora Branch (See Exhibit A-4)

PARCELS: 1 AND 2: SEC. 8, TWP. 38N, R9NE

OF THE THIRD PRINCIPAL MERIDIAN

DUPAGE COUNTY, ILLINOIS

PINS: 07-08-104-001, 07-08-104-002 & 07-08-201-005

C.E.CO. REGION: NORTHERN AND WESTERN

PARCEL: 1

PINS: 04-06-100-003, 04-06-100-012, 04-06-300-011,
04-06-200-027, 04-06-200-025, 04-05-100-003,
04-05-202-015, 04-05-202-017, 04-05-202-016,
04-04-101-008, 04-04-506-002, 04-04-400-002 & 04-04-400-023

Illinois Prairie Path - Geneva Spur

Length within Commonwealth Edison Co. parcels: 15,850 ft

Width of path: 10 ft

Width leased: 10 ft + 6 ft on each side = 22 ft

Area leased: 348,700 sq ft

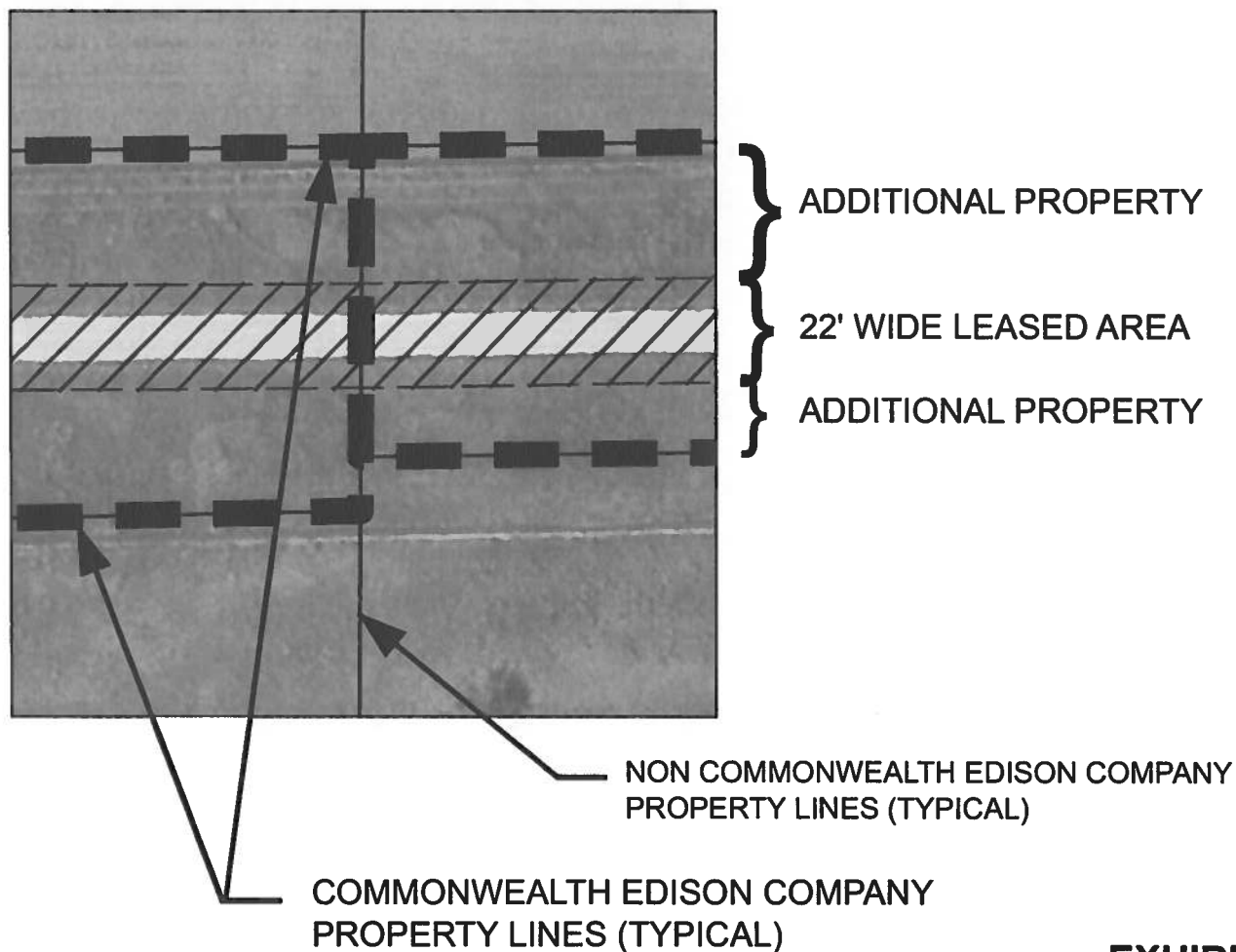
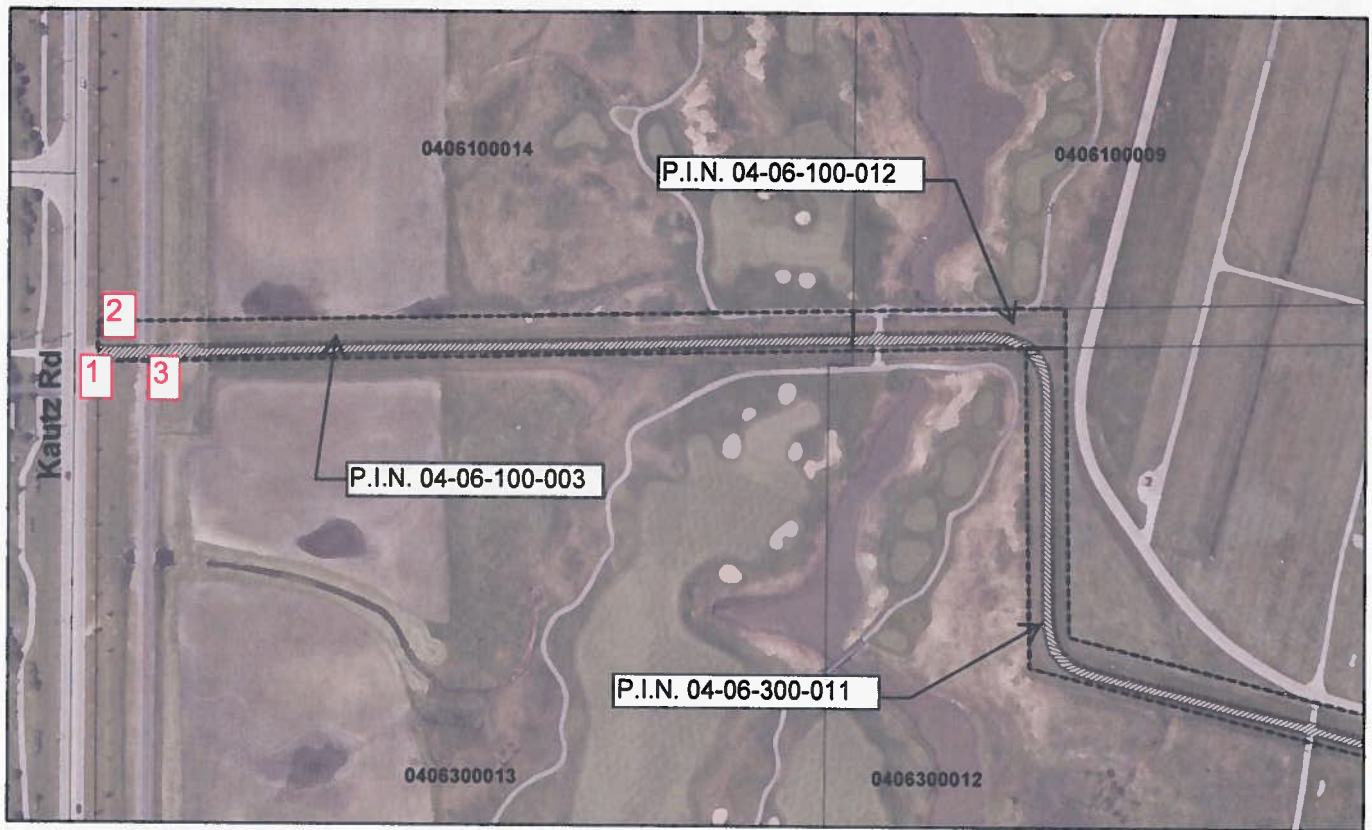


EXHIBIT A-1

PAGE 1 OF 5

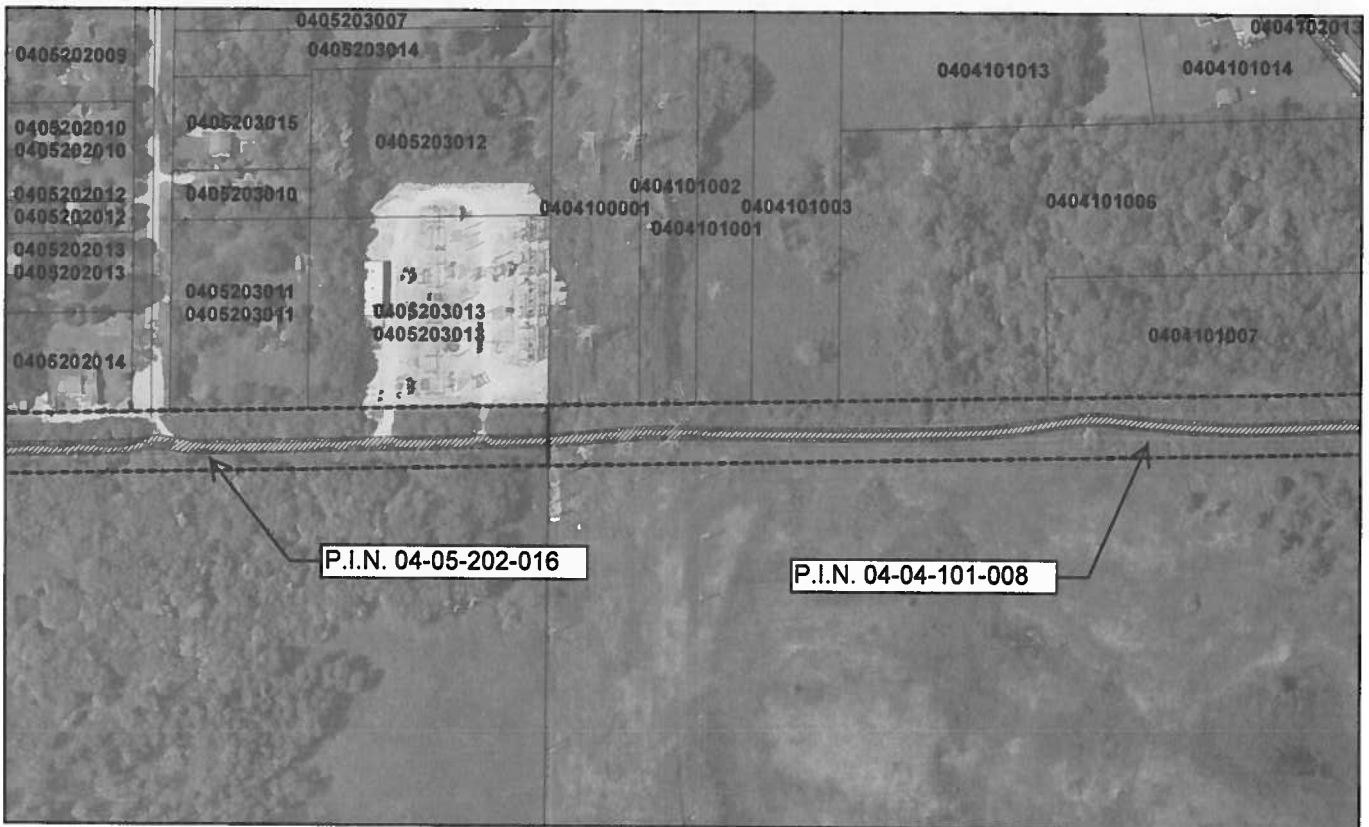


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Feet



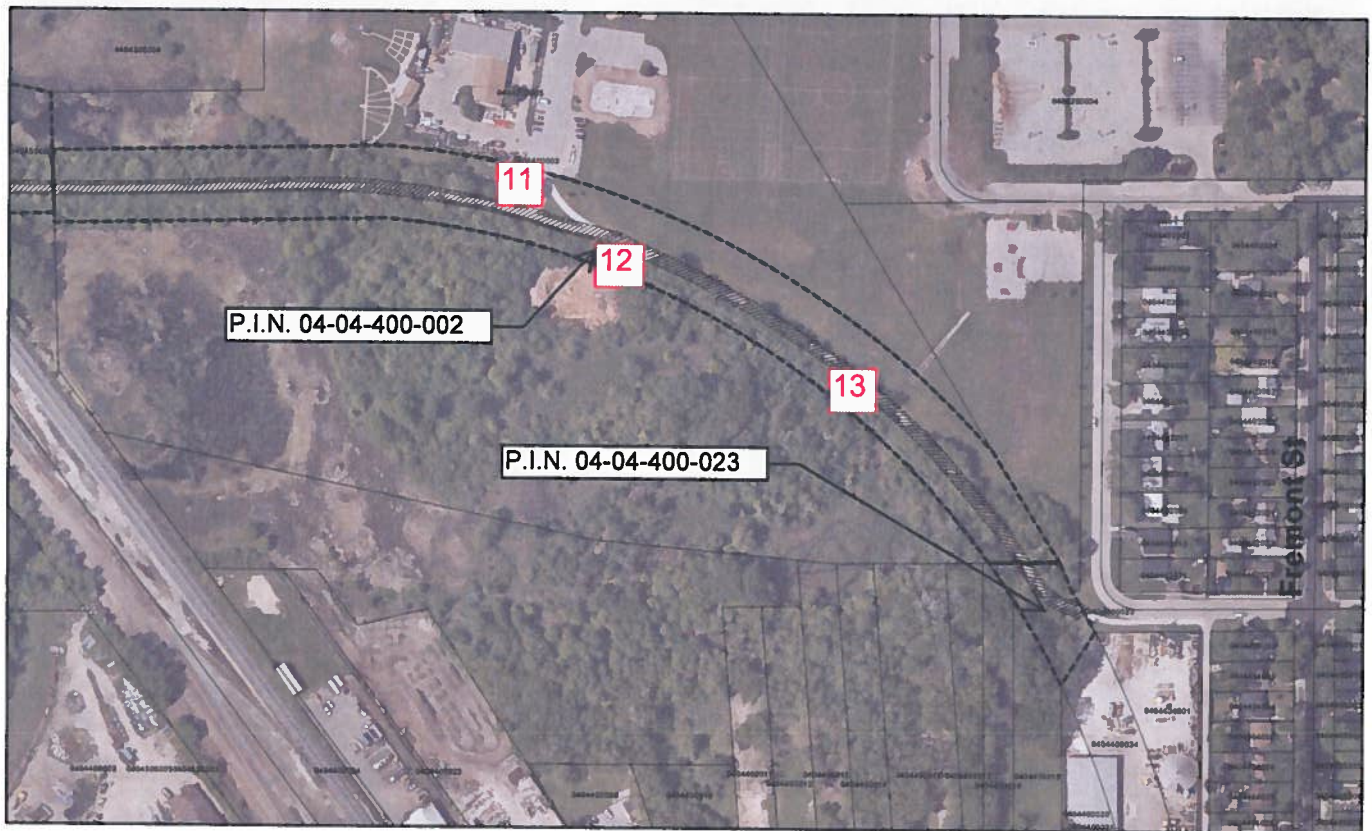
0 100 200 300 400 500
Feet

EXHIBIT A-1
PAGE 3 OF 5



0 100 200 300 400 500
 Feet

EXHIBIT A-1
 PAGE 4 OF 5



0 100 200 300 400 500
Feet

EXHIBIT A-1
PAGE 5 OF 5

PARCELS: 9 to 14

PINS: 04-11-104-001, 04-11-105-001, 04-11-200-006,
04-11-201-006, 04-11-201-007, 04-12-100-005 & 04-12-100-006

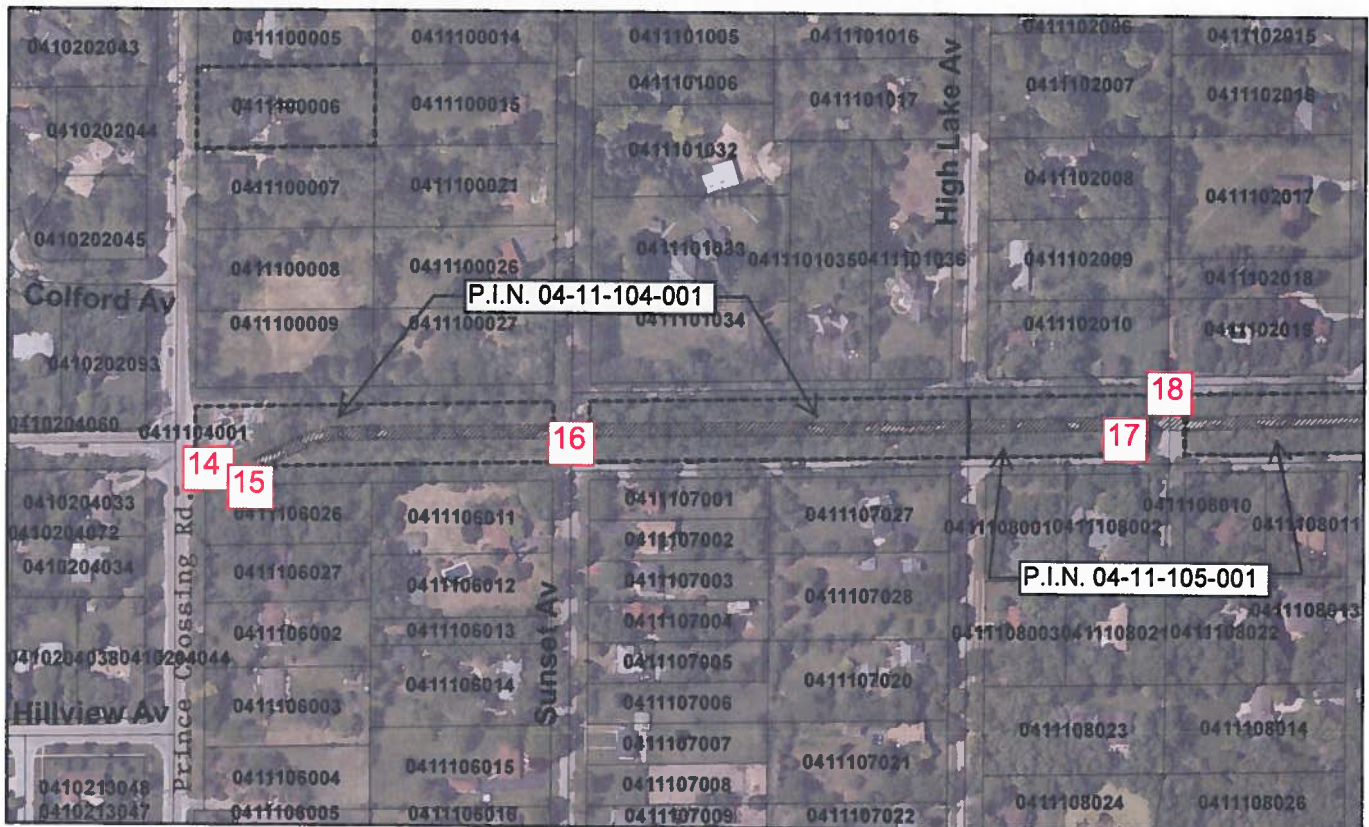
Illinois Prairie Path - Geneva Spur

Length within Commonwealth Edison Co. parcels: 6,850 ft

Width of path: 10 ft

Width leased: 10 ft + 6 ft on each side = 22 ft

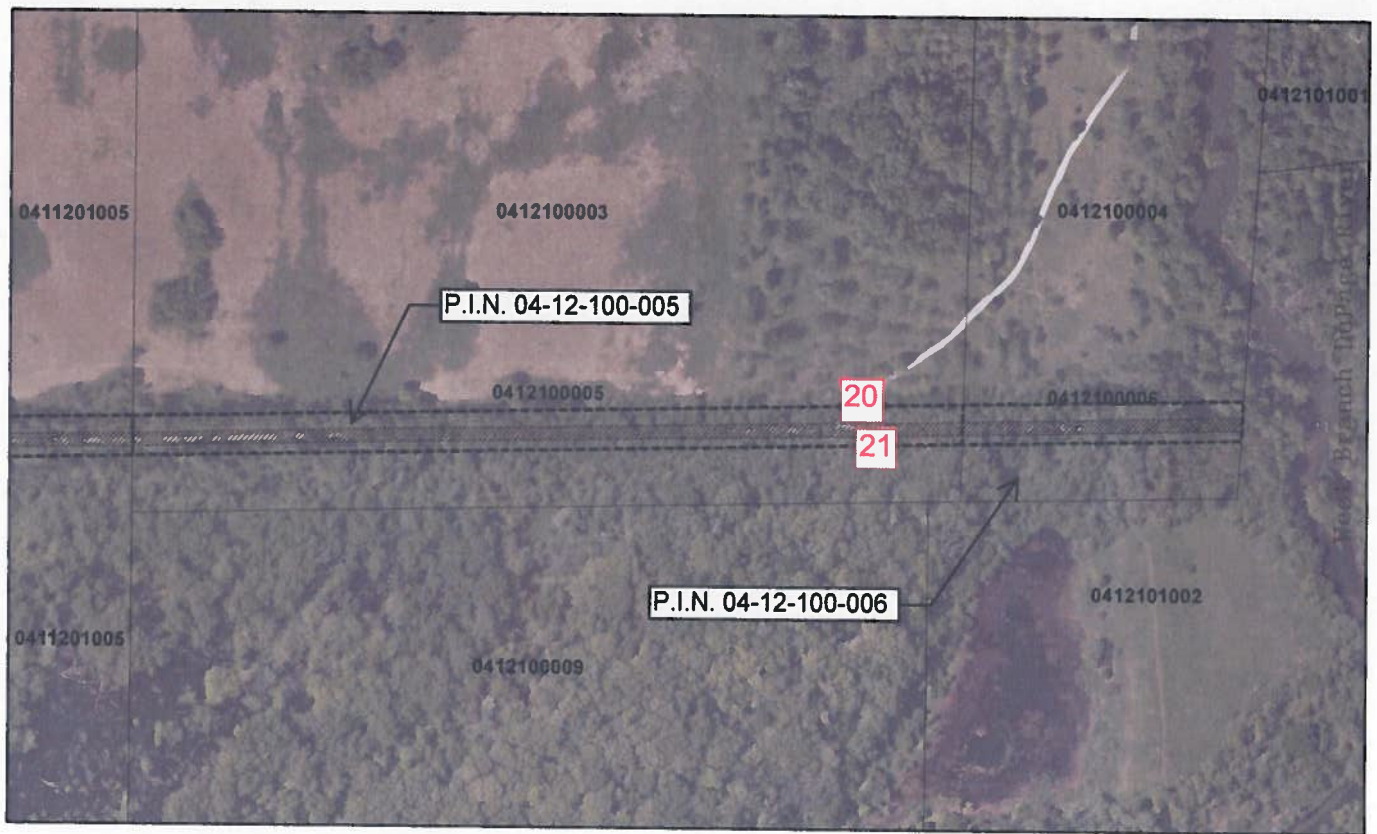
Area leased: 150,700 sq ft



0 100 200 300 400 500
Feet

EXHIBIT A-2

PAGE 1 OF 3



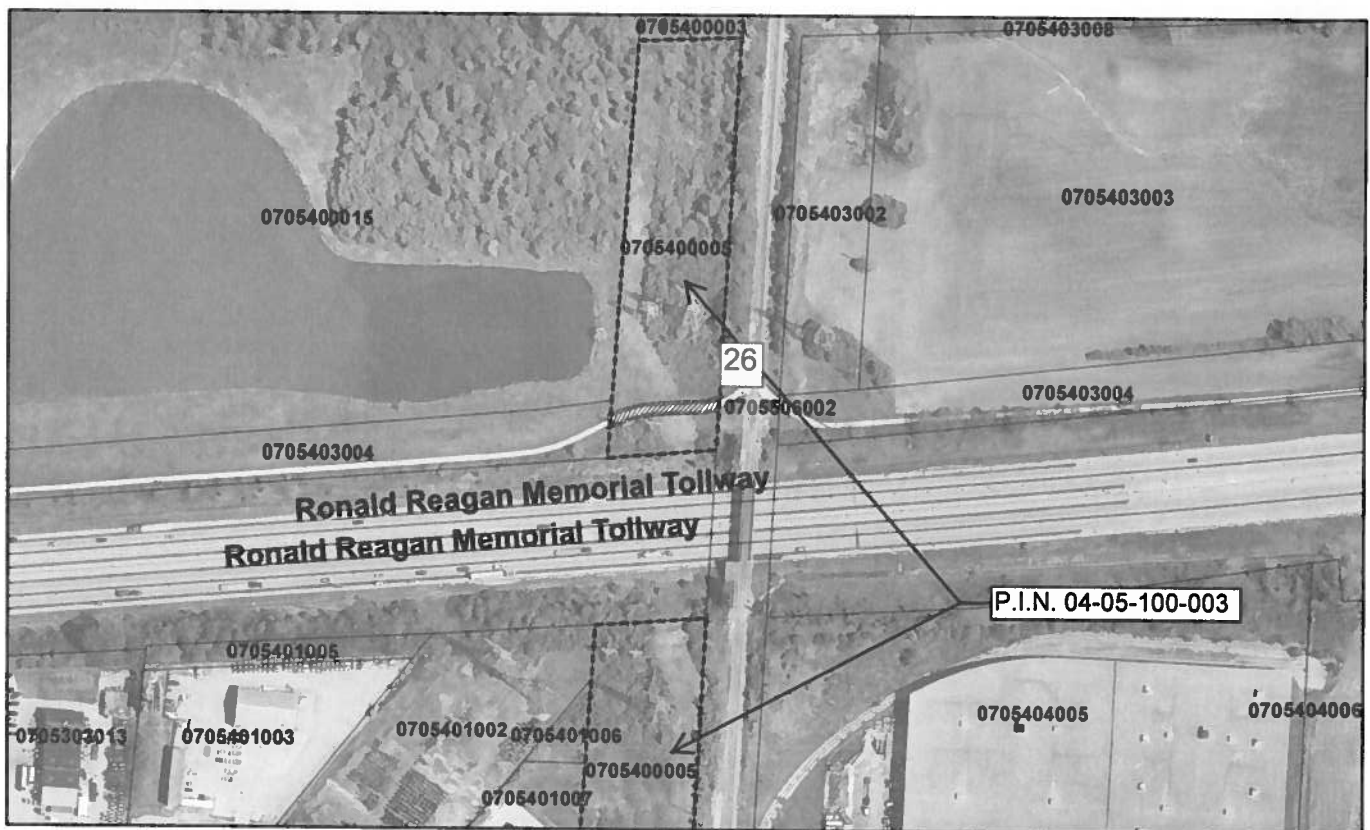
0 100 200 300 400 500
Feet

EXHIBIT A-2
PAGE 3 OF 3

PARCELS: 76 and 76W-2
PIN: 07-05-400-005

Illinois Prairie Path - Batavia Spur
Length within Commonwealth Edison Co. parcels: 187 ft
Width of path: 10 ft
Width leased: 10 ft + 6 ft on each side = 22 ft

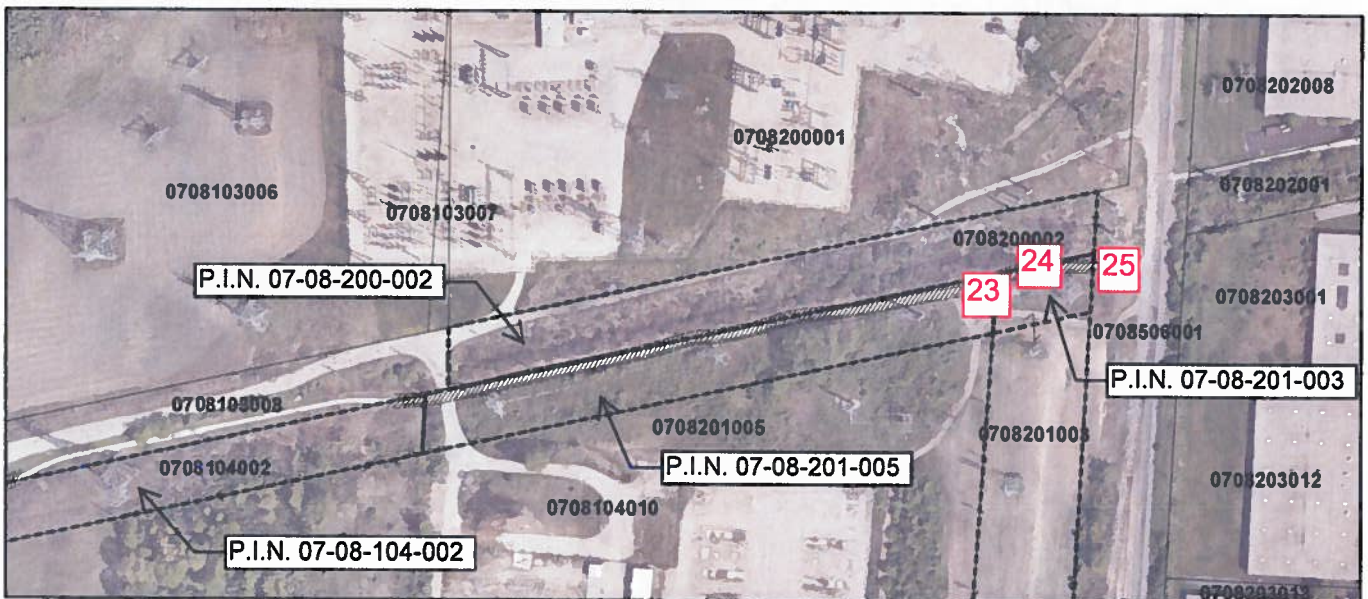
Area leased: 414 sq ft



164

**PINS: 07-08-104-001, 07-08-104-002, 07-08-201-005,
07-08-200-002 & 07-08-201-003**

Width leased: 10 ft + 6 ft on each side = 22 ft



0 100 200 300 400 500
Feet

EXHIBIT A-4
PAGE 1 OF 1

EXHIBIT A - TRAIL SIGN AND IMPLEMENT INVENTORY

ID	EXHIBIT	PAGE	PATH	DESCRIPTION OF INVENTORY
1	A-1	2	IPP-GENEVA SPUR	4 Sign group including Stop sign, 2 Illinois Prairie Path markers and No Motor Vehicles signs
2	A-1	2	IPP-GENEVA SPUR	2 Sign Group: 1 Prairie Path Trail Map and 1 Trail Maintenance Sign
3	A-1	2	IPP-GENEVA SPUR	4 Sign Group: 2 Stop Signs for RRX, 2 Private Railroad Crossing Placards
4	A-1	3	IPP-GENEVA SPUR	4 Sign group including Stop sign, 2 Illinois Prairie Path markers and 2 No Motor Vehicles signs
5	A-1	3	IPP-GENEVA SPUR	4 Sign group including Stop sign, 2 Illinois Prairie Path markers and 2 No Motor Vehicles signs
6	A-1	3	IPP-GENEVA SPUR	6 sign group including: 2 Stop signs, 2 RR Crossing signs, 2 Look for Train placards
7	A-1	3	IPP-GENEVA SPUR	2 signs: 1 Stop Sign and 1 No Motor Vehicles
8	A-1	3	IPP-GENEVA SPUR	5 Sign Group: 1 Stop sign, 2 Illinois Prairie Path markers, 1 No Motor Vehicles sign and 1 DuPage County Sheriff safety placard
9	A-1	5	IPP-GENEVA SPUR	Mile Marker post - 7 mile mark
10	A-1	5	IPP-GENEVA SPUR	Monument - Jack Knuepfer Bridge
11	A-1	5	IPP-GENEVA SPUR	2 Sign Group: 1 Illinois Prairie Path sign, 1 No Motor Vehicle sign
12	A-1	5	IPP-GENEVA SPUR	Geneva Spur Map Kiosk
13	A-1	5	IPP-GENEVA SPUR	2 Sign Group: 1 Illinois Prairie Path sign, 1 directional arrow
14	A-2	1	IPP-GENEVA SPUR	3 Sign Group including 1 Stop sign, 1 No Motor Vehicle sign and 1 Illinois Prairie Path Geneva Spur sign
15	A-2	1	IPP-GENEVA SPUR	1 Trail Map sign
16	A-2	1	IPP-GENEVA SPUR	6 sign group including: 2 Stop signs, 2 Illinois Prairie Path markers and 2 No Motor Vehicles signs
17	A-2	1	IPP-GENEVA SPUR	1 Trail Kiosk
18	A-2	1	IPP-GENEVA SPUR	10 Sign Group: 2 Stop signs, 2 Illinois Prairie Path markers and 2 No Motor Vehicles signs, 4 No Parking signs
19	A-2	2	IPP-GENEVA SPUR	Mile Marker post - 4 mile mark
20	A-2	3	IPP-GENEVA SPUR	2 Sign Group: 1 IPP Geneva Spur Direction sign, 1 Elgin Branch Direction sign
21	A-2	3	IPP-GENEVA SPUR	1 Winfield Mounds Historical Plaque
26	A-3	1	IPP - BATAVIA SPUR	5 Sign Group: 1 Stop sign, 1 Bicyclist dismount sign, 1 RR Crossbuck black on white, 1 RRX W10-1 sign, 1 Stop Look for Trains sign
22	A-4	1	IPP-AURORA BRANCH	3 Sign Group including 2 Stop signs, 1 Bicycle Crossing sign
23	A-4	1	IPP-AURORA BRANCH	1 Railroad Crossing sign
24	A-4	1	IPP-AURORA BRANCH	1 Caution Vehicles Entering/Leaving Path sign
25	A-4	1	IPP-AURORA BRANCH	2 Sign Group: 1 Illinois Prairie Path placard and 1 directional arrow sign

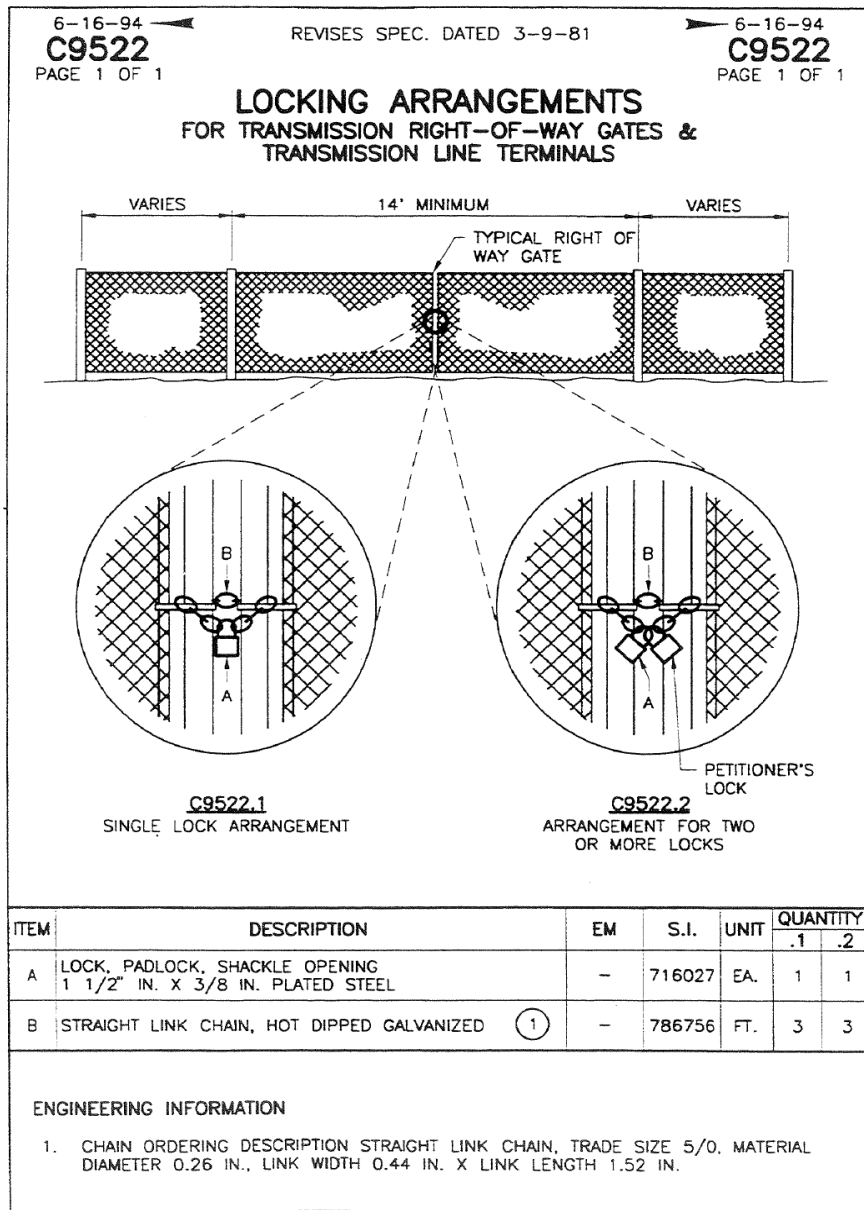
TOTAL SIGNS IPP GENEVA SPUR	63
TOTAL SIGNS IPP AURORA BRANCH	7
TOTAL SIGNS IPP BATAVIA SPUR	5
TOTAL ALL SIGNS	75

EXHIBIT B

[Base Rent Schedule]

[Intentionally blank]

EXHIBIT C-1 and C-2 **Fencing and Barrier Requirements**



TRANSMISSION RELIABILITY AND STANDARDS

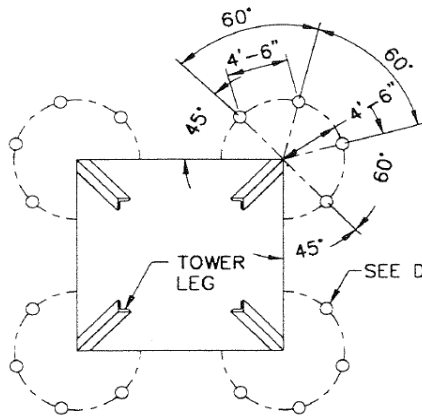
COMMONWEALTH EDISON COMPANY
SYSTEM STANDARD

X T L S C O E
 REVISION

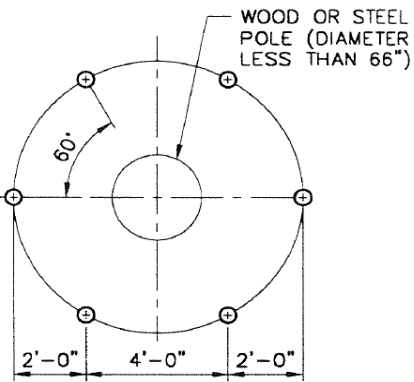
ACAD

PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

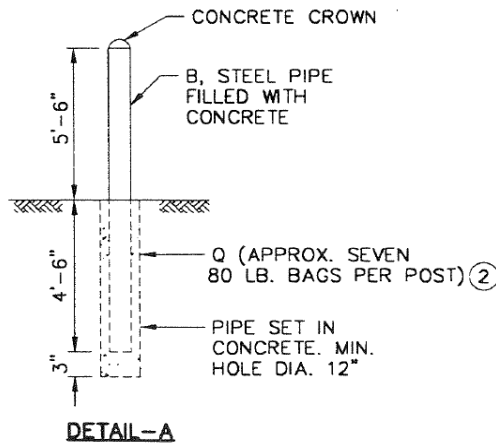
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES ADJACENT TO PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES) C9520.1_



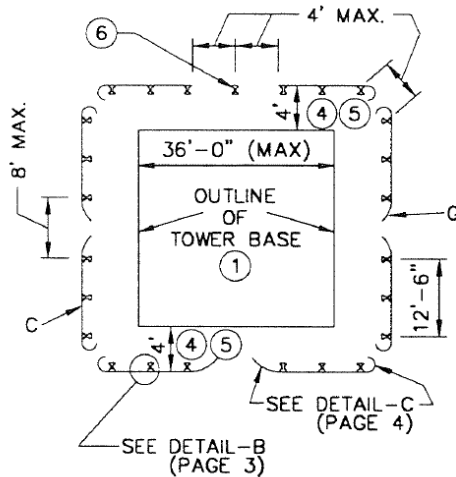
PLAN
 TYPICAL TOWER LEG PROTECTION
 C9520.11



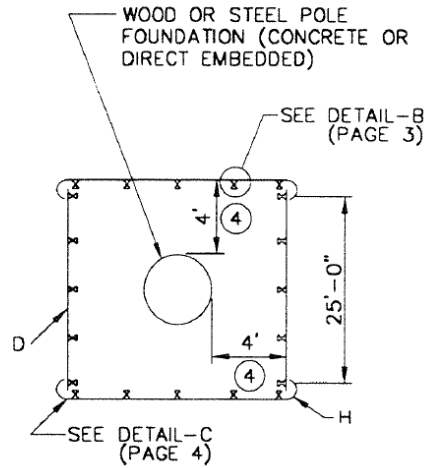
PLAN
 TYPICAL WOOD OR STEEL POLE PROTECTION
 C9520.12



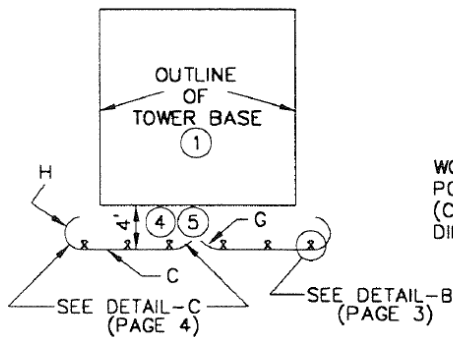
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 NEAR ROADWAYS (USING HIGHWAY GUARDRAIL)
 C9520.2_



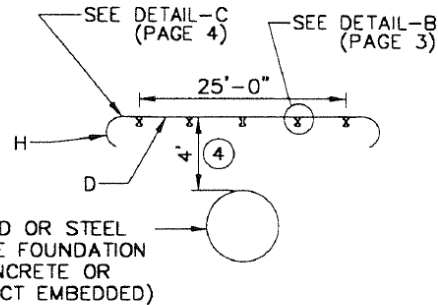
PLAN
 TYPICAL TOWER PROTECTION
 ON ALL SIDES
 C9520.21



PLAN
 TYPICAL POLE PROTECTION
 ON ALL SIDES
 C9520.22

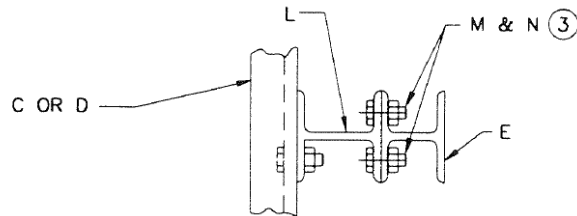


PLAN
 TYPICAL TOWER PROTECTION
 ON ONE SIDE
 C9520.23

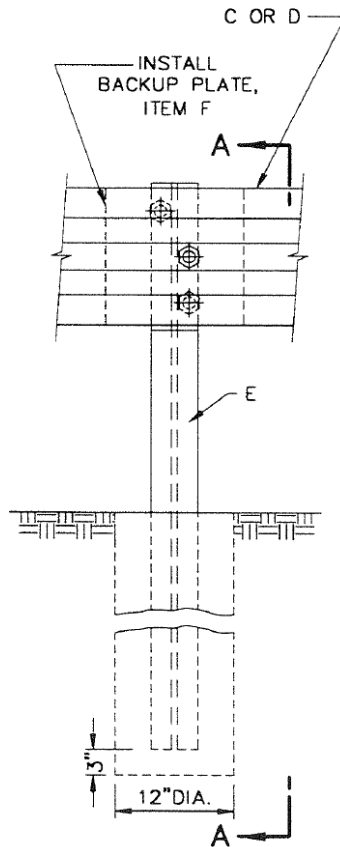


PLAN
 TYPICAL POLE PROTECTION
 ON ONE SIDE
 C9520.24

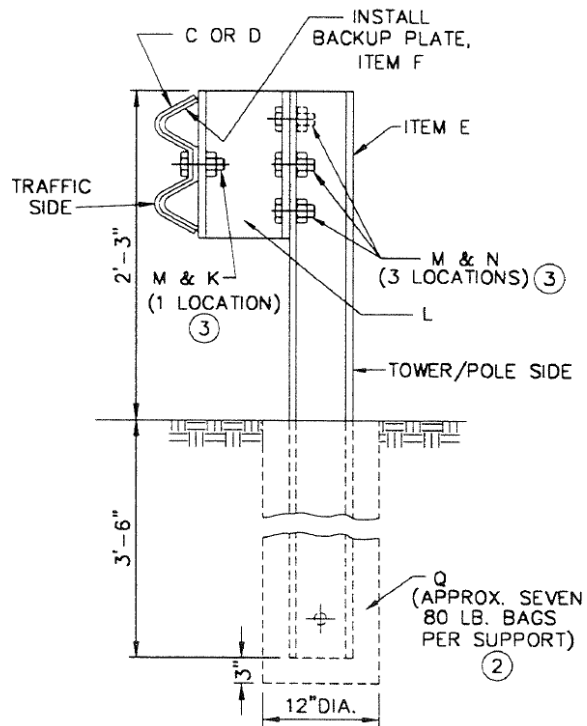
GUARDRAIL SUPPORT DETAILS, C9520.2_



DETAIL-B. PLAN

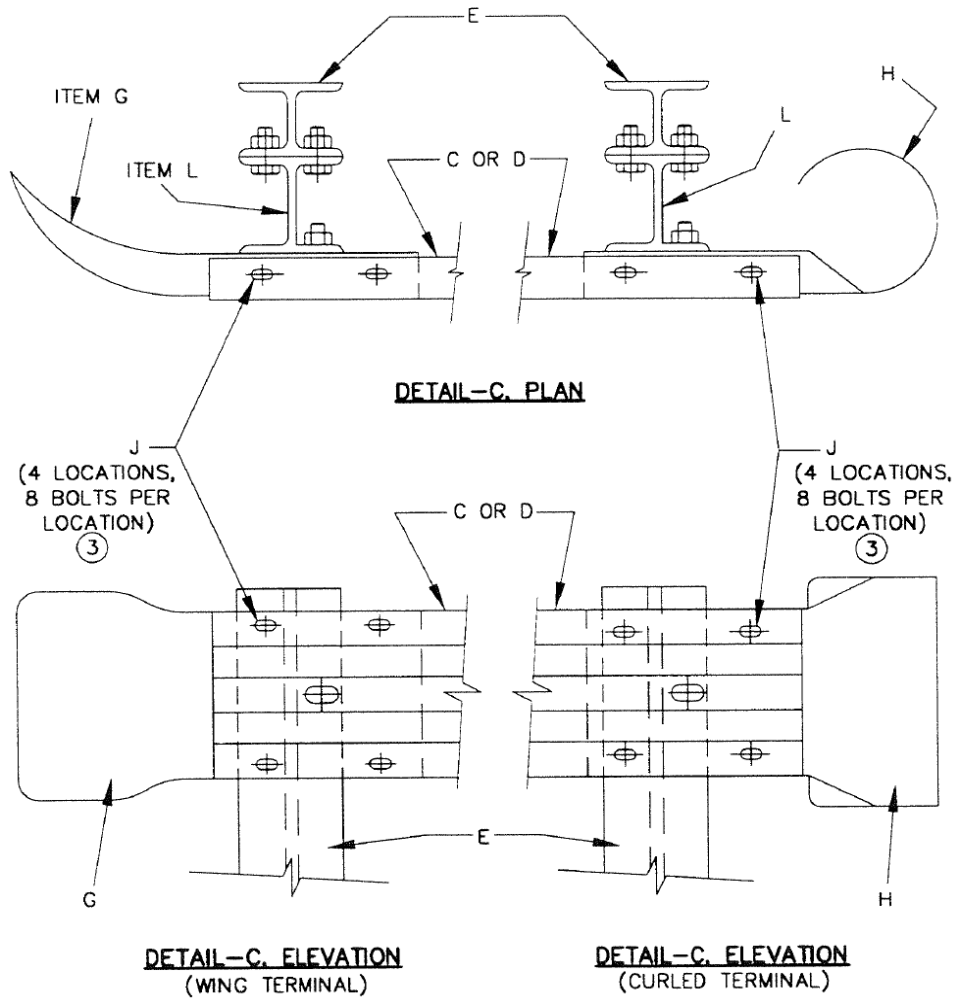


DETAIL-B. ELEVATION

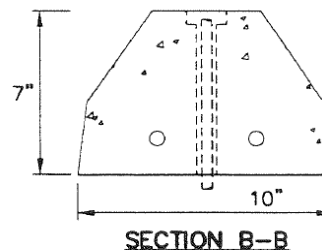
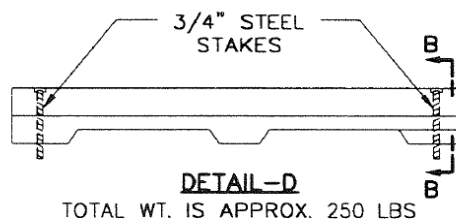
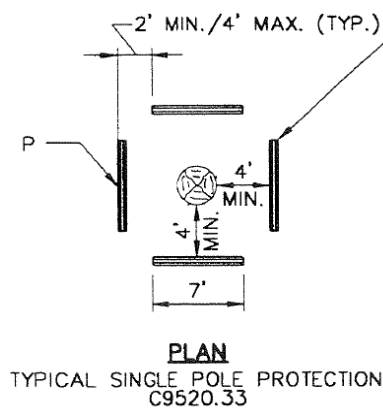
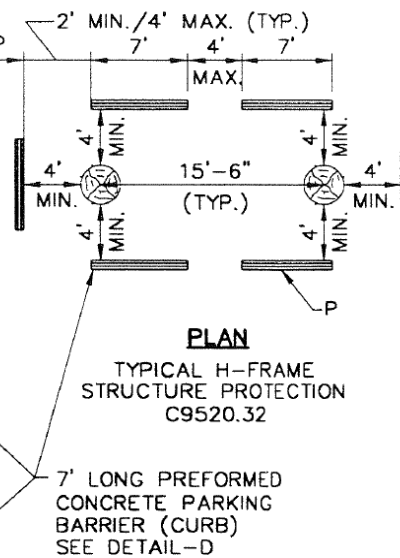
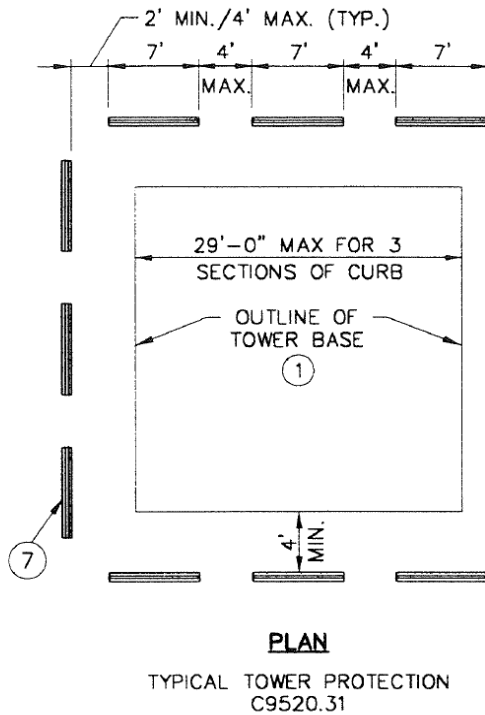


SECTION A-A

GUARDRAIL END SUPPORT/TERMINAL SECTION DETAILS, C9520.2_



**PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 ADJACENT TO PARKING AREAS (USING PARKING CURBS)
 C9520.3_**



APPLICATION

- THIS STANDARD SHALL BE USED FOR INSTALLATION OF VEHICLE BARRIERS AROUND TRANSMISSION STRUCTURES AND ILLUSTRATES THE DIFFERENT TYPES OF VEHICLE BARRIERS WHICH MAY BE USED FOR TRANSMISSION STRUCTURE PROTECTION.

INFORMATION

- ① ACTUAL STRUCTURE TYPE, SHAPE & BASE DIMENSIONS MAY VARY. DETAILS WILL BE FURNISHED ON THE PROJECT DRAWINGS WHERE DIFFERENT THAN SHOWN.
- ② ITEM "Q", (S.I.#701129) CAN BE REPLACED WITH 4000 PSI READY-MIX CONCRETE PER EM48003. ONE CONCRETE TRUCK WITH 7 CUBIC YARD CAPACITY IS APPROXIMATELY EQUIVALENT TO 220 BAGS OF S.I.#701129 AFTER ADDING WATER AND MIXING.
- ③ NUTS ON GUARDRAIL BARRIER SHALL BE TIGHTENED WITH A TORQUE WRENCH TO A TORQUE VALUE OF 75 FOOT-POUNDS.
- ④ SPACING OF BARRIERS FROM STRUCTURE OUTLINE AS SHOWN IS MINIMUM AND MAY BE INCREASED WHERE NECESSARY.
- ⑤ THE TOWER PROTECTIVE BARRIER SPACING SHALL BE BASED ON ACTUAL TOWER BASE DIMENSIONS. DETAILS SHOWN ARE APPLICABLE TO A TOWER WITH A MAXIMUM BASE DIMENSION OF 36'-0". ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 36'-0".
- ⑥ WHERE THIS DIMENSION CAN BE KEPT AT 4 FEET OR LESS, WITH CORNER OPENING NO MORE THAN 4 FEET. THE INTERMEDIATE POST SHOWN HERE CAN BE ELIMINATED.
- ⑦ NUMBER OF UNITS DEPENDENT ON SIZE OF TOWER BUT SPACES BETWEEN UNITS SHALL NOT EXCEED THE 4 FEET SHOWN, NOR SHALL THE MINIMUM DISTANCE FROM TOWER BE CHANGED. ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 25'-0".
- ⑧ THE LOCATIONS OF THE PROTECTIVE BARRIERS WILL BE STAKED BY THE OWNER UNLESS OTHERWISE INDICATED ON THE PROJECT DRAWINGS.
- ⑨ CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA. ANY DAMAGE TO PROPERTY SHALL BE IMMEDIATELY REPAIRED. ALL ADJACENT PROPERTY SHALL BE RESTORED TO ITS ORIGINAL CONDITION IMMEDIATELY AFTER THE INSTALLATION OF THE VEHICLE BARRIERS.

ITEM	DESCRIPTION	EM	SI	UNIT	QUANTITY									
					.11	.12	.21	.22	.23	.24	.31	.32	.33	
A														
B	CONDUIT, RIGID, STEEL, 5 IN. IPS, GALV., 10FT. LONG.		376232	EA	16	6								
C	GUARD RAIL, BEAM TYPE, 13'-6 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 1	386003	EA			8		2					
D	GUARD RAIL, BEAM TYPE, 26'-1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 2	386004	EA				4		1				
E	I BEAM POST SUPPORT, 4" X 6" X 5'-9" LONG, 9 LBS./FT., A36 CARBON STEEL, HOT DIPPED GALVANIZED W6 X 9.	10220 ITEM 3	386005	EA				25	20	6	5			
F	BACKUP PLATE 12 1/4" X 12 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED.	10220 ITEM 4	386006	EA				8	12	2	3			
G	WING, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 5	386007	EA				8		2				
H	CURLED, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 6	386008	EA				8	4	2	2			
J	BOLT, CARRIAGE 5/8" DIA. x 1 1/4" LONG, A307 BOLT WITH NUT WASHER, HOT DIPPED GALVANIZED	10220 ITEM 7	386009	EA				128	32	32	16			
K	WASHER 3" X 1 3/4" X 3/16" THICK (8 GAGE WASHER) A36 STEEL HOT DIPPED GALV.	10220 ITEM 8	386011	EA				24	20	6	5			
L	I BEAM BOLTS W 8 X 10 X 1'-1" LONG, A36 CARBON STEEL, HOT DIPPED GALV., 10# PER FT.	10220 ITEM 9	386010	EA				24	20	6	5			
M	MACHINE BOLTS 5/8" DIA. X 2" LONG A307 BOLT HOT DIPPED GALVANIZED WITH NUT A563	10257	621602	EA				96	80	24	20			
N	5/8" DIA. FLAT WASHER (HOT DIPPED GALVANIZED)	10220 ITEM 11	532666	EA				168	140	42	35			
P	CURB, PARKING, 7 FT. LONG X 7 IN. HIGH X 10 IN. WIDE, W/TWO 3/4" X 18" STEEL STAKES		247982	EA								12	6 4	
Q	MIXTURE, CONCRETE 80 LB. (2)		701129	BC	112	42	175	140	42	35				

Continued STANDARD SPECIFICATION

REVISION
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ACAD

EXHIBIT D

Insurance Requirements

(current 2/13/2018)

A. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain, or at the option of Tenant to itself purchase and maintain, at the cost of Tenant or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, –and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors) Landlord shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

There shall be furnished to Landlord, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed.

Insurance coverage provided by Tenant's contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Landlord; any endorsement limiting coverage available to Landlord which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Landlord for Landlord's own negligence, (ii) limits the duty to defend Landlord under the policy, (iii) provides coverage to Landlord only if Tenant or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Landlord
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Tenant's, or its Contractors' insurance carrier might exercise against Landlord; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Landlord hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Tenant and/or its contractors.

WAIVER OF SUBROGATION

Tenant and its contractors shall waive all rights of subrogation against Landlord under those policies procured in accordance with this Lease.

EXHIBIT E

Additional Requirements

Tenant shall adhere to the following requirements:

1. Tenant shall maintain the Leased Premises and Additional Area to be Maintained (which includes the open grass way area) of the Landlord right of way property.
2. The metallic goal structures are not to be permanent fixtures and must be removed after each use. It is suggested the metallic structures be grounded to guard against induced voltages.
3. No part of the field or goal structures shall be located within ten (10) feet of any Landlord equipment or facilities.
4. Care must be used when mowing the fields such that no Landlord structures are touched.
5. If lighting and landscaping is required, plans and details must be provided to ComEd for review to ensure safety clearances are not violated.
6. Tenant's facilities on Landlord's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand Landlord's construction traffic.
7. Tenant must not excavate and /or store material or construction equipment within 10 feet of the existing metallic and/or wood structures installed on Landlord property. Tenant shall contact the Overhead Transmission Engineering department with any questions concerning this request.
8. Tenant must use care when working on Landlord property to avoid damage to existing facilities and equipment. The owners of the various pipelines and /or owners of underground facilities shall be contacted by the Tenant to provide any restrictions such as grade cover and/ or specific protection and/or restrictions during any penetration and/or disturbing of the Landlord property and surface.
9. There are existing buried hand holes for the LLR fiber in the area. If these hand holes were paved over during the installation of the bike path it poses a maintenance concern. Slack coils exist in the hand holes for emergency restoration purposes. The cable route should be located to verify the newly installed bike path is not over the cable or hand holes. If it is over the hand holes access to those hand holes needs to be addressed by either rerouting the path or other means. This applies to plan se 05-655 and 06-689.
10. Staging and stockpiling of material during construction must not exceed ten (10) feet in elevation above grade. Construction equipment shall not be placed on the upper-most sections of the stockpiles.
11. Tenant must remove all scrub brush, limbs and/or tree trunks from the Leased Premises. Burning of vegetation, scrub brush, limbs and/or tree trunks is not permitted.
12. Tenant must not plant trees within fifteen (15) feet of existing overhead transmission facilities, distribution structures or other Landlord's Facilities.
13. Tenant shall only plant vegetation and /or trees that will not exceed ten (10) feet in elevation at maturity.
14. Landlord reserves the right to trim vegetation and /or trees and remove any vegetation or trees to (i) assure National Electrical Safety Code (NESC) electrical clearances are met (ii) perform maintenance and/or repairs to Landlord's Facilities.
15. The path shall not meander, but it may curve around existing structures and shall maintain fifteen (15) foot spacing from all existing transmission structures.
16. At all path access points, Tenant must post highly visible signs indicating that motorized vehicular use of the path by the public is prohibited except for required County maintenance, including third party maintenance or emergency service activities as may be required. Further, Tenant shall take responsibility to ensure that motorized vehicular use does not occur.
17. The path surface for Tenant's project cannot use aggregate concrete or curbs. A crushed limestone or asphalt surface is acceptable.
18. Tenant's proposed grade change cannot exceed eight (8) inches within the Landlord's property and must ensure that the existing drainage and storm water will not pool on the Leased Premises or adjacent properties.

19. Any damage to Landlord's property caused by Tenant shall be repaired at Tenant's expense.
20. Tenant shall not place obstructions on the Leased Premises that may restrict Landlord's ability to access, operate and maintain existing and future transmission and distribution facilities. Tenant shall not leave trenches open overnight.
21. Due to the presence of Landlord's electrical wires located on the Leased Premises, no vehicles, equipment or anything else having a height more than fourteen (14) feet from grade level including, but not limited to any equipment attached to vehicles or equipment such as antennas, shall be placed, driven, moved or transported thereon. Tenant shall not permit any activity which could result in a wire to ground electrical contact or damage to Landlord's Facilities. Such activities include, but are not limited to flying kites, model airplanes, driving minibikes, go carts and snowmobiles.
22. Tenant shall not leave construction equipment and materials on Leased Premises when there is no work activity actually in progress, including overnight.
23. When working in the vicinity of Landlord's electric distribution/transmission lines during installation, operation, maintenance or otherwise, Tenant shall comply with OSHA requirements of a minimum twenty (20) feet working clearance distance to be maintained between the booms, arms or other parts that can be raised on the equipment of Tenant or Tenant's contractor and Landlord's existing 138,000 and 345,000 volt electric transmission conductors. Under no circumstances shall truck beds be raised underneath Landlord's distribution and /or transmissions lines. This paragraph shall be added to any construction drawings.
24. Tenant acknowledges that the Landlord does use heavy equipment and that Landlord will not be responsible for any damage to the Tenant's facilities that may occur due to the Landlord's right to access Landlord's property to operate and maintain new and existing transmission and distribution facilities.
25. Upon completion of Tenant's project, Tenant must remove any equipment, construction debris and material from Landlord's property and restore any other disturbed areas of the Landlord's property to their pre-construction condition.
26. All applicable environmental permits must be obtained by Tenant at Tenant's sole cost, including, if required, Wetlands and National Pollutant Discharge Elimination System (NPDES) stormwater permits as required under the Clean Water Act as well as any other applicable environmental permits.
27. Tenant shall comply with requirements of all permits, which may include site monitoring, reporting and restoration extending well beyond the construction time period.
28. Tenant shall comply with all applicable regulations including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
29. If the project requires excavation of soil on the Leased Premises, such work shall be performed at Tenant's cost with a contractor selected by Landlord.
30. If the project requires additional soil, only clean fill shall be used.
31. No hazardous materials may be stored on Landlord's property including in any vehicle.
32. Pervious materials shall be used in the construction of any paths on the Leased Premises.
33. A high level summary of the project plans shall be provided by Tenant to Landlord for Landlord's review and approval prior to any construction, including the following:
 - A letter that summarizes the results of Tenant's analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, threatened and endangered species impacts, etc.)
 - A copy of any required environmental permits
 - A copy of any environmental reports required by the permits
34. Tenant shall, at its expense, pay for all costs associated with any of the above items (consulting, permitting, cleanup, audit, etc.).

Lease Requirements

1. The continued use of the subject property is permitted only for the purposes of a recreational bike path and trail for pedestrians, bicyclists, and equestrians, as indicated in the lease agreement.
2. Motorized vehicles are not permitted on the leased property, except in the event of the discharge of regular maintenance duties or emergency services.
3. No construction debris, soil, fill material, or spoils may be stored on ComEd property.
4. No hazardous materials, including petroleum products, may be stored, used, or transferred on ComEd property. No fueling of lawn mowers or similar maintenance equipment is allowed on ComEd property.
5. Lessee will be held responsible for the clean-up of any spills (oil, antifreeze, fuel, etc.) as this could be a potential source of contamination and future liability for ComEd.
6. In the event of a leak/spill on ComEd property, Lessee must notify ComEd within 24 hours and provide a written report within 5 business days.
7. Lessee is responsible for the maintenance of any onsite stormwater management system at the subject property and will be held responsible for any adverse drainage issues that arise for the duration of the lease. Inlet filters must be placed on all storm sewer manholes on ComEd property and must be properly maintained.
8. Lessee is not permitted to develop the unpaved areas or change the grading of the property without prior authorization from ESD. This includes activities of adding gravel or other fill-in activities to the surface of ComEd property.
9. Any damage to ComEd property caused by the Lessee will be repaired at the Lessee's expense.
10. At lease-end, the site must be returned to its original condition, including seeding, as necessary. However, ComEd has the discretion to allow the property to remain in its improved condition.
11. Lessee must follow all applicable environmental laws and regulations and obtain all required environmental permits.
12. Lessee must follow all federal, state, and local wetlands requirements, including United States Army Corps of Engineers and DuPage County regulations and guidelines.
13. Good housekeeping must be maintained at all times on the leased ComEd property.
14. Lessee must assume responsibility for all maintenance of the leased ComEd property. This includes keeping the entire property free of garbage, debris, and any third-party dumping. If third-party dumping occurs on or around the leased premises, Lessee must notify ComEd immediately or be held responsible for cleanup of any illegally dumped materials.



Transportation Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DT-R-0025-25

Agenda Date: 8/5/2025

Agenda #: 11.C.

RECREATIONAL LEASE AGREEMENT BETWEEN
THE COUNTY OF DUPAGE AND COMMONWEALTH EDISON COMPANY
FOR THE ILLINOIS PRAIRIE PATH-GENEVA SPUR
CONTRACT # 1033028 (COUNTY COST-\$1.00)

WHEREAS, the COUNTY and Commonwealth Edison Company (hereinafter "LANDLORD") entered into a Recreational Lease Agreement (hereinafter "ORIGINAL LEASE") on May 28th, 2013 which leased a portion of the LANDLORD'S property to the COUNTY for use by the general public for a part of the Illinois Prairie Path-Geneva Spur; said ORIGINAL LEASE has since expired; and

WHEREAS, the COUNTY and the LANDLORD desire to enter into a new lease through June 30th, 2045 for similar use of the property; and

WHEREAS, a new Lease Agreement (hereinafter "LEASE AGREEMENT") has been prepared and is attached hereto which outlines the agreed upon conditions; and

WHEREAS, it is in the best interest of the COUNTY to execute the attached LEASE AGREEMENT with the LANDLORD.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the referenced LEASE AGREEMENT between the COUNTY and the LANDLORD; and

BE IT FURTHER RESOLVED that one (1) signed original of the Resolution and LEASE AGREEMENT be sent to the LANDLORD, by and through the Division of Transportation.

Enacted and approved this 12th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

RECREATIONAL LEASE
August 12, 2025
by and between
COMMONWEALTH EDISON COMPANY
and
COUNTY OF DU PAGE

For and including the following described real estate

CONTRACT NUMBER: 1033028
R/W Name: GLENBARD REGIONAL HEADQUARTERS
PARCELS: T247
SW ¼ SECTION 1, TOWNSHIP 38N, RANGE 10E
OF THE THIRD PRINCIPAL MERIDIAN
DU PAGE COUNTY – MILTON TWP, ILLINOIS
COMED REGION NORTH
PIN: 05-01-301-002

RECREATIONAL LEASE

THIS RECREATIONAL LEASE (the “**Lease**”) is made as of August 12, 2025 by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“**Landlord**”) and the COUNTY OF DU PAGE (“**Tenant**”) a municipal corporation (hereinafter referred to as “**Tenant**”) whose address is 421 North County Farm Road, Wheaton, IL 60187.

WHEREAS, Landlord is the owner of various parcels of land on or adjacent to the former rights-of-way of the DU PAGE COUNTY and more fully described on Exhibit A (“**Landlord’s Property**”).

NOW THEREFORE, Landlord, for and in consideration of the payment of Rent (as hereinafter defined) by Tenant, and of the covenants, conditions and agreements of Tenant hereinafter set forth, does hereby lease and demise to the Tenant (without warranty of title), and Tenant does hereby lease from Landlord, a portion of Landlord’s property located in Du Page County, Illinois as shown on Exhibit A attached hereto and made a part hereof (the “**Leased Premises**”), for the purposes specified in Section 2 below.

1. TERM.

A. The term of this Lease (the “**Term**”) shall begin on August 12, 2025 (the “**Commencement Date**”) and shall terminate on **June 30, 2045 unless sooner terminated as provided herein.**

B. Subject to the terms and provisions of this Lease, Landlord hereby grants to Tenant one (1) option to renew this Lease on the same terms and conditions (each, a “**Renewal Option**”) for a renewal term of ten (10) years (each, a “**Renewal Term**”). If Tenant desires to exercise a Renewal Option, it shall notify Landlord in writing no earlier than one (1) year and not later than one hundred eighty (180) days prior to the then current expiration date of the Term (before the operation of the Renewal Option being exercised); and, once exercised, shall operate to extend the Term to end concurrently with the Renewal Term set by the Renewal Option so exercised.

C. Subject to Subsection 1.D. below, such notice shall only be effective if delivered at a time when Tenant is not in default hereunder and when to the knowledge of Tenant, no default, breach, unsatisfied

condition or other event has occurred or circumstances exist that constitute or which, with the giving of notice or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute such a default.

D. In addition to any other inspections of the Leased Premises that Landlord may conduct during the Term of this Lease, during the period between the exercise of a Renewal Option and the start of the associated Renewal Term, Landlord shall review the Leased Premises and determine whether Tenant is in compliance with the terms and conditions of the Lease. Landlord shall notify Tenant in writing if any deficiencies in the performance of Tenant's obligations under the Lease are discovered during such review and any actions needed to correct them. Unless otherwise agreed in writing by Landlord, Tenant shall correct any item on such notice prior to the start of the Renewal Term in question.

E. Prior to the beginning of any Renewal Term, the parties shall execute an amendment to this Lease to memorialize such Renewal Term. If Tenant does not exercise a Renewal Option, such Renewal Option and all subsequent remaining Renewal Options (if any) shall thereupon expire.

2. **PURPOSE.** The Leased Premises shall be used by Tenant solely for the purposes of a one thousand two hundred(1,200) foot recreational trail for pedestrians and bicyclists and equestrians ("**Tenant's Facilities**"), in compliance with all Legal Requirements (as defined in the next sentence) and the terms and provisions of this Lease, and for no other purposes (the "**Permitted Use**"). For purposes hereof, the term "**Legal Requirements**" shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes (including the National Electrical Safety Code), executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Leased Premises or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon Landlord or Tenant, or the use and occupancy thereof by Tenant. "Legal Requirements" shall include "Environmental Laws" as defined in Section 15, below. Tenant's use of the Leased Premises shall also be and remain subject to Landlord's superior right to use all or any portion of the Leased Premises for its business purposes, including the installation, use and maintenance of any transmission, distribution or communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by Landlord and now or hereafter installed by Landlord on or near the Leased Premises ("**Landlord's Facilities**").

3. **RENT.**

A. **Base Rent.** Landlord acknowledges its receipt of the payment of "Base Rent", a one-time payment by Tenant in the amount of One and No/100 Dollars (\$1.00) and no other Base Rent shall be assessed during the term of this Lease.

B. **Rent.** For purposes of this Lease, the term "**Rent**" shall mean the Base Rent, together with all other amounts due and payable by Tenant to Landlord under this Lease.

C. **Payment of Rent.** All Rent due and payable by Tenant under this Lease shall be paid to the following address:

or to such other place as Landlord may from time to time designate in writing. All payments due from Tenant hereunder which are not paid when due shall bear interest at a rate equal to ten percent (10%) per annum from the date due until paid (the “**Default Rate**”). Such interest shall be compounded monthly. In addition to, and not in lieu of, the foregoing (and any other rights and remedies to which Landlord is entitled under this Lease), in the event that any payment due from Tenant hereunder is not paid within five (5) business days of the date that the same is due, then a late fee in the amount of ten percent (10%) of the unpaid amount shall be due and payable by Tenant to Landlord. All Rent shall be paid by Tenant without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds. Tenant’s obligations to pay Rent are independent of each and every covenant contained in this Lease.

E. Net Lease. Except as otherwise provided in this Lease, the Rent herein shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord, the Rent in each year during the Term of this Lease and any renewals thereof, and that all costs, expenses and obligations of every kind and nature whatsoever, relating to the Leased Premises which may arise or become due during the Term of this Lease or any renewal or extension thereof, or as a result of Tenant’s use or occupancy of the Leased Premises, shall be paid by Tenant, and Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord from all such costs, expenses and obligations.

4. TAXES. Tenant shall pay the following amounts as “Taxes” to Landlord in each case no later than thirty (30) days after Landlord’s written demand therefor:

A Tenant’s proportionate share of the land component of all real estate taxes for each tax parcel of which the Leased Premises is a part for all periods falling within the Term, which proportionate share shall be calculated as follows: (i) the total land component of each tax bill for each such real estate tax parcel which includes any portion of the Leased Premises, multiplied by (ii) a fraction, the numerator of which shall be the acreage of the portion of such tax parcel which falls within the Leased Premises, and the denominator of which shall be the total acreage of such tax parcel; plus

B All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Tenant at the Leased Premises for all periods falling within the Term, plus

C Any increase in the real estate taxes and other assessments payable with respect to the Leased Premises (or any tax parcel of which the Leased Premises is a part) which is allocable to this Lease, Tenant’s use or occupancy of the Leased Premises, or any improvements, structures or fixtures constructed, installed or placed by Tenant at the Leased Premises (but without duplication of any amount payable pursuant to clause (B) above), for all periods falling within the Term; plus

D For purposes of this Lease, Taxes “for” or “with respect to” any particular period (or portion thereof) shall mean the Taxes which are payable during the calendar year in which any portion of such period falls, irrespective of the fact that such Taxes may have accrued with respect to a different period.

E Tenant hereby covenants and agrees that Tenant shall, no later than the Tax Exemption Date (as hereinafter defined), at Tenant’s sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be reasonably necessary and/or appropriate, in order to cause the Leased Premises to be exempted from the payment of real estate taxes, to

the extent that it is possible without the transfer of any ownership or change in the property owner name in the records of the applicable taxing jurisdiction, under applicable Legal Requirements. Concurrently with the delivery of any such documents, instruments, petitions and applications, Tenant shall furnish Landlord with copies thereof. In the event that Tenant is successful in obtaining any such real estate tax exemption for the Leased Premises, then Tenant shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Lease is in effect (and Tenant shall execute such documents, instruments, petitions and applications, and take such other actions which may be reasonably necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Tenant is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Leased Premises, then Tenant shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Landlord so requests, take such actions as may be reasonably necessary to apply for such exemption (or continuation); provided however, in no event shall Tenant have any power or authority to change, alter or modify in any way, the tax parcel number, property owner name or mailing address of the Leased Premises in the records of the applicable taxing jurisdiction. For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Lease, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Lease is executed and delivered. Notwithstanding anything contained in this paragraph, to the extent Tenant fails to obtain a tax exemption with respect to the Leased Premises for any reason, Tenant shall pay the Taxes as required above in this Section 4.

5. CONDITION. Tenant has examined the Leased Premises and knows its condition. Tenant hereby accepts the condition of the Leased Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations or warranties as to the condition, repair or compliance with Legal Requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by or on behalf of Landlord. By accepting possession of the Leased Premises, Tenant shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Leased Premises.

6. MAINTENANCE; SERVICES AND UTILITIES.

A. Tenant agrees at its sole cost and expense, to keep and maintain **the Leased Premises together with the [adjacent] open grass way area (such open grass way area together with Tenant's Facilities being the "Specified Area")** in a clean, safe, neat, sanitary and sightly condition and repair, and commensurate with the conditions existing at the time this Lease is executed to Landlord's satisfaction at all times during the Term hereof. Without limiting the generality of the foregoing, Tenant shall (subject to the terms and provisions of this Lease and all at Tenant's sole cost and expense): (i) perform any and all necessary paving, grading, landscaping, cutting and mowing of grass and weeds (including all Canadian thistles and other noxious weeds and growths at the Leased Premises) and (ii) promptly (and if Landlord provides written notice, no later than three (3) business days after receipt of such notice) remove all litter, garbage and graffiti from, and repair any vandalism (except for vandalism to Landlord's Facilities) to, the Specified Area or any nearby area, including, without limitation, any structure or bridge crossing used for Tenant's Facilities, on or near the Specified Area. Tenant's obligations under this Section 6 are solely those of Tenant and Landlord shall have no responsibility to undertake such obligations or to perform any action required of Tenant hereunder.

B. Landlord shall not be responsible for furnishing or providing any services or utilities to the Leased Premises (or any costs or expenses associated therewith), but rather, Tenant shall be responsible, at Tenant's sole cost and expense, for providing all such services and utilities. Landlord has made no representation, warranty or covenant of any kind regarding the availability (or future availability) of any such utilities and services, and no failure to provide or interruption of any such services or utilities or

services shall give rise to any right or remedy in favor of Tenant under this Lease. Landlord may from time to time, but shall have no obligation to, maintain the Leased Premises in accordance with its customary maintenance program then in effect and Tenant shall have no right to require Landlord to maintain the Leased Premises in any manner.

C. Tenant assumes all of the responsibilities normally identified with the ownership of the Leased Premises, including, but not limited to, responsibility for the condition of the Leased Premises, such as the operation, repair, replacement, maintenance and management of the Leased Premises, including, without limitation, repairs to all buildings, structures, fixtures, equipment and other property thereon; provided, that (except as expressly set forth below) in no event shall Tenant maintain, repair, gain access to or in any way use or operate any of Landlord's Facilities.

7. SURRENDER OF LEASED PREMISES; RESTORATION. Tenant agrees that upon termination of the Term of this Lease, whether by expiration or otherwise, Tenant will peaceably quit and surrender the Leased Premises to Landlord, and will, at its sole cost and expense, remove all Tenant's personal property, fixtures, structures and improvements, and will, at Landlord's sole and absolute discretion, restore and regrade the Leased Premises to substantially the same condition the Leased Premises were in on the date hereof (other than any improvements, installations and modifications made by Landlord). This Section shall survive the termination or expiration of the Lease.

8. COMPLIANCE WITH LAWS; WASTE; OTHER COVENANTS OF TENANT.

A. General. Tenant, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements, Landlord's vegetation management practices and procedures and all of the requirements listed in Exhibits C-1 and C-2 attached to this Lease and made a part hereof. In addition, Tenant covenants and agrees that it will not commit waste, loss or damage to the Leased Premises or any other property of Landlord.

B. Change in Law. Tenant acknowledges that Landlord may incur costs as a result of the enactment of new Legal Requirements relating to the Leased Premises, and/or changes in Legal Requirements relating to the Leased Premises. Tenant agrees that any such costs incurred by Landlord for complying with such new or changed Legal Requirements and due in whole or in part to Tenant's use and/or occupancy of the Leased Premises shall be an expense recoverable by Landlord from Tenant. To the extent any such expense paid by Tenant to Landlord is subsequently recovered by or reimbursed to Landlord through insurance or recovery from responsible third parties or other action, Tenant shall be entitled to a proportionate share (as reasonably determined by Landlord) of such recovery or reimbursement.

C. Notice of Violations. Tenant shall immediately provide Landlord with written notice: (i) upon Tenant's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Leased Premises, and/or (ii) of Tenant's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to the Leased Premises, including without limitation, any alleged or actual violation of any Legal Requirements or any request for additional information, rejection or confirmation regarding any application for exemption from real estate taxes.

D. Height and Other Limitations. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas, and/or any trees, shrubs or other plants or vegetation planted or installed per Exhibit E at the Leased Premises by Tenant) having a height which exceeds the maximum allowable height under OSHA's height standards in effect from time to time during the Term, shall be driven, moved or transported on the Leased Premises without Landlord's prior written consent with the exception of maintenance (including third party) vehicles or emergency vehicles. Tenant shall not allow any activity which could result in a wire to ground electrical

contact or damage to towers or poles; such as, flying kites, model airplanes, driving minibikes, go carts and snowmobiles. If Landlord so requests, Tenant will post signs prohibiting such activities.

9. ALTERATIONS.

A. Generally. Tenant shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the “**Alterations**”) in or about the Leased Premises without Landlord’s prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any Alterations shall be performed: (i) by Tenant, at Tenant’s sole cost and expense (and Landlord shall have no duty or obligation with respect thereto), (ii) pursuant to plans and specifications approved in writing by Landlord (in Landlord’s sole discretion), (iii) by contractors and subcontractors approved in writing by Landlord (in Landlord’s sole discretion), (iv) in compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Tenant shall, at Tenant’s sole cost and expense, obtain any and all permits and approvals necessary for the performance of any Alterations. During the performance of any Alterations, Tenant shall carry, and shall cause its contractors and subcontractors to carry, such insurance as Landlord shall, in its sole discretion, direct. Neither Tenant nor any of Tenant’s authorized agents shall, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Leased Premises, or permit any materials to be delivered to or used in the Leased Premises, whether in connection with any Alteration or otherwise, if, in Landlord’s sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Leased Premises (or any other property) by Landlord, Tenant or others, or the use and enjoyment of the Leased Premises by Landlord or other tenants or occupants of the Leased Premises. In the event of such interference or conflict, upon Landlord’s request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Leased Premises immediately. At the sole discretion of Landlord, any proposed Alterations shall be subject to a review fee, the amount of which will be determined by Landlord upon receipt of Tenant’s request for consent to such Alterations. Such fee shall be due and payable by Tenant within five (5) days from receipt of notice from Landlord of the amount of such review fee and Landlord shall not be required to consider Tenant’s request for Landlord’s consent to any Alterations until the review fee for such Alterations is paid.

B. Paving, Filling and Planting. Without limiting the generality of the terms and provisions of Subsection 9.A. above, Tenant acknowledges and confirms that any and all grading, leveling, adding or removing soil and/or paving of the Leased Premises (or any portion thereof), and any and all planting, seeding and similar activities shall constitute “**Alterations**” for purposes of this Lease, and shall be subject to each and all of the terms and provisions relating thereto. In any event, any and all debris from any Alterations of Tenant shall be promptly removed from the Leased Premises by Tenant. In the event that, in connection with Tenant’s Alterations, Tenant elects to fill any low spots on the Leased Premises, only clean fill (defined as not containing debris such as gravel, concrete, tree roots, brick or any contaminants) shall be used prior to the spreading of base fill underlying any paving. No paving or grading work (or similar work) of any kind will be undertaken within a ten (10) foot radius of any tower leg (or similar equipment, improvement or facility) of Landlord. Paving shall be well drained, firm and solid blacktop (or other substance approved in writing by Landlord), and shall be neat and clean in appearance. In addition, and not in lieu of the foregoing, any such grading, leveling, paving, filling and/or planting or seeding of the Leased Premises shall comply with the terms and provisions of Section 12 below and Landlord’s vegetation management practices and procedures. Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased in excess of 8 inches (8”) without Landlord’s prior written consent.

C. Drainage. Tenant covenants and agrees that no Alterations made by Tenant pursuant to this Lease shall cause any surface water drainage problems for Landlord or any adjoining landowners. In

the event that any such water drainage problems are caused by Tenant's Alterations, Tenant shall correct such problems immediately at Tenant's sole cost and expense.

D. Fencing and Barriers. Tenant covenants and agrees that, in the event that Tenant installs (or is required (by Landlord or otherwise) to install) any fencing and/or gates in connection with Tenant's Alterations at the Leased Premises (or its use or occupancy of the Leased Premises), Tenant will install, maintain and operate such fences and/or gates in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto and made a part hereof, and any and all other fencing and locking rules, regulations and guidelines which Landlord may deliver to Tenant from time to time prior to or during the Term. Tenant also acknowledges and confirms that, in connection with Landlord's review and/or approval of the plans and specifications for Tenant's Alterations at the Leased Premises (as provided in Subsection 9.A. above), Landlord may require, prior to or at any time during the Term of this Lease, that barriers ("**Barriers**") be installed on the Leased Premises in order to protect Landlord's Facilities and/or other equipment, improvements and facilities of Landlord and other users and occupants of the Leased Premises. Any such Barriers shall be installed, at Landlord's sole option, either: (i) by Tenant, at Tenant's sole cost and expense, in a manner satisfactory to Landlord, or (ii) by Landlord, in which event Tenant shall pay to Landlord, prior to such installation, Landlord's reasonable estimate of the cost of such installation of the Barriers. Any barriers required to be installed hereunder shall be installed, maintained and operated by Tenant in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto, and any and all rules, regulations and guidelines regarding barriers which Landlord may deliver to Tenant from time to time prior to or during the Term.

E. Soil Removal. Tenant hereby agrees that it will not remove any soil from the Leased Premises without the prior written consent of Landlord. Any soil removed from the Leased Premises to which Landlord consents (as provided in the preceding sentence) shall become the property of Tenant and shall be: (i) transported and disposed of by Tenant (at its sole cost and expense) in a manner approved in writing by Landlord and in compliance with all Legal Requirements, and (ii) promptly replaced by Tenant at its sole cost and expense, with clean soil not contaminated with Hazardous Materials (as defined in Section 15 below).

F. Third Party Facilities. Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection reasonably required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

G. Supervision. Landlord shall have the right (but not the obligation) to monitor and observe Tenant's performance of any Alterations at the Leased Premises (or any component thereof) and, in the event that Landlord so elects, Tenant shall reimburse Landlord for any and all costs of such monitoring and observation, together with a charge for Landlord's overhead, as determined by Landlord. In the event that Landlord elects to monitor or observe any such work, in no event shall Landlord be deemed to have approved or made any representation or warranty regarding the same.

H. Notification. In addition to and not in lieu of, Tenant's other obligations under this Section 9, Tenant also agrees to notify Landlord's Representative, at ComEdRealEstateFacilities@comed.com, at least seventy-two (72) hours prior to the commencement of any Alterations at the Leased Premises.

10. INDEMNITY. To the maximum extent permitted under Legal Requirements, Tenant agrees to protect, indemnify, defend (with DuPage County counsel acceptable to Landlord) which acceptance shall not be unreasonably withheld because under Illinois law, 55 ILCS 5/3-9005, any attorney representing the County of DuPage, who is not already an Assistant State's Attorney, is to be appointed as Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008 and hold harmless Landlord and Exelon Corporation, a Pennsylvania corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "**Losses**"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "**Claims**"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Tenant or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "**Tenant Group**") at, on or about the Leased Premises, and/or (ii) any breach or violation of this Lease on the part of Tenant, and notwithstanding anything to the contrary in this Lease, such obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination or expiration of this Lease. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors). Neither party makes any representation of the extent or nature of its authority to defend or indemnify.

11. WAIVER. Any entry onto the Leased Premises by Tenant and, to the extent permitted by law, each and every member of the Tenant Group, shall be at such parties' sole risk, and Landlord makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Leased Premises or the condition of the Leased Premises (including, without limitation, the environmental condition thereof). To the fullest extent permitted by law, Tenant and each member of the Tenant Group hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever releases the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Tenant or any member of the Tenant Group in connection with any entry onto the Leased Premises pursuant to this Lease. Without limiting the generality of the foregoing, in no event shall any of the Indemnified Parties be responsible or liable for any loss, damage, destruction, theft or misappropriation of any of the property of Tenant or any member of the Tenant Group. This Section will survive termination or expiration of the Lease.

12 DIGGING WORK. If Tenant performs any grading, leveling, digging or excavation work on the Leased Premises (which work shall be subject to Landlord's prior written approval), Tenant will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Leased Premises are located in the City of Chicago, or in the event the Leased Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Leased Premises. If Tenant damages any such underground facilities in the course of its work, Tenant will promptly reimburse Landlord or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage.

13. CASUALTY. In the event of any damage to or destruction of the Leased Premises, by fire or other casualty, which materially and adversely affects Tenant's use and enjoyment of the Leased Premises for the purposes specified in this Lease, then either Landlord or Tenant shall have the right, no later than ninety (90) days after such party becomes aware of such damage or destruction, to terminate this Lease upon sixty (60) days' prior written notice to the other. In the event of any damage or destruction which is not so extensive, or in the event that Landlord and Tenant elect not to terminate this Lease pursuant to the preceding sentence, then this Lease shall continue in full force and effect, and Tenant will promptly and diligently, at its sole cost and expense, repair, restore, rebuild and replace the Leased Premises (and all

improvements, fixtures, equipment and property thereat) as nearly as possible to the condition they were in immediately prior to such damage or destruction. Any such work shall be done in a manner satisfactory to Landlord, and in accordance with all Legal Requirements and the terms and provisions of this Lease. Landlord shall not be liable or responsible for any loss or damage caused to any property of Tenant or any member of the Tenant Group (including, without limitation, any such loss or damage caused by fire, vandalism or other casualty) at any time during the Term hereof.

14. CONDEMNATION. If the Leased Premises, or a substantial part thereof, or a portion which prevents use of the Leased Premises for the purposes specified herein, shall be taken or condemned by any competent authority for any public use or purpose, the Term shall end on the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of any condemnation award or proceeds (it being understood that Landlord shall be entitled to the entire amount of any such award or proceeds, and Tenant shall have no right to share therein). Then current Rent shall be apportioned as of the date of such termination.

15. ENVIRONMENTAL PROTECTION.

A. General. Tenant covenants and agrees that Tenant shall conduct its operations on the Leased Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Tenant nor any member of the Tenant Group shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Leased Premises. Without limiting any other indemnification obligations of Tenant contained herein, Tenant hereby agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Tenant, any member of the Tenant Group or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Leased Premises. For purposes of this Lease, the term "**Hazardous Materials**" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. For purposes hereof, the term "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

B. Wetlands. If there are wetlands on the Leased Premises, or if wetlands should develop on the Leased Premises during the Term, Tenant shall strictly comply with and observe all applicable Environmental Laws. At Landlord's request, Tenant shall, at Tenant's sole cost, furnish Landlord with a survey of the Leased Premises delineating any wetland areas located on the Leased Premises. Under no circumstances shall Tenant change the physical characteristics of any wetland areas located on the Leased Premises, or any other adjoining land or place any fill material on any portion of the Leased Premises, or any adjoining land, without in each instance obtaining Landlord's prior written consent (which may be granted or withheld in Landlord's sole discretion), and only then in compliance with applicable Environmental Laws.

C. Notice of Violation/Release. Tenant shall provide Landlord with prompt written notice upon Tenant's obtaining knowledge of the existence of any Hazardous Materials on, in or under the Leased Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Materials affecting the Leased Premises.

D. Survival. This Section shall survive the expiration or other termination or expiration of the Lease.

16. **INSURANCE**. Tenant shall comply with the insurance provisions contained in Exhibit D attached hereto and made a part hereof.

17. **ZONING**. Tenant hereby acknowledges that Landlord has made no representations that the Leased Premises may be used or is properly zoned for the Permitted Use, and Tenant further agrees that it will (at its sole cost and expense) obtain all necessary permits and other approvals prior to undertaking the Permitted Use. Tenant assumes all obligations and responsibilities for compliance with all Legal Requirements including, without limitation, all applicable zoning laws and ordinances, building codes and governmental regulations. This Lease is not preconditioned on Tenant obtaining any zoning or use permits or approval. This Lease does not constitute the authority to seek a zoning change to permit the Permitted Use, and in no event shall Tenant seek or apply for any such zoning change to the Leased Premises without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole and absolute discretion.

18. **NO SIGNS**. Tenant shall not place or permit to be placed by any person or entity (other than Landlord) on the Leased Premises any signs or billboards (including, without limitation, any advertising signs or billboards) without the prior written approval of Landlord, which approval Landlord may give or withhold in Landlord's sole and absolute discretion. Tenant may place signs on the Specified Area without the consent of Landlord relating solely to safety and directional matters involving the Permitted Use. Tenant agrees to place a sign in a visible area within the Specified Area that contains an acknowledgment of Landlord's assistance and cooperation with the Tenant with respect to the Permitted Use, all in a manner and form reasonably acceptable to Landlord.

19. **DAMAGE TO LANDLORD'S FACILITIES**. Tenant agrees that in the event any work done by or on behalf of the Tenant on the Leased Premises causes damage to Landlord's Facilities, Tenant will promptly reimburse Landlord for any and all expense incurred for the repairing or replacement of such damage, within thirty (30) days, after presentation to Tenant of Landlord's statement therefor.

20. DEFAULT.

A. The occurrence of any of the following shall be considered a “**Default**”:

(i) Tenant shall at any time fail to make any payment of Rent (or any portion thereof) or any other payments required of Tenant hereunder when required, and such failure continues for a period of more than ten (10) days (without necessity of any notice or demand therefor); or

(ii) Tenant shall breach or violate any of its duties or obligations set forth in Section 7 (Surrender of Leased Premises; Restoration), Section 8 (Compliance with Laws), Section 16 (Insurance), Section 22 (Covenants Against Liens), Section 23 (Assignment and Subletting) or Section 30 (Subordination; Estoppel) of this Lease; or

(iii) Tenant shall at any time be in default of any other covenants and conditions of this Lease to be kept, observed and performed by Tenant, which and such default continues for more than thirty (30) days (or such shorter time period as may specifically be set forth in this Lease) after notice from Landlord; or

(iv) this Lease or Tenant’s interest therein, or any interest in Tenant, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Tenant, or any of Tenant’s property in the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or

(v) a receiver, assignee or trustee shall be appointed for Tenant or Tenant’s property or if the Tenant shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Tenant; or

(vi) Landlord shall receive notice of any alleged violation of any Legal Requirements resulting from or in any way connected with Tenant’s use of the Leased Premises and such violation is not cured (and all liabilities connected therewith fully satisfied) by Tenant prior to the earlier of (a) the last day of the period permitted by law for curing such violation or (b) the first date Landlord becomes subject to any fine, penalty, lien, judgment, order or other liability due to the continued existence of such violation; or

(vii) Tenant shall abandon the Leased Premises or vacate same during the Term hereof.

B. If a Default occurs, Landlord may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Landlord may be entitled under this Lease, at law or in equity):

(i) At its option, at once, without notice to Tenant or to any other person, terminate this Lease and at its option, require payment in full of the Rent due for the unexpired term of the Lease;

(ii) Enter into the Leased Premises, and remove Tenant’s property and effects therefrom, and/or take and hold possession thereof, without such entry and/or possession terminating this Lease or releasing Tenant in whole or in part from Tenant’s obligations to pay Rent and perform all its other obligations hereunder for the full Term, and to relet the Leased Premises or any part or parts thereof, either in the name of for the account of Landlord or Tenant, for such Rent and for such term and terms as Landlord may see fit, which term may at Landlord’s option extend beyond the balance of the Term of this Lease. Except to the extent required under applicable Legal

Requirements, Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by the Tenant about such reletting. In any case, Landlord may make such repairs, alterations and additions in or to the Leased Premises as it sees fit. Tenant shall pay Landlord any deficiency between the Rent hereby reserved and covenanted to be paid and the net amount of the rents collected on such reletting, for the balance of the Term of this Lease, as well as any expenses incurred by Landlord in such reletting, including, but not limited to attorney's fees, broker fees, the expenses of repairing, altering the Leased Premises, and otherwise preparing the same for re-rental. All such costs, other than the rental, shall be paid by Tenant upon demand by Landlord. Any deficiency in rental amounts shall be paid in monthly installments, upon statements rendered by Landlord to Tenant, unless Landlord has declared the entire Rent for the balance of the Term due, as elsewhere in this Lease provided. Any suit brought to collect the amount of the deficiency for any one or more months' Rent shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent month's Rent;

(iii) Require that upon any termination of this Lease, whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, the Tenant shall at once surrender possession of the Leased Premises to the Landlord and immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Leased Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry, without thereby waiving Landlord's rights to Rent or any other rights given Landlord under this Lease or at law or in equity;

(iv) Remove, at its option if the Tenant shall not remove all effects from the Leased Premises in this Lease as provided, any or all of such effects in any manner that Landlord shall choose and store the same without liability for loss thereof, and Tenant will pay Landlord, upon demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord may at its option, without notice, sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to Landlord, including the expenses of removal and sale;

(v) Collect from Tenant any other loss or damage Landlord may sustain by reason of any breach (including, without limitation, the unamortized portion of any brokerage fee or commission paid by or on behalf of Landlord to any broker or finder with respect to this Lease) and any diminished value of the Leased Premises resulting from said breach;

(vi) Enjoin any such breach of this Lease by Tenant; and/or

(vii) Take any and all corrective actions Landlord deems necessary or appropriate to cure the default of Tenant in question and charge the cost thereof to Tenant, together with (i) interest at the Default Rate, and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred Landlord in administering such cure, such payment to be made by Tenant upon Landlord's presentment and demand therefor.

C. Except as specifically provided in this Section Tenant expressly waives the service of any notice of intention to terminate this Lease or to terminate Tenant's right of possession of the Leased Premises or to re-enter the Leased Premises and waives the service of any demand for payment of Rent or

for possession and waives the service of any and every other notice or demand prescribed by any statute, law or ordinance and agrees that the simple breach of any of the covenants of this Lease (beyond any applicable notice and cure periods) shall, of itself, without the service of any additional notice or demand whatsoever, at Landlord's option, constitute a default on the part of Tenant. No receipt of monies by the Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased Premises after termination in any way of this Lease or after the giving of any notice, shall reinstate, constitute or extend the Term of this Lease or affect any notice given to the Tenant prior to the receipt of such money, it being agreed that after the service of notice of the commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rent or other amounts due Landlord and such payment not waive or affect said notice, said suit, or said judgment.

D. Any and all rights and remedies which Landlord may have under this Lease at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time.

E. If Landlord is required to incur expense, legal, incidental, or consequential, because of the breach of this Lease by Tenant, the Tenant shall promptly reimburse Landlord for such expense upon being given a written itemization and explanation thereof. In the event of commencing a court action as a result of any breach, it is agreed that such expenses are to be considered a part of the damages claimed in said action and any expense incurred in prosecuting that action shall be included. It is agreed that the term "expenses" as used herein shall include, but not be limited to, attorney's fees, court costs, district justice costs, and any and all other costs and expenses reasonably related to such breach.

F. The failure of Landlord to enforce rights under this Lease on one or numerous occasions shall not affect the Landlord's ability to enforce that right on any subsequent occasion or occasions.

G. Upon the occurrence of a Default or any breach or default under this Lease by Tenant, Tenant shall be liable for and shall reimburse Landlord upon demand for all reasonable attorney's fees and costs incurred by Landlord in enforcing Tenant's obligations under this Lease, whether or not Landlord files legal proceedings in connection therewith.

H. In the event that a Default shall occur and Landlord elects to terminate this Lease, or upon expiration of this Lease, Tenant shall not be relieved of its duties or obligations under this Lease so long as Tenant or any of Tenant's property remains on the Leased Premises. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

I. In the event of a threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall (without limiting any of Landlord's other rights or remedies hereunder, at law or in equity) have the right to enjoin any such threatened breach.

21. LIMITATION ON LIABILITY. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements continued in this Lease are made or intended as personal covenants, undertakings or agreements by Landlord or any entity which is affiliated with Landlord its parent or subsidiaries. Tenant specifically agrees to look solely to Landlord's interest in the Leased Premises for the recovery of any sums, damages, awards or judgments from Landlord. It is agreed that neither Landlord, nor any entity which is affiliated with Landlord (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, venturers, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Lease.

22. COVENANTS AGAINST LIENS. Tenant hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Leased Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Tenant or any member of the Tenant Group or otherwise. In the event any such lien or claim for lien is filed, Tenant will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Landlord, Landlord, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof), and Tenant shall promptly upon notice thereof reimburse Landlord for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Landlord in connection with such lien or claim of lien. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liens or claims, to the extent permitted by law, for lien arising out of or in any way connected with Tenant's use and occupancy of the Leased Premises. Any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

23. ASSIGNMENT AND SUBLETTING. Tenant shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Lease (or any interest of Tenant herein), whether by operation of law or otherwise, and shall not sublet (or underlet), or permit, or suffer the Leased Premises or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Tenant in contravention of the provisions of this Section shall be void. For purposes of this Lease any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Tenant shall constitute an assignment of this Lease and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Tenant shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Tenant, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Tenant, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

24. TERMINATION. Prior to the end of the Term, this Lease may be terminated at any time by either of the parties hereto by giving ninety (90) days prior written notice to the other party of such termination. This Lease may also be terminated by Landlord, if Landlord is required to do so by a regulatory body, by a court of competent jurisdiction or Legal Requirements. In the event this Lease is terminated for any reason, any Rent paid in advance shall be prorated to the effective date of such termination and the unearned portion thereof refunded to Tenant.

25. LANDLORD'S RIGHTS. The rights of the Landlord to utilize the Leased Premises in its utility business, at all times, will be and remain paramount to the rights herein granted to Tenant by Landlord and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically refer to rights relating to sewers, water pipes and mains, drainage tiles and pipes, gas main and pipelines and other associated uses. In addition, Landlord shall have the right to enter upon the Leased Premises at any time and from time to time during the Term to (a) show the same to prospective tenants, mortgagees and/or purchasers, and to place "For Rent" and/or "For Sale" signs thereon and (b) to conduct any and all vegetation management in, on, or about the Leased Premises in accordance with Landlord's then current vegetation management practices and procedures.

26. RIGHT OF ENTRY.

A. Tenant agrees that Landlord and Landlord's agents, representatives, employees, contractors, licensees, invitees, tenants, successors and assigns (collectively, "Landlord Parties"),

shall have the right to enter the Leased Premises at any time Landlord deems necessary, to alter, modify, augment, supplement, improve, upgrade, use, operate, repair, replace, install, construct, maintain or protect Landlord's Facilities and to conduct vegetation management activities, including the right to cut down, trim and remove any trees, brush or other vegetation that interferes with or potentially interferes with Landlord's Facilities on the Leased Premises as Landlord deems necessary in its sole discretion. Tenant shall not plant any trees or other vegetation on the Leased Premises without the prior written consent of Landlord which it may withhold in its sole discretion. Landlord has the right to require Tenant to remove and relocate any paving, improvements or property owned or used by Tenant at the Leased Premises, in connection with the use, operation, maintenance, repair, installation and/or removal of Landlord's Facilities by any Landlord Party, and/or or in connection with any other use (present or future) of the Leased Premises by the Landlord Parties, all of which removal and relocation shall be at Tenant's sole cost and expense. In the event that Tenant fails to remove and/or relocate any such paving, improvements or property upon notice from Landlord, then Landlord shall have the right (but not the obligation) to remove such paving, improvements or property on Tenant's behalf, and at Tenant's cost, and Tenant shall promptly reimburse Landlord for any costs and expenses paid or incurred by Landlord in connection therewith. Tenant agrees that it will cooperate with Landlord in connection with any entry on, and work at, the Leased Premises by the Landlord Parties, and shall coordinate Tenant's use of the Leased Premises with any use of the Leased Premises by any of the Landlord Parties, including but not limited to vegetation management. Landlord shall not in any event be liable for inconvenience, disruption, disturbance, loss of business or other damage to Tenant by reason of any entry on, or work at, the Leased Premises by any Landlord Party, or on account of bringing materials, supplies, and equipment into or through the Leased Premises. Tenant understands that the business of the Landlord involves, among other things, the construction, installation, maintenance, operation, and use of Landlord's Facilities now or which may hereafter be erected or installed upon, along, on, over, across or under the Leased Premises, or property adjacent thereto, which are used or useful in connection with the generation, conversion, transmission or distribution of electricity and gas and communications services. Tenant covenants and agrees (as a specific condition of this Lease) that Tenant and each member of the Tenant Group will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of the Landlord's Facilities, nor damage, destroy, interfere with, obstruct or otherwise adversely affect, Landlord's Facilities.

B. Landlord and its representatives may enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises, or to show the Leased Premises to prospective purchasers, investors, encumbrancers, or tenants. In the case of an emergency, Landlord or its agents may enter the Leased Premises without prior notice, and may enter forcibly, without liability to Tenant, and without affecting this Lease. During the final twelve (12) months of the Term, Landlord may place customary "For Sale" or "For Lease" signs on the Leased Premises

27. LANDLORD'S RIGHT TO TRANSFER. This Lease shall not in any manner or to any extent limit or restrict the right of Landlord to use or dispose of the Leased Premises as Landlord may in its discretion desire, subject to rights of Tenant hereunder. Landlord shall have the right, without notice to or consent from Tenant, to assign this Lease to any person or entity that succeeds (directly, indirectly or by operation of law) to any of Landlord's right, title or interest in or to the Leased Premises.

28. TENANT'S PROPERTY. It is expressly understood and agreed that all equipment and other personal property that Tenant may install upon the Leased Premises during the Term shall remain the property of Tenant and shall be removed by Tenant (as set forth in Section 7 hereof), at its sole cost and expense, at the expiration of the term of this Lease or at any time prior thereto.

29. HOLDING OVER. Tenant shall have no right to remain in possession of all or any part of the Leased Premises after the expiration of the Term. In the event that Tenant remains in possession of all or any part of the Leased Premises after the expiration or earlier termination of the Term, at Landlord's option (exercised by giving Tenant written notice): (a) such tenancy shall be deemed to be either (at Landlord's sole option) a periodic tenancy from month-to-month only, or a tenancy at sufferance terminable at will by Landlord; (b) such tenancy shall not, unless Landlord otherwise elects (as set forth above), constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In the event Tenant remains in possession after the expiration or earlier termination of the Term, then: (i) Landlord shall have the right to charge Tenant a monthly Base Rent equal to Landlord's estimate (as determined by Landlord in its sole discretion) of two hundred percent (200%) of the fair market monthly rental value of the Leased Premises, and any other sums due under this Lease shall be payable in the amount and at the times specified in this Lease, and (ii) Tenant agrees to the extent permitted by law to indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold the Indemnified Parties harmless from and against any and all Losses and Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Leased Premises (which may include, without limitation, any Claims made by any actual or prospective subsequent lessee or other user or occupant of the Leased Premises or any portion thereof). Any such month-to-month tenancy or tenancy at sufferance shall be subject to every other term, condition, and covenant contained in this Lease.

30. SUBORDINATION; ESTOPPEL.

A. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage now or hereafter existing against all or any portion of the Leased Premises. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner of the Leased Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the owner of the Leased Premises. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord or any mortgagee of Landlord may request to evidence such subordination no later than ten (10) business days after Landlord's request therefor. If any mortgagee of Landlord (or its successors or assigns), or any other person or entity, shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights ("**Successor Landlord**") and upon Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize Successor Landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment.

B. Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than ten (10) days' prior notice, to execute and deliver to Landlord a written statement executed and acknowledged by Tenant, (a) stating that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the Base Rent, (c) setting forth the date to which the Rent has been paid, (d) stating whether or not, to the best knowledge of the Tenant, Landlord is in default under this Lease, and if so, setting forth the specific nature of all such default, (e) stating whether there are any subleases affecting the Leased Premises, (f) stating the address of Tenant to which all notices and communication under the Lease shall be sent, and the Commencement Date, and (g) containing any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered

pursuant to this paragraph may be relied upon by others with whom Landlord may be dealing, including any purchaser or owner of the Leased Premises, or of Landlord's interest in the Leased Premises or any lender or mortgagee of Landlord. If Tenant fails to execute and return such written statement to Landlord within such ten (10) day period, such failure shall constitute Tenant's agreement as to the accuracy of the information contained in the written statement submitted to Tenant by Landlord.

31. MISCELLANEOUS.

A. Illinois Commerce Commission Approval. Landlord and Tenant acknowledge that Landlord is a public utility regulated by the Illinois Commerce Commission ("**Commission**") and other governmental authorities, and this Lease and the obligations of the parties hereto are subject to all Legal Requirements applicable to Landlord as a public utility. Although it is not expected that the Commission's or other governmental authorities' approval will be required for this Lease, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authorities' approval of this Lease, under any circumstances in which such approval is required. It is further agreed and understood that this Lease may be terminated by Landlord immediately at any time in the event that Landlord is required to do so by the Commission or some other governmental authority.

B. Notices. Whenever notice is required to be given pursuant to this Lease, the same shall be either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Landlord:

Commonwealth Edison Company
Three Lincoln Centre 4th Floor
Oakbrook Terrace, IL 60181
Attn: Real Estate Asset Management

with a copy to:

Exelon Business Services Company, LLC
Law Department
10 South Dearborn Street, 49th Floor
Chicago, Illinois 60603
Attn: Assistant General Counsel – Real Estate

If to Tenant:

County of Du Page
421 North County Farm Road
Wheaton, Illinois 60187
Attn: County Engineer

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Lease, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

C. Prohibition on Recording. To the maximum extent permitted under Legal Requirements, Tenant agrees not to record this Lease. This Section will survive the termination or expiration of this Lease.

D. Waiver of Jury Trial. Landlord and Tenant, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, or any other claims, and any emergency statutory or any other statutory remedy.

E. Captions. The section headings appearing in this Lease are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

F. Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Tenant is comprised of more than one individual or entity, the obligations of such individuals or entities under this Lease shall be joint and several.

G. Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Leased Premises.

H. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Lease.

I. No Waiver. The failure of either party to enforce at any time any provision of this Lease shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Lease or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.

J. No Third Party Beneficiaries. Landlord and Tenant agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Lease nor any of the rights and privileges conferred herein.

K. Governing Law. The terms and provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Lease (each a "**Proceeding**"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of DuPage or (as applicable) in the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of DuPage and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

L. Counterparts. This Lease may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

M. Subordinate. This Lease, and all of Tenant's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Leased Premises (or title thereto) dated prior to the date of this Lease.

N. Severability. If any term, provision or condition in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

O. Time of the Essence. Time is of the essence of this Lease, and each and every term and provision hereof.

P. No Partnership. None of the terms or provisions of this Lease shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Lease cause them to be considered joint venturers or members of any joint enterprise.

Q. Not an Employee. By signing this Lease, Tenant affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, nor any of their respective parents, subsidiaries or affiliates, nor does Tenant have any affiliated interest in any such entities.

R. No Oral Change. This Lease cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

S. Tenant's Authority. Tenant represents and warrants that it has full right, power and authority to execute and deliver this Lease, and to perform each and all of its duties and obligations hereunder. If Landlord so requests, Tenant shall provide Landlord with reasonable written evidence of such right, power and authority.

T. Termination of Lease Based Upon Change In Law. If any Legal Requirement is enacted or modified during the Term, and such enactment or modification places any additional material burden on Landlord (as determined by Landlord) as a result of Tenant's use or occupancy of the Leased Premises for any purpose, or if the use of the Leased Premises by Tenant would violate any Legal Requirements hereinafter enacted or modified, then (without limiting any other rights or remedies of Landlord hereunder) Landlord shall have the right to terminate this lease effective as of the effective date of such Legal Requirement is so enacted or modified.

U. Negotiated. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

V. Brokers. Tenant represents and warrants to Landlord that Tenant has dealt with no broker, finder or similar person or entity in connection with this Lease, or Tenant's use or occupancy of the Leased Premises. Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from and against any and all Claims and Losses brought against, sustained or incurred by Landlord by reason of Tenant's breach of the foregoing representation and warranty.

W. Tenant's Authority to Act. This Lease shall be executed for and on behalf of the Tenant pursuant to a resolution adopted by the County Board of Tenant, at a regular meeting held _____, 20____, and signed by the officers therein designated as signatories and attested by the clerk of Tenant.

Y. Additional Requirements. Tenant shall comply the Additional Requirements listed on Exhibit E attached hereto and made a part hereof.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

LANDLORD:

COMMONWEALTH EDISON COMPANY

By: _____
Name: Wanda Anderson
Its: Senior Manager of Real Estate and Facilities

TENANT:

COUNTY OF DU PAGE

By: _____
Name: Deborah A. Conroy
Its: Chair, DuPage County Board

ATTEST:

By: _____
Name: Jean Kaczmarek
Its: DuPage County Clerk

EXHIBITS

- A Leased Premises
- B [Reserved]
- C-1 & C-2 Fencing and Barrier Requirements
- D Insurance Requirements
- E Additional Requirements

EXHIBIT A

Leased Premises

PIN: 05-01-301-002

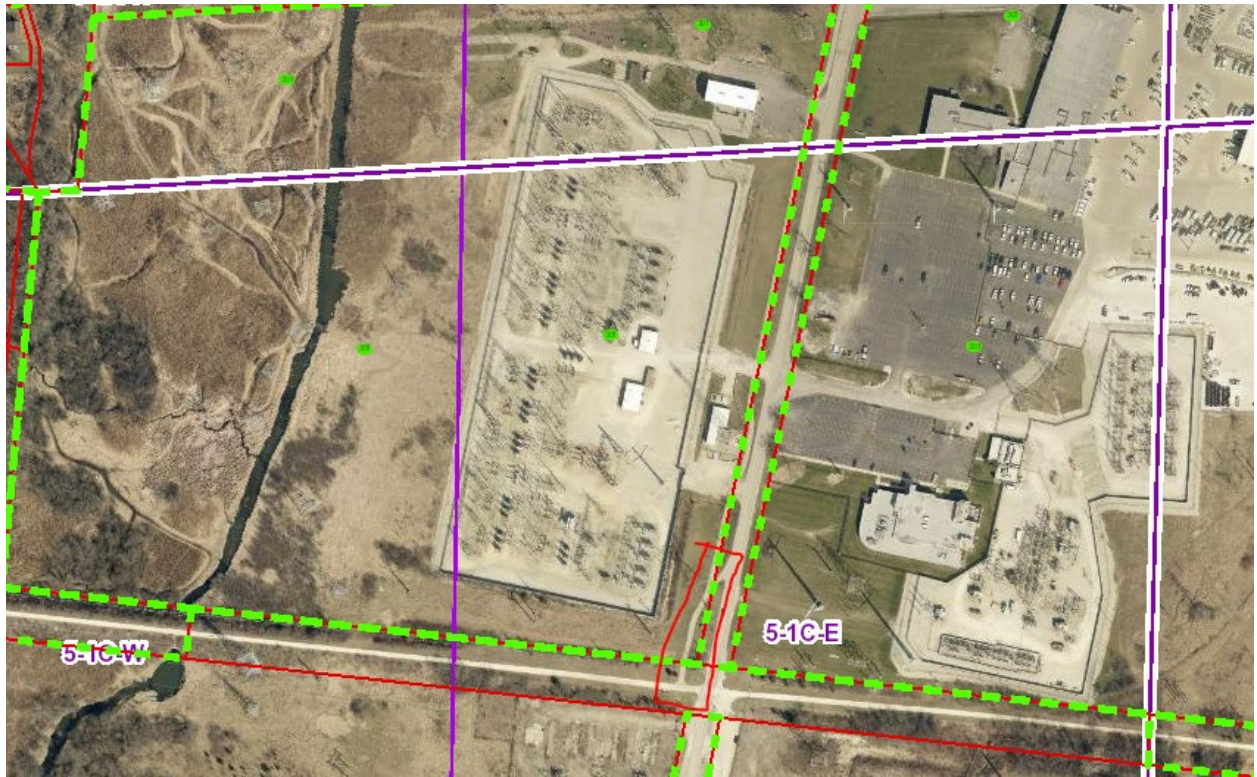
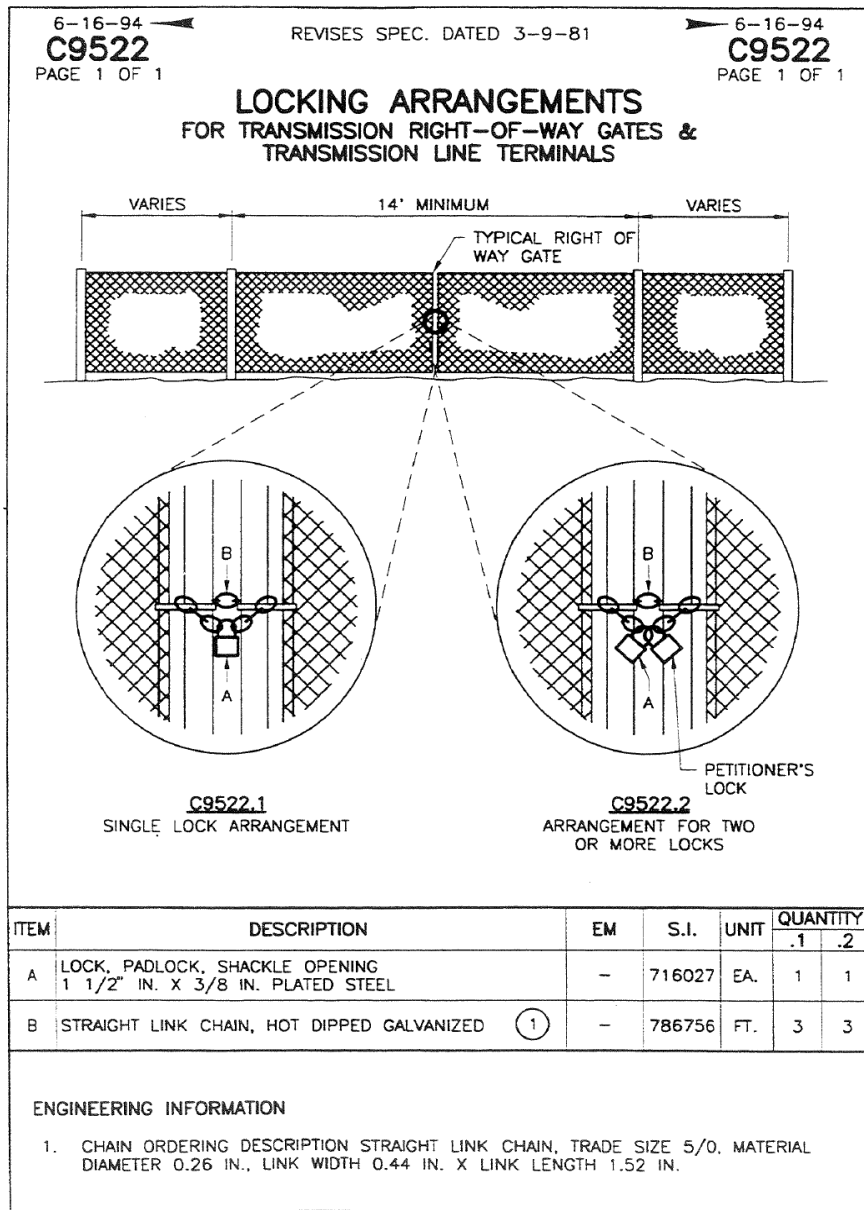


EXHIBIT B

[Base Rent Schedule][Reserved]

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EXHIBIT C-1 and C-2 **Fencing and Barrier Requirements**



TRANSMISSION RELIABILITY AND STANDARDS

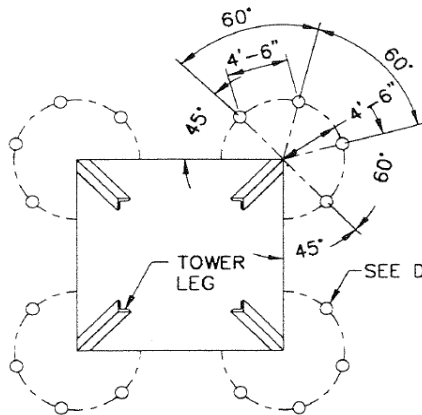
COMMONWEALTH EDISON COMPANY
SYSTEM STANDARD

X T L S C O E
 REVISION

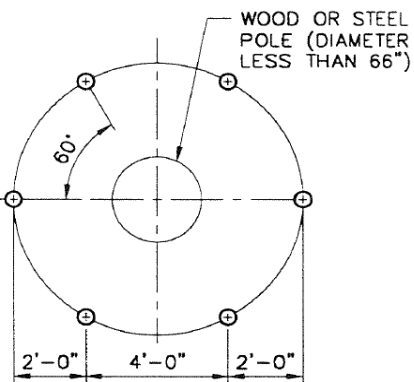
ACAD

PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

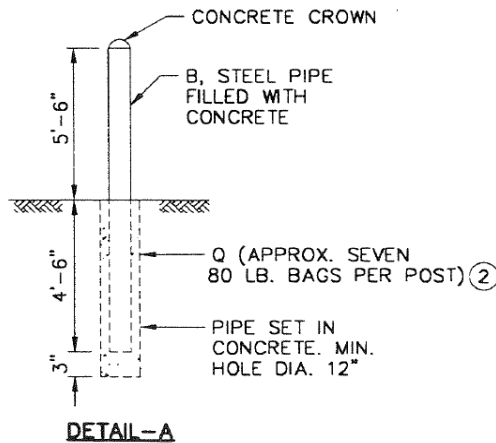
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES ADJACENT TO PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES) C9520.1_



PLAN
TYPICAL TOWER LEG PROTECTION
C9520.11

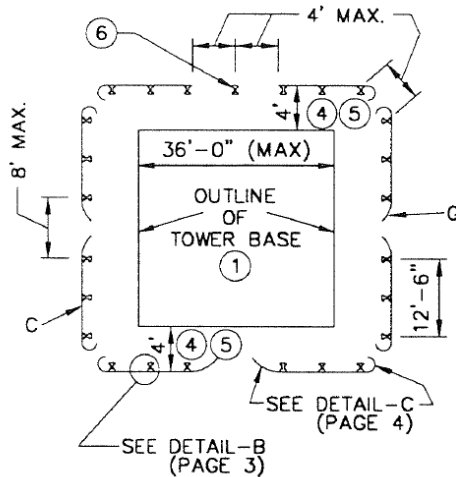


PLAN
TYPICAL WOOD OR STEEL POLE PROTECTION
C9520.12

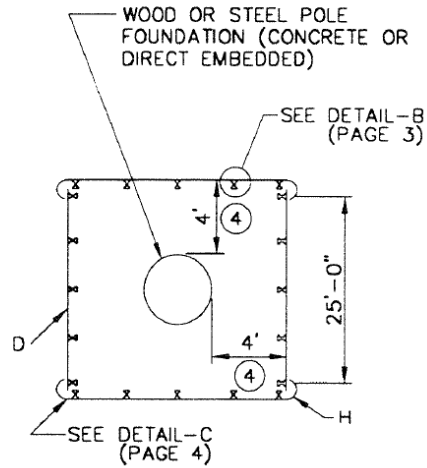


DETAIL-A

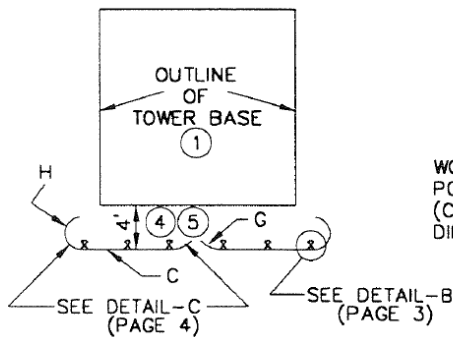
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 NEAR ROADWAYS (USING HIGHWAY GUARDRAIL)
 C9520.2_



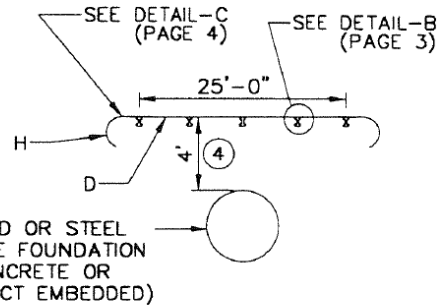
PLAN
 TYPICAL TOWER PROTECTION
 ON ALL SIDES
 C9520.21



PLAN
 TYPICAL POLE PROTECTION
 ON ALL SIDES
 C9520.22

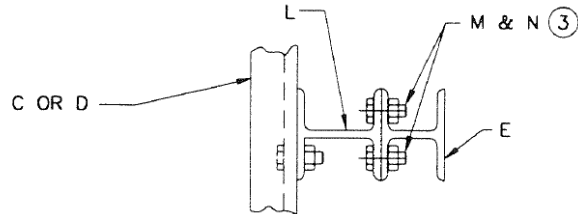


PLAN
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 ON ONE SIDE
 C9520.23

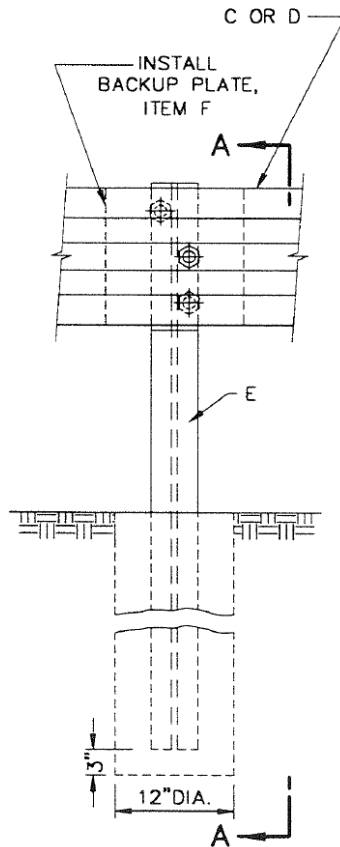


PLAN
 TYPICAL POLE PROTECTION
 ON ONE SIDE
 C9520.24

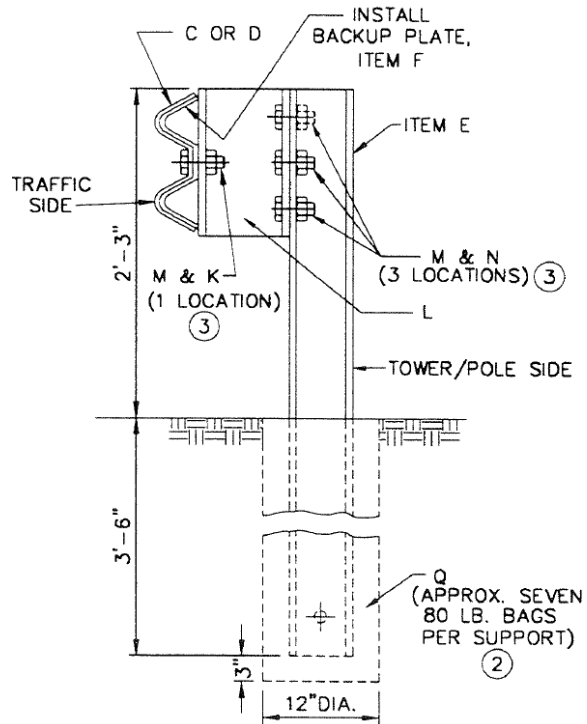
GUARDRAIL SUPPORT DETAILS, C9520.2_



DETAIL-B. PLAN

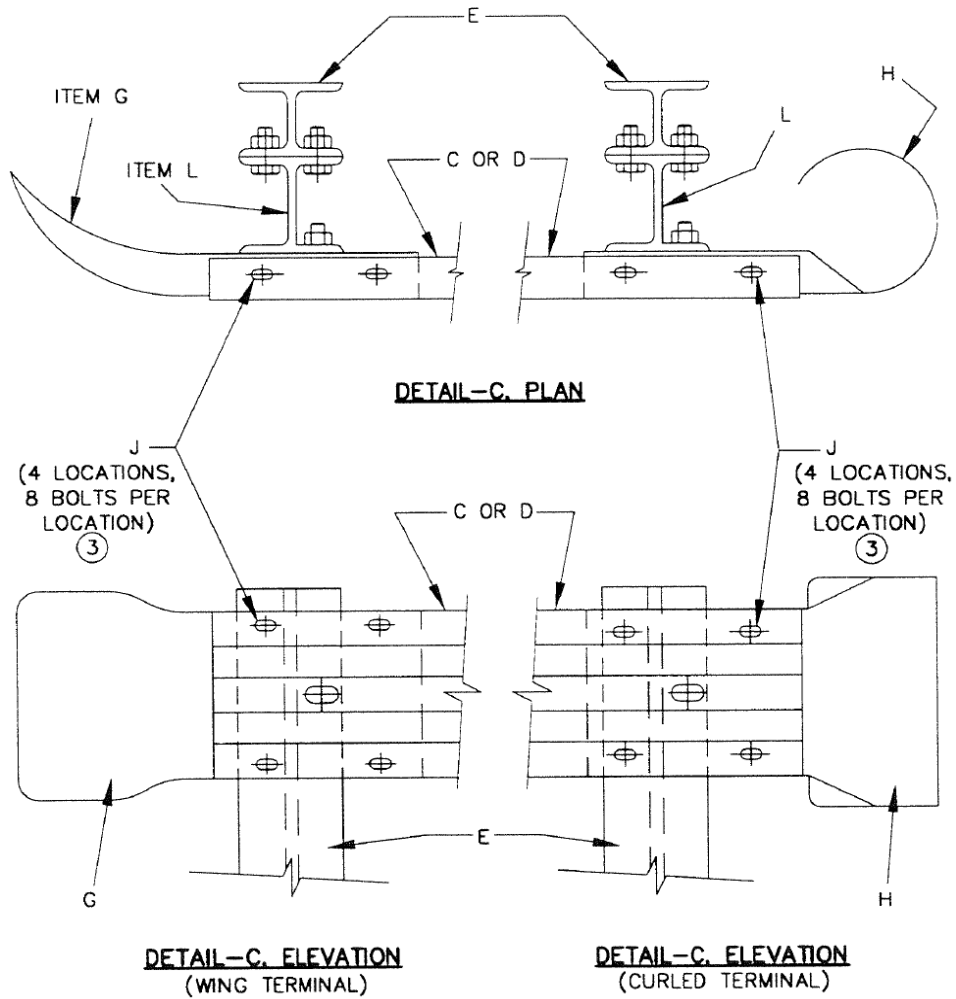


DETAIL-B. ELEVATION

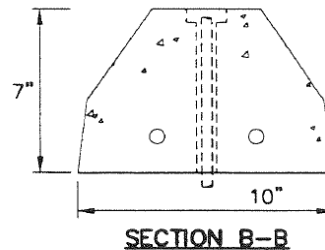
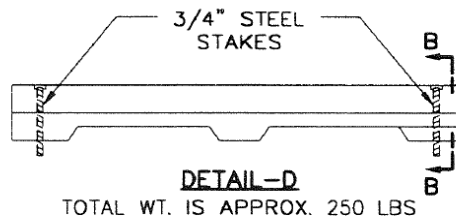
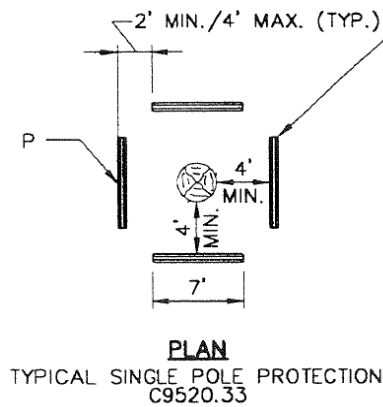
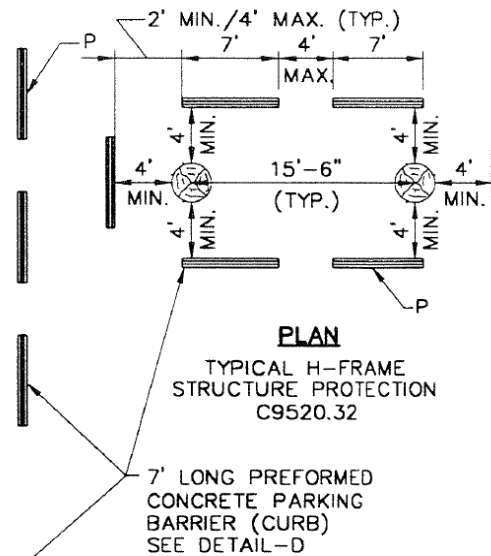
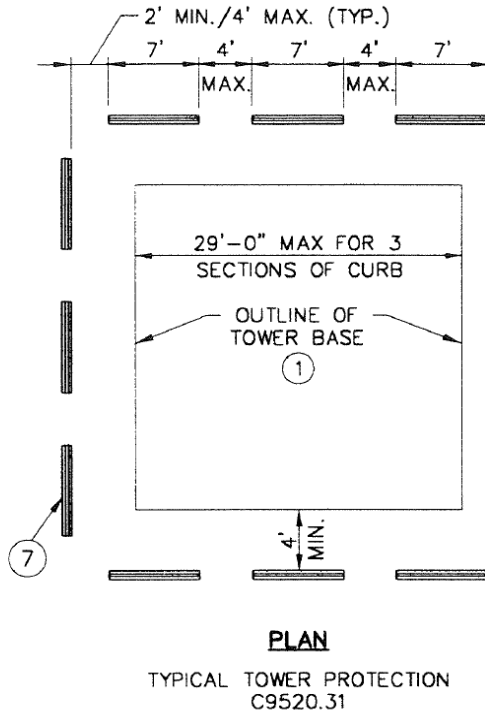


SECTION A-A

GUARDRAIL END SUPPORT/TERMINAL SECTION DETAILS, C9520.2_



PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 ADJACENT TO PARKING AREAS (USING PARKING CURBS)
 C9520.3_



APPLICATION

- THIS STANDARD SHALL BE USED FOR INSTALLATION OF VEHICLE BARRIERS AROUND TRANSMISSION STRUCTURES AND ILLUSTRATES THE DIFFERENT TYPES OF VEHICLE BARRIERS WHICH MAY BE USED FOR TRANSMISSION STRUCTURE PROTECTION.

INFORMATION

- ① ACTUAL STRUCTURE TYPE, SHAPE & BASE DIMENSIONS MAY VARY. DETAILS WILL BE FURNISHED ON THE PROJECT DRAWINGS WHERE DIFFERENT THAN SHOWN.
- ② ITEM "Q", (S.I.#701129) CAN BE REPLACED WITH 4000 PSI READY-MIX CONCRETE PER EM48003. ONE CONCRETE TRUCK WITH 7 CUBIC YARD CAPACITY IS APPROXIMATELY EQUIVALENT TO 220 BAGS OF S.I.#701129 AFTER ADDING WATER AND MIXING.
- ③ NUTS ON GUARDRAIL BARRIER SHALL BE TIGHTENED WITH A TORQUE WRENCH TO A TORQUE VALUE OF 75 FOOT-POUNDS.
- ④ SPACING OF BARRIERS FROM STRUCTURE OUTLINE AS SHOWN IS MINIMUM AND MAY BE INCREASED WHERE NECESSARY.
- ⑤ THE TOWER PROTECTIVE BARRIER SPACING SHALL BE BASED ON ACTUAL TOWER BASE DIMENSIONS. DETAILS SHOWN ARE APPLICABLE TO A TOWER WITH A MAXIMUM BASE DIMENSION OF 36'-0". ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 36'-0".
- ⑥ WHERE THIS DIMENSION CAN BE KEPT AT 4 FEET OR LESS, WITH CORNER OPENING NO MORE THAN 4 FEET. THE INTERMEDIATE POST SHOWN HERE CAN BE ELIMINATED.
- ⑦ NUMBER OF UNITS DEPENDENT ON SIZE OF TOWER BUT SPACES BETWEEN UNITS SHALL NOT EXCEED THE 4 FEET SHOWN, NOR SHALL THE MINIMUM DISTANCE FROM TOWER BE CHANGED. ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 25'-0".
- ⑧ THE LOCATIONS OF THE PROTECTIVE BARRIERS WILL BE STAKED BY THE OWNER UNLESS OTHERWISE INDICATED ON THE PROJECT DRAWINGS.
- ⑨ CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA. ANY DAMAGE TO PROPERTY SHALL BE IMMEDIATELY REPAIRED. ALL ADJACENT PROPERTY SHALL BE RESTORED TO ITS ORIGINAL CONDITION IMMEDIATELY AFTER THE INSTALLATION OF THE VEHICLE BARRIERS.

ITEM	DESCRIPTION	EM	SI	UNIT	QUANTITY									
					.11	.12	.21	.22	.23	.24	.31	.32	.33	
A														
B	CONDUIT, RIGID, STEEL, 5 IN. IPS, GALV., 10FT. LONG.		376232	EA	16	6								
C	GUARD RAIL, BEAM TYPE, 13'-6 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 1	386003	EA			8		2					
D	GUARD RAIL, BEAM TYPE, 26'-1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 2	386004	EA				4		1				
E	I BEAM POST SUPPORT, 4" X 6" X 5'-9" LONG, 9 LBS./FT., A36 CARBON STEEL, HOT DIPPED GALVANIZED W6 X 9.	10220 ITEM 3	386005	EA				25	20	6	5			
F	BACKUP PLATE 12 1/4" X 12 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED.	10220 ITEM 4	386006	EA				8	12	2	3			
G	WING, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 5	386007	EA				8		2				
H	CURLED, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 6	386008	EA				8	4	2	2			
J	BOLT, CARRIAGE 5/8" DIA. x 1 1/4" LONG, A307 BOLT WITH NUT WASHER, HOT DIPPED GALVANIZED	10220 ITEM 7	386009	EA				128	32	32	16			
K	WASHER 3" X 1 3/4" X 3/16" THICK (8 GAGE WASHER) A36 STEEL HOT DIPPED GALV.	10220 ITEM 8	386011	EA				24	20	6	5			
L	I BEAM BOLTS W 8 X 10 X 1'-1" LONG, A36 CARBON STEEL, HOT DIPPED GALV., 10# PER FT.	10220 ITEM 9	386010	EA				24	20	6	5			
M	MACHINE BOLTS 5/8" DIA. X 2" LONG A307 BOLT HOT DIPPED GALVANIZED WITH NUT A563	10257	621602	EA				96	80	24	20			
N	5/8" DIA. FLAT WASHER (HOT DIPPED GALVANIZED)	10220 ITEM 11	532666	EA				168	140	42	35			
P	CURB, PARKING, 7 FT. LONG X 7 IN. HIGH X 10 IN. WIDE, W/TWO 3/4" X 18" STEEL STAKES		247982	EA								12	6 4	
Q	MIXTURE, CONCRETE 80 LB. (2)		701129	BC	112	42	175	140	42	35				

Continued STANDARD SPECIFICATION

REVISION
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ACAD

EXHIBIT D

Insurance Requirements

(current 2/13/2018)

A. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain, or at the option of Tenant to itself purchase and maintain, at the cost of Tenant or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, –and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors) Landlord shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

There shall be furnished to Landlord, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed.

Insurance coverage provided by Tenant's contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Landlord; any endorsement limiting coverage available to Landlord which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Landlord for Landlord's own negligence, (ii) limits the duty to defend Landlord under the policy, (iii) provides coverage to Landlord only if Tenant or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Landlord
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Tenant's, or its Contractors' insurance carrier might exercise against Landlord; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Landlord hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Tenant and/or its contractors.

WAIVER OF SUBROGATION

Tenant and its contractors shall waive all rights of subrogation against Landlord under those policies procured in accordance with this Lease.

EXHIBIT E

Additional Requirements

Tenant shall adhere to the following requirements:

1. Tenant shall maintain the Leased Premises and Additional Area to be Maintained (which includes the open grass way area) of the Landlord right of way property.
2. The metallic goal structures are not to be permanent fixtures and must be removed after each use. It is suggested the metallic structures be grounded to guard against induced voltages.
3. No part of the field or goal structures shall be located within ten (10) feet of any Landlord equipment or facilities.
4. Care must be used when mowing the fields such that no Landlord structures are touched.
5. If lighting and landscaping is required, plans and details must be provided to ComEd for review to ensure safety clearances are not violated.
6. Tenant's facilities on Landlord's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand Landlord's construction traffic.
7. Tenant must not excavate and /or store material or construction equipment within 10 feet of the existing metallic and/or wood structures installed on Landlord property. Tenant shall contact the Overhead Transmission Engineering department with any questions concerning this request.
8. Tenant must use care when working on Landlord property to avoid damage to existing facilities and equipment. The owners of the various pipelines and /or owners of underground facilities shall be contacted by the Tenant to provide any restrictions such as grade cover and/ or specific protection and/or restrictions during any penetration and/or disturbing of the Landlord property and surface.
9. There are existing buried hand holes for the LLR fiber in the area. If these hand holes were paved over during the installation of the bike path it poses a maintenance concern. Slack coils exist in the hand holes for emergency restoration purposes. The cable route should be located to verify the newly installed bike path is not over the cable or hand holes. If it is over the hand holes access to those hand holes needs to be addressed by either rerouting the path or other means. This applies to plan se 05-655 and 06-689.
10. Staging and stockpiling of material during construction must not exceed ten (10) feet in elevation above grade. Construction equipment shall not be placed on the upper-most sections of the stockpiles.
11. Tenant must remove all scrub brush, limbs and/or tree trunks from the Leased Premises. Burning of vegetation, scrub brush, limbs and/or tree trunks is not permitted.
12. Tenant must not plant trees within fifteen (15) feet of existing overhead transmission facilities, distribution structures or other Landlord's Facilities.
13. Tenant shall only plant vegetation and /or trees that will not exceed ten (10) feet in elevation at maturity.
14. Landlord reserves the right to trim vegetation and /or trees and remove any vegetation or trees to (i) assure National Electrical Safety Code (NESC) electrical clearances are met (ii) perform maintenance and/or repairs to Landlord's Facilities.
15. The path shall not meander, but it may curve around existing structures and shall maintain fifteen (15) foot spacing from all existing transmission structures.
16. At all path access points, Tenant must post highly visible signs indicating that motorized vehicular use of the path by the public is prohibited except for required County maintenance including third party maintenance or emergency service activities as may be required. Further, Tenant shall take responsibility to ensure that motorized vehicular use does not occur.
17. The path surface for Tenant's project cannot use aggregate concrete or curbs. A crushed limestone or asphalt surface is acceptable.
18. Tenant's proposed grade change cannot exceed eight (8) inches within the Landlord's property and must ensure that the existing drainage and storm water will not pool on the Leased Premises or adjacent properties.

19. Any damage to Landlord's property caused by Tenant shall be repaired at Tenant's expense.
20. Tenant shall not place obstructions on the Leased Premises that may restrict Landlord's ability to access, operate and maintain existing and future transmission and distribution facilities. Tenant shall not leave trenches open overnight.
21. Due to the presence of Landlord's electrical wires located on the Leased Premises, no vehicles, equipment or anything else having a height more than fourteen (14) feet from grade level including, but not limited to any equipment attached to vehicles or equipment such as antennas, shall be placed, driven, moved or transported thereon. Tenant shall not permit any activity which could result in a wire to ground electrical contact or damage to Landlord's Facilities. Such activities include, but are not limited to flying kites, model airplanes, driving minibikes, go carts and snowmobiles.
22. Tenant shall not leave construction equipment and materials on Leased Premises when there is no work activity actually in progress, including overnight.
23. When working in the vicinity of Landlord's electric distribution/transmission lines during installation, operation, maintenance or otherwise, Tenant shall comply with OSHA requirements of a minimum twenty (20) feet working clearance distance to be maintained between the booms, arms or other parts that can be raised on the equipment of Tenant or Tenant's contractor and Landlord's existing 138,000 and 345,000 volt electric transmission conductors. Under no circumstances shall truck beds be raised underneath Landlord's distribution and /or transmissions lines. This paragraph shall be added to any construction drawings.
24. Tenant acknowledges that the Landlord does use heavy equipment and that Landlord will not be responsible for any damage to the Tenant's facilities that may occur due to the Landlord's right to access Landlord's property to operate and maintain new and existing transmission and distribution facilities.
25. Upon completion of Tenant's project, Tenant must remove any equipment, construction debris and material from Landlord's property and restore any other disturbed areas of the Landlord's property to their pre-construction condition.
26. All applicable environmental permits must be obtained by Tenant at Tenant's sole cost, including, if required, Wetlands and National Pollutant Discharge Elimination System (NPDES) stormwater permits as required under the Clean Water Act as well as any other applicable environmental permits.
27. Tenant shall comply with requirements of all permits, which may include site monitoring, reporting and restoration extending well beyond the construction time period.
28. Tenant shall comply with all applicable regulations including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
29. If the project requires excavation of soil on the Leased Premises, such work shall be performed at Tenant's cost with a contractor selected by Landlord.
30. If the project requires additional soil, only clean fill shall be used.
31. No hazardous materials may be stored on Landlord's property including in any vehicle.
32. Pervious materials shall be used in the construction of any paths on the Leased Premises.
33. A high level summary of the project plans shall be provided by Tenant to Landlord for Landlord's review and approval prior to any construction, including the following:
 - A letter that summarizes the results of Tenant's analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, threatened and endangered species impacts, etc.)
 - A copy of any required environmental permits
 - A copy of any environmental reports required by the permits
34. Tenant shall, at its expense, pay for all costs associated with any of the above items (consulting, permitting, cleanup, audit, etc.).

Lease Requirements

1. The continued use of the subject property is permitted only for the purposes of a recreational bike path and trail for pedestrians, bicyclists, and equestrians, as indicated in the lease agreement.
2. Motorized vehicles are not permitted on the leased property, except in the event of the discharge of regular maintenance duties or emergency services.
3. No construction debris, soil, fill material, or spoils may be stored on ComEd property.
4. No hazardous materials, including petroleum products, may be stored, used, or transferred on ComEd property. No fueling of lawn mowers or similar maintenance equipment is allowed on ComEd property.
5. Lessee will be held responsible for the clean-up of any spills (oil, antifreeze, fuel, etc.) as this could be a potential source of contamination and future liability for ComEd.
6. In the event of a leak/spill on ComEd property, Lessee must notify ComEd within 24 hours and provide a written report within 5 business days.
7. Lessee is responsible for the maintenance of any onsite stormwater management system at the subject property and will be held responsible for any adverse drainage issues that arise for the duration of the lease. Inlet filters must be placed on all storm sewer manholes on ComEd property and must be properly maintained.
8. Lessee is not permitted to develop the unpaved areas or change the grading of the property without prior authorization from ESD. This includes activities of adding gravel or other fill-in activities to the surface of ComEd property.
9. Any damage to ComEd property caused by the Lessee will be repaired at the Lessee's expense.
10. At lease-end, the site must be returned to its original condition, including seeding, as necessary. However, ComEd has the discretion to allow the property to remain in its improved condition.
11. Lessee must follow all applicable environmental laws and regulations and obtain all required environmental permits.
12. Lessee must follow all federal, state, and local wetlands requirements, including United States Army Corps of Engineers and DuPage County regulations and guidelines.
13. Good housekeeping must be maintained at all times on the leased ComEd property.
14. Lessee must assume responsibility for all maintenance of the leased ComEd property. This includes keeping the entire property free of garbage, debris, and any third-party dumping. If third-party dumping occurs on or around the leased premises, Lessee must notify ComEd immediately or be held responsible for cleanup of any illegally dumped materials.



Meeting Handout

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1838

Agenda Date: 8/5/2025

Agenda #: 12.A.



**DUPAGE
COUNTY**

General
630-407-6900

Maintenance
630-407-6920

Permitting
630-407-6900

Trails/Paths
630-407-6900

DIVISION OF TRANSPORTATION

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MEMORANDUM

To: DuPage County Transportation Committee

cc: Stephen Travia, Director, DuDOT

From: John Loper, Chief Transportation Planner

Re: Hinsdale Lake Terrace Rideshare Access Pilot

Date: July 29, 2025

Signature on file

The Hinsdale Lake Terrace Rideshare Access Pilot (HLT-RAP) was created to help the community south of 91st Street and west of IL 83 in unincorporated DuPage County overcome both economic and transportation barriers to success. It was staff's belief that the Pilot would help prove need and demand in the community where other attempts have failed. Through five months, the HLT-RAP has far exceeded our estimates of ridership and, therefore, costs. The program has been very valuable to the neighborhood, and it is common to see every member of a family enrolled and using the program. DuDOT staff continue to see 5-10 new enrollees per week and expect to reach 300 by end of summer. It is the intent of DuDOT to continue the service as we evaluate other, more economical and meaningful ways to serve the community and all of their varying needs.

As you recall, DuDOT signed an agreement with Pace and Uber in November 2024 that went into effect January 1, 2025. The parameters of the service per the agreement were that the County would subsidize the rides up to \$30 per ride, four times daily, within a prescribed geographic area (an area that is roughly 5 miles in radius). As of the date of this memo, we are seeing about 2500 rides per month at an average of a little more than \$15 per ride. Invoices are coming in at about \$37,000 to \$40,000 per month but we have yet to see summer invoices. Through the first four months of service the County has been invoiced over \$107,000 with an annual budget of \$100,000. The County estimates that over the remaining 8 months, with continuing growth in the program, the invoices could reach as much as \$500,000 for the year.

DuDOT staff appreciates that this is not a sustainable number over a number of years without a dedicated fund source and that the DOT's Local Gas Tax options are not viable sources. As a consequence, DuDOT has evaluated a number of simple solutions, and we are bringing these to the Committee for your feedback.

The basic solutions include the following options:

- Reducing the per ride subsidy
- Introducing a service charge
- Reducing the number of rides per month
- A combination of the above

Proposed Changes

DuDOT staff has evaluated the effect of all of the above options. Here is a summary of the options and their effects on the neighborhood.

Option	Option Detail	Effectuated Riders	Budget Effect
Reducing Ride Subsidy	Reduce Subsidy from \$30 per ride to \$20	~20%	5-10% reduction in annual cost
Introducing Service Charge	Introduce a nominal per ride charge of \$2	100%	12-15% reduction in annual cost
Reduced number of rides per month	Reduce number of rides per month to max of 60 (2 per day)	~12-15%	10% reduction in annual cost
Combination of reduced subsidy and rides	\$2 service fee, \$20 maximum subsidy per ride and max of 60 rides per month	100%	25-30% reduction in annual cost

To offset the proposed changes in cost to the residents, we are proposing an amendment to the current agreement that will benefit the neighborhood as well. The principal change involves eliminating the geographic boundaries that the Pilot imposed. One of the common complaints that we have received is that the boundaries in the Pilot prohibit people from taking “complete” rides from the neighborhood to medical appointments at Hinsdale Hospital or Loyola Medical or Hines VA Hospital in Cook County, work in Bolingbrook, classes at College of DuPage or many other reasons. This change is likely to increase the trip length and the average cost. The resident taking the ride would pay the excess fee over the maximum subsidy.

Considering the anticipated financial impacts of the possible alternatives, staff is recommending a combination of all of the possible alternatives as follows.

- A service fee of \$2.00 per ride for all users comparable to the current discounted base fare of a Pace bus ride, a savings of 12 - 15%,
- A new cap on the maximum subsidy of \$20.00 per ride, a savings of 5 to 10%,
- Reducing the maximum number of trips per month to 60, a savings of 5 to 10%,
- And, eliminating the existing trip distance restriction of 5 miles

The approximate total savings of this combination of alternatives is anticipated at 25% or \$125,000 annually for a total program cost of \$375,000 versus the anticipated \$500,000 under the existing program agreement.

Putting any of these changes into effect will require an amendment to the agreement with Pace and Uber. This will require a month or more to process and in the interest of time and conservation of resources, staff respectfully requests your consideration.

In the meantime, staff will continue to investigate appropriate funding sources through the state and federal grant portals as well as to work with Pace to prioritize changes to existing fixed route services that may bring other options to the community.