



DU PAGE COUNTY

Transportation Committee

Final Summary

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

Tuesday, November 4, 2025

10:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT	Covert, Evans, Ozog, Tornatore, and Zay
ABSENT	Garcia

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-2665](#)

DuPage County Transportation Committee Meeting-Tuesday October 21, 2025.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

6. BUDGET TRANSFERS

6.A. [25-2644](#)

Budget Transfer of \$8,500 from 1500-3520-53828 Contingencies to 1500-3520-51010 Employer share IMRF-\$4,500 and 1500-3520-51030 Employer share Social Security-\$4,000. Additional funds are required due to increased employer obligations resulting from newly implemented union salary rates.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

6.B. [25-2651](#)

Budget Transfer of \$61,000 from 1500-3510-53828 Contingencies to 1500-3510-51040 Employee Medical & Hospital Insurance. Funds needed to accommodate the unforeseen medical expenses.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

7. RESOLUTIONS

7.A. [DT-R-0035-25](#)

Agreement between the County of DuPage, Illinois and Oxcart Permit Systems, LLC. Overweight/Over Dimension Permitting Services as needed for the Division of Transportation, for the period of December 1, 2025 through November 30, 2029. (No County cost).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

8. AMENDING RESOLUTIONS

8.A. [25-2680](#)

DT-R-0079B-23 - Amendment to DT-R-0079A-23 - Rescind prior approved Local Public Agency Agreement due to change in project cost participation and approve updated Local Public Agency Agreement between the County of DuPage and the Illinois Department of Transportation for CH9/Lemont Road and CH31/87th Street, Section 16-00232-00-CH; (Estimated County Cost \$4,591,614).

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

9. INTERGOVERNMENTAL AGREEMENTS

9.A. [DT-R-0034-25](#)

Intergovernmental Agreement between the County of DuPage and the Illinois State Toll Highway Authority, for certain portions of bridge improvements of the Ronald Reagan Memorial Toll Way ("I-88") and its crossroad bridges with a total estimated County cost of \$1,857,217.06.

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

10. INFORMATIONAL

10.A. [TE-P-0018-25](#)

Recommendation for the approval of a contract purchase order to Verizon Wireless, for wireless tablet and machine-to-machine services, for the Sheriff's Office, Division of Transportation, Stormwater, and Public Works, for the period of November 16, 2025 through September 30, 2026, for a total contract amount not to exceed \$33,510; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

11. PRESENTATIONS

Transit updates from PACE and RTA.

Transit representatives Christine Rose, PACE liason, Kendra Johnson, Governmental Affairs for RTA, Julio Leal, Mobility Outreach Coordinator for RTA and Demetrios Skoufis, Sr. Legislative & Community Affairs liason for Metra all thanked the County for its work in bringing the Transit legislation to a successful resolution. Ms. Rose discussed the impact of the legislation on Pace's budget and ability to transform its network and deliver new and better services. Ms. Johnson from RTA echoed those thoughts and mentioned that RTA and the service boards will continue to talk about budgets and the transition to a new regional agency. Mr. Leal provided updates on RTA mobility programs. And, Mr. Skoufis talked about ongoing projects in Hinsdale, Westmont, Glen Ellyn and Elmhurst.

Member Deacon-Garcia entered the meeting at 10:17AM.

12. OLD BUSINESS

No old business was discussed.

13. NEW BUSINESS

No new business was discussed.

14. ADJOURNMENT

With no further business, the meeting was adjourned at 10:19 AM.



Minutes

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

File #: 25-2665

Agenda Date: 11/4/2025

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, October 21, 2025

10:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT	Evans, Garcia, Ozog, Tornatore, and Zay
ABSENT	Covert

3. CHAIR'S REMARKS - CHAIR OZOG

Chair Ozog welcomed the AP Government class from Hinsdale High School who were observing the Transportation Committee meeting.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-2523](#)

DuPage County Transportation Committee Meeting-Tuesday October 7, 2025.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia
ABSENT:	Covert

6. PROCUREMENT REQUISITIONS

MOTION TO COMBINE ITEMS

Chair Ozog moved and Member Garcia seconded a motion to combine items 6.A. through 6.D. The motion was approved on voice vote, all "ayes", motion carried.

6.A. [25-2500](#)

Recommendation for the approval of an agreement to Leech Tishman Fuscaldo & Lampl, LLC, to provide Professional Legal Services to negotiate Highway Authority Benefit Agreement Applications, as needed for the Division of Transportation, for the period December 1, 2025 through November 30, 2027, for an agreement total not to exceed \$30,000. Appointed as a Special Assistant State's Attorney by the DuPage County State's

Attorney pursuant to DuPage County Procurement Ordinance 2-356. (County to be reimbursed 100% of incurred fees.)

RESULT: APPROVED

6.B. [25-2499](#)

Recommendation for the approval of an agreement to Leech Tishman Fuscaldo & Lampl, LLC, to provide Professional Legal Services to assist with environmental issues, as needed for the Division of Transportation, for the period December 1, 2025 through November 30, 2027, for an agreement total not to exceed \$30,000. Appointed as a Special Assistant State’s Attorney by the DuPage County State’s Attorney pursuant to DuPage County Procurement Ordinance 2-356.

RESULT: APPROVED

6.C. [DT-P-0049-25](#)

Recommendation for the approval of a contract issued to Mathewson Right-of-Way Company, for Professional Right-of-Way Negotiation Services, as needed for the Division of Transportation, for a contract not to exceed \$200,000. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

RESULT: APPROVED AND SENT TO FINANCE

6.D. [DT-P-0050-25](#)

Recommendation for the approval of a contract to Ciorba Group, Inc., for Professional Phase I Preliminary Engineering Services for improvements along CH 4/Bloomington Road Bridge Improvements over Chicago Central & Pacific Railroad, Section 22-00184-12-BR, for a contract total not to exceed \$308,511. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

RESULT: APPROVED AND SENT TO FINANCE

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Mary Ozog
SECONDER: Paula Garcia

7. CHANGE ORDERS

MOTION TO COMBINE ITEMS

Chair Ozog moved and Member Zay seconded a motion to combine items 7.A. through 7.H. The motion was approved on voice vote, all "ayes", motion carried.

- 7.A. [25-2492](#)
BLA, Inc. PO # 5752-1-SERV, Extend contract to October 31, 2026. No change in contract encumbrance.

RESULT: APPROVED

- 7.B. [25-2493](#)
HR Green, Inc. PO # 5638-1-SERV, Extend contract to October 31, 2026. No change in contract encumbrance.

RESULT: APPROVED

- 7.C. [25-2494](#)
HW Lochner, Inc. PO # 3595-1-SERV, Extend contract to October 31, 2026. No change in contract encumbrance.

RESULT: APPROVED

- 7.D. [25-2495](#)
HW Lochner, Inc. PO #5277-1-SERV, Extend contract to October 31, 2026. No change in contract encumbrance.

RESULT: APPROVED

- 7.E. [25-2496](#)
Knight E/A, Inc. PO # 5805-1-SERV, Extend contract to May 31, 2027. No change in contract encumbrance.

RESULT: APPROVED

- 7.F. [25-2497](#)
Rush Truck Centers of Illinois, Inc. PO # 5896-1-SERV, Extend contract to November 30, 2026. No change in contract encumbrance.

RESULT: APPROVED

- 7.G. [25-2498](#)
STV, Incorporated, PO # 5751-1-SERV, Extend contract to October 31, 2026. No change in contract encumbrance.

RESULT: APPROVED

- 7.H. [25-2489](#)
DT-P-0003B-24 - Amendment to DT-P-0003A-24, which increased the contract amount issued to Alfred Benesch by \$138,568; due to a scrivener's error the increase should have read \$138,658, making the new contract amount \$1,001,997, an increase of 16.06%.

RESULT: APPROVED AND SENT TO FINANCE

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

8. INTERGOVERNMENTAL AGREEMENTS

8.A. [DT-R-0033-25](#)

Intergovernmental Agreement Between the County of DuPage and Downers Grove Township Road District, for the Downers Grove Township 2025 Road Maintenance Program, Section 25-03128-01-RS (No County cost).

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

9. OLD BUSINESS

Director Travia discussed the East Branch Bike Trail Status updates with Member Garcia and Mike Figuray discussed snow plow updates with Member Zay. Member Zay also showed appreciation for Winfield Road updates.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

With no further business, the meeting was adjourned at 10:16 AM.



Budget Transfer

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

File #: 25-2644

Agenda Date: 11/4/2025

Agenda #: 6.A.

36
100

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 1, 2025

From: 1500
Company #

DOT FLEET SERVICE
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	
3520	53828		CONTINGENCIES	\$ 8,500.00	816,300.00	807,800.00	10/22/25
Total				\$ 8,500.00			

To: 1500
Company #

DOT FLEET SERVICE
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	
3520	51010		EMPLOYER SHARE I.M.R.F.	\$ 4,500.00	10,603.91	15,103.91	10/22/25
3520	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 4,000.00	9,802.11	13,802.11	10/22/25
Total				\$ 8,500.00			

Reason for Request:

Additional funds are required due to increased employer obligations resulting from newly implemented union salary rates. These adjustments have directly impacted the employer's share of both the I.M.R.F. contributions and Social Security taxes. A budget transfer is necessary to accommodate these changes.

Signature on file

Signature on file

10/20/25
Date
10/24/25
Date

Activity _____
(optional)

Chief Financial Officer

****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 - 11/4/25
FIN/CB - 11/12/25

8



Budget Transfer

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

File #: 25-2651

Agenda Date: 11/4/2025

Agenda #: 6.B.

218
kba

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	\$ 61,000.00	915,500.00	854,500.00	10/27/25
Total				\$ 61,000.00			

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	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 61,000.00	38,553.49	99,553.49	10/27/25
Total				\$ 61,000.00			

Reason for Request:

Due to the unpredictable nature of employee medical and hospital insurance costs, it was impossible to accurately forecast this year's budget requirements. A budget transfer is requested to accommodate these unforeseen expenses.

Signature on file

De. _____

Signature on file

Chief Financial Officer

10/20/25
Date
10/24/25
Date

Activity _____

(optional)

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

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

DOT - 11/4/25
FIN/CRB - 11/12/25

8



Transportation Resolution

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

File #: DT-R-0035-25

Agenda Date: 11/4/2025

Agenda #: 7.H.3.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND OXCART PERMIT SYSTEMS, LLC
OVERWEIGHT / OVER DIMENSION PERMITTING SERVICES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(NO COUNTY COST)

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

WHEREAS, the COUNTY requires Overweight/Over Dimension Permitting Services; and

WHEREAS, Oxcart Permit Systems, LLC. (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such Overweight / Over Dimension Permitting Services, and is willing to perform the required services at a no-cost, pass through service to the COUNTY; and

WHEREAS, the COUNTY has contracted with CONSULTANT and wishes to continue at no cost to the COUNTY; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Oxcart Permit Systems, LLC. be hereby accepted and approved at no cost to the COUNTY, for the period of December 1, 2025 through November 30, 2029, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the Director of Transportation is hereby authorized to approve an increase in the CONSULTANT's fees, up to \$1.00 annually, during the term of this agreement; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Oxcart Permit Systems, LLC., 440 West Colfax, Suite 2384, Palatine, Illinois 60078, by and through the Division of Transportation.

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

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND
OXCART PERMIT SYSTEMS, LLC
FOR OVERWEIGHT/OVER DIMENSION PERMITTING SERVICES

This agreement (hereinafter referred to as the "AGREEMENT"), made this _____ day of _____, 2025 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and Oxcart Permits Systems, LLC, an Illinois limited liability corporation, licensed to do business in the State of Illinois, with offices at 440 W. Colfax, Suite 2384, Palatine, Illinois (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires overweight / over dimension permitting services (hereinafter referred to as "SERVICES"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such permitting services and is willing to perform the required services at no cost, as a pass-through service to the COUNTY.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

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

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

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work and Fee Schedule, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following any meetings between the COUNTY or other group and the CONSULTANT concerning the SERVICES.

2.3 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Any work, assignments or services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.1, 7.1, 8.2, 8.3, 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical tasks or work under the terms of this AGREEMENT.

4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 24.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the SERVICES.

5.0 TIME FOR PERFORMANCE

5.1 Upon execution of the AGREEMENT, the COUNTY will issue its written Notice to Proceed for December 1, 2025 at the expiration of the current AGREEMENT on November 30, 2025 so the operation of the system will continue without interruption.

5.2 All of the services required hereunder shall be completed within a four-year term by November 30, 2029.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

6.1. The CONSULTANT shall provide the COUNTY the deliverables specified in Exhibit A upon execution of this AGREEMENT and shall maintain it throughout the duration of the AGREEMENT as specified in Section 15.0. This will include any updates or revisions to the software system that are developed by the CONSULTANT, upon approval and acceptance by the COUNTY.

7.0 COMPENSATION

7.1. Total payments to the CONSULTANT under the terms of this AGREEMENT are enumerated in Exhibit A. No compensation shall be paid directly from the COUNTY to the CONSULTANT.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars(\$1,000,000.00) excess liability.

An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.1.f. **Cyber Liability Insurance** with minimum limits of two million dollars (\$2,000,000.00) to include the following endorsement:

It is agreed that the County web page hosted by and maintained by CONSULTANT will contain only the information fields listed below, and all the information is available through public websites and entities accessible via the Freedom of Information Act. Any additional information to be included for all or some of the for-hire motor carriers on the website must be contractually agreed to by both the COUNTY and CONSULTANT.

Applicant Name - Trucking Company
Street Address 1
Street Address 2
City
State
ZIP
Contact name
Contact phone number
Contact fax number
Contact email address
Company Website (URL)
USDOT number

Truck specific data (required on the permit by
DuPage County)

Weights
Dimensions
Duration of Permit
Registration (license number)
Load Description
Illinois Department of Transportation Permit
number (if applicable)
Illinois Tollway Authority Permit number (if
applicable)
Routing

The Website will NOT contain any financial or sensitive information, and all information on the website is available through the Freedom of Information Act.

A co-defendant endorsement will be required if the COUNTY and the CONSULTANT agree in writing to amend this AGREEMENT to include any information not available based on the Freedom of Information Act.

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify

the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings

and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

Neither party shall have liability with respect to its obligations under this AGREEMENT or otherwise for loss of goodwill, or for special, indirect, consequential, or incidental damages, whether arising in tort or in contract.

The total liability of CONSULTANT to the COUNTY in connection with this AGREEMENT will be limited to the costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the

performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option, up to one (1) year after expiration or termination of the AGREEMENT, have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 Either party's failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations including but not limited to the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.).
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire. (found at <https://mwv.dupagecounty.gov/>).**
- 13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

- 14.1 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on December 1, 2025 after the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2029, or to a new date agreed upon by the parties.
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2029.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

17.5 In the event there is a conflict between Sections 1 through 24 of this AGREEMENT and any of the attached Exhibit(s), Sections 1 through 24 of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT.

The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

Oxcart Permit Systems, LLC

440 W. Colfax, Suite 2384

Palatine, IL 60078

ATTN: Bryce Baker COO/Member

Phone: 331.205.8180

Email: bbaker@oxcartpermits.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Stephen M. Travia, P.E.

Director of Transportation

Phone: 630.407.6900

Email: stephen.travia@dupagecounty.gov

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid;

or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

N/A - This section left intentionally blank

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

N/A - This section left intentionally blank

26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.2 The CONSULTANT'S key personnel specified in the AGREEMENT shall be Bryce Baker, COO/Member, and he shall be considered essential to the work covered under this AGREEMENT. If for

any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit B made a part hereof) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

26.3 Failure by the CONSULTANT to properly staff the SERVICES with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.4 The CONSULTANT shall require the sub-consultant(s) utilized for the SERVICES to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the SERVICES.

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

COUNTY OF DUPAGE

OX CART PERMIT SYSTEMS, LLC

Signature on file

Deborah A. Conroy, Chair
DuPage County Board

Bryce Baker
COO/Member

1/29/2025

ATTEST BY:

ATTEST BY:

Signature on file

Jean Kaczmarek, County Clerk

Signature *10/29/2025*

Signature on file

Print Name _____

OFFICE MANAGER

Title

EXHIBIT A

SCOPE OF WORK/FEE SCHEDULE

The term "Customer" shall refer to any third-party requesting over-dimension and/or overweight vehicle permits from the County.

1. Oxcart Services.

Oxcart shall develop, establish, set up and maintain an internet application ("County web page"), which shall include but not be limited to the creation of online over-dimension and overweight vehicle permit applications and the processing of said permit applications, for the County for the purposes of accepting over-dimension and overweight vehicle permit applications and payment for such permits as set forth herein, which shall be referred to as the "Service."

- i. All Services provided by Oxcart shall be conducted and accomplished in a professional and workmanlike manner.
- ii. The Service will be made available per the Service Level defined herein below.
- iii. The Service will allow for the acceptance and processing of over-dimension and overweight vehicle permit applications as authorized by the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code).
- iv. The Service will be hosted using computer servers contracted by Oxcart.
- v. Oxcart reserves the right to change computer servers and computer server hosting providers at any time with notice provided to the County during the term of this Agreement.
- vi. Oxcart reserves the right to update code and/or security measures at any time without notice during this agreement. Oxcart will maintain a Security Incident Response plan which will be made available to the County for review and in a format acceptable to the County.
- vii. The content of the County web pages within the Service shall be dedicated solely to the County. The content of such pages shall include but not be limited to:
 1. Application fields necessary to receive, pay for, and process a permit.
 2. Maintain user information and icons representative of the County.
 3. Automated permits, in which permits do not need to be reviewed by County, and non-automated permits, in which permits must be reviewed by County, as directed by the County.

4. All credit card processing and customer data shall be protected and completed under the PCI Compliance Statement reviewed and approved by the County.

- viii. The online over-dimension and overweight vehicle permit application will be based upon and processed according to the requirements of the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code). If the County's Code is amended, the requirements from the most updated County's Code shall be followed. The Service shall provide the County and Customers with an unlimited number of free user access accounts with which to apply and pay for the issuance of over-dimension and overweight vehicle permits.

- ix. Oxcart shall process all permit applications (both automated and non-automated). Upon receipt of an automated permit application, Oxcart shall within the time limit set forth in the Service Level section defined herein below, contact the Applicant with information regarding the approval, denial, or approval with pre-programmed conditions of the permit, and, upon approval, collect payment for County permit fees and any other applicable fees, and issue the permit. Upon receipt of a non-automated permit application, Oxcart shall within the time limit set forth in the Service Level section defined herein below, provide the County with all information necessary for the County to review, approve or deny, or establish conditions under which the permit will be granted. Upon the County's review of a non-automated permit application, Oxcart shall contact the Applicant with information regarding the approval, denial, or approval with conditions of the permit, and, upon approval, collect payment for County permit fees and any other applicable fees, and issue the permit.

- x. All payments shall be accepted utilizing an integrated credit card payment processor to accept online payments for the County. In addition to the County permit fee, for each transaction, the credit card payment processor will assess the Customer with a fee calculated on the sum of the total of the maximum County permit fee and the Oxcart Service Fee, plus an additional service fee for each transaction. Payment in full of the County permit fee, the credit card payment processor fee, the transaction fee and the Oxcart Service Fee will be required in order for the Customer to access the approved permit. However, in no event may Oxcart or the County violate the Local Government Acceptance of Credit Card Act (50 ILCS 345/1, *et seq.*)
 1. Oxcart does not set the credit card payment processor fees or transaction fees, which are subject to change at any time with notice. At the time of this Agreement the payment processor fee is 2.9% of the calculated sum of the total of the maximum County permit fee and the Oxcart Service Fee,

plus a \$.30 per transaction fee. Oxcart shall promptly notify the County of changes to these rates as soon as Oxcart becomes aware of the rate change.

2. Upon change of credit card payment processor fees, Oxcart shall update the County web application to reflect the new rates and notify the County of the change.
 3. Oxcart reserves the right to change credit card payment processors at any time with notice to the County.
-
- xi. County permit fees shall be collected by Oxcart in accordance with the provisions of the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code).
 - xii. On or before the tenth business day of each month, Oxcart shall transfer to the County through ACH direct deposit or bill payment system through the United States Postal Service all County permit fees for all approved permits for the preceding calendar month. All County permit fees shall be paid in full by Oxcart each month to the County. In addition, by the tenth business day of each month, Oxcart shall transmit by email or United States Postal Service, a report providing the name, address, date of payment, date of permit issuance and County permit fee collected for each permit approved and issued. Such report shall be in a format approved by the County and shall be sent as provided in the NOTICES section of the AGREEMENT.
 - xiii. Oxcart will not disseminate any phone numbers, email addresses or other personal information of Customers other than what is displayed on an approved permit.
 - xiv. Oxcart shall maintain permit data for online access by the County for a minimum of ninety (90) calendar days and allow the County to download County permit data during this time. Oxcart shall maintain the County's permit data for a period of ten (10) years.
 - xv. Oxcart shall maintain complete and accurate books, records and accounts showing the permits issued and its billings for the County permit fees and the permit services provided to the County and the amount collected for County permit fees. Such books and records shall be made available for examination and audit by the County at any time during business hours upon request.
 - xvi. Notwithstanding anything to the contrary in the foregoing, Oxcart is free to upgrade and modify its network, application, and backup infrastructure

pursuant to a Systems Maintenance policy which will be available to the County for review.

- xvii. Oxcart may choose to add standard features and upgrades to the application at no additional charge to the County or Customer. Oxcart shall immediately inform the County of any breach of security or identity theft related to Oxcart's Services under this Agreement.
- xviii. Oxcart is free to market the Service to other organizations, municipalities, and customers without exception or exclusion except at the sole discretion of Oxcart.

2. Payment and Fees for Service.

- i. As full and complete compensation for the Service to be provided hereunder, Oxcart shall assess a Service Fee to the Customer, in addition to the credit card payment processing fees, as provided in Section 1(xi).
- ii. Such Service Fee shall be assessed based upon the cost of the permit applied for and as provided in the following Schedule:

County Permit Fee	Oxcart Fee
\$0.00 - \$49.99	\$5.00 flat fee
\$50.00 - \$99.99	10%
\$100.00 - \$199.99	\$12.50 flat fee
\$200.00 or more	\$15.00 flat fee

- iii. All payments are final and Oxcart will not refund the Customer any monies collected through the credit card payment processor unless the payment was made in error or without authorization, the permit was issued in error or an error occurred which was directly attributable to Oxcart or the credit card payment processor, or the County requests a refund be processed through the credit card processor for an approved permit to which the credit card processor fee assessed to Oxcart will be deducted from the monthly payment to the County. Oxcart may elect to refund monies via check or ACH at its sole discretion, and the County reserves the right to internally issue County permit fee refunds to Customers through their finance department. Oxcart shall provide the County with notice of any payment that is in dispute.
- iv. Once the transaction has been completed and all fees received from the credit card payment processor, Oxcart will not store or retain any Customer financial or credit information.

- v. Within the first twelve (12) months upon execution of this Agreement, Oxcart will seek to develop and implement alternative, online Customer payment methods, including electronic ACH. Both Oxcart and the County agree to negotiate in good faith any addendums for fees which may need to be passed along to the Customer for the cost of new payment methods.

Service Level

Oxcart will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week. Down time is defined as the period of time over which the County and/or Customers is unable to access the Service due to a failure of Oxcart's application. Oxcart shall provide an accessible toll-free number to Customers 24 hours a day, 7 days a week, with reasonable customer service response available Monday through Friday, 8:00 AM-4:30 PM CST or CDT.

Scheduled maintenance will be performed from time to time as determined by written and available Oxcart policy which may result in the Application being inaccessible to the County and/or Customers. Such scheduled maintenance activates are not considered down time. Care will be taken to minimize impact to the Service during normal business hours, considered as Monday through Friday 7:00 AM to 6:00 PM CST or CDT.

Barring situations listed below which are exempt from this Service Level, information regarding the approval, denial, or approval with pre-programmed conditions of a new automated permit application will be sent by Oxcart to the Customer via email upon submittal of the Application. Non-automated permit applications will be sent by Oxcart to the County for review by the County via email upon submission by the Customer within the Application. Upon the County providing Oxcart information regarding the approval, denial, or approval with conditions of the non-automated permit, Oxcart will provide said information to the Customer via email upon submission.

The following items or situations are exempt from the availability service level commitment:

- Down time resulting from issues with the County's and/or Customer's networks, email servers, email filters, hardware, or software.
- All internet connectivity and infrastructure issues/failures not attributable to Oxcart's facilities or equipment.
- Service or availability issues related to malicious behavior by the County or any of its employees, agents or Customers.
- Attacks by third parties (hacks, viruses, etc.) provided that Oxcart has made commercially reasonable efforts to defend against such attacks.
- Events of force majeure, including acts of war, earthquake, flood, acts of God, etc.

EXHIBIT B

**DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION**

The Firm of _____

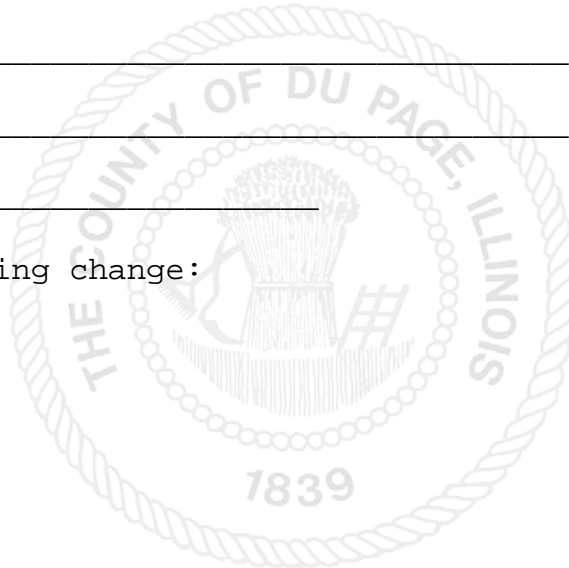
hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION
that they need to reassign staff for the
_____ SERVICES.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change:



Proposed Replacement: _____
(attach resume)

Transition Plan (provide an outline of the steps that the CONSULTANT will take to assure adequate exchange of information and responsibility, including Principal Engineer oversight and requested involvement by COUNTY staff.



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: 10/28/2025

Bid/Contract/PO #: _____

Company Name: <u>OX CART PERMIT SYSTEMS, LLC</u>	Company Contact: <u>BRUCE BAKER (OWNER)</u>
Contact Phone: <u>(331) 205-8180</u>	Contact Email: <u>BBAKER@OXCARTPERMITS.COM</u>

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, 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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature Signature on file

Printed Name BRUCE BAKER

Title OWNER

Date 10/28/2025

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



Change Order

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

File #: 25-2680

Agenda Date: 11/4/2025

Agenda #: 7.H.1.

DT-R-0079B-23

RESCISSION OF LOCAL PUBLIC AGENCY AGREEMENT
APPROVED PER DT-R-0079A-23 AND APPROVAL
OF REVISED LOCAL PUBLIC AGENCY AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
CH 9/LEMONT ROAD (83RD STREET TO 87TH STREET) AND
CH 31/87TH STREET (HAVEN DRIVE TO LEMONT ROAD)
SECTION 16-00232-00-CH
(ESTIMATED COUNTY COST \$4,591,614.00)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0079-23 on August 22, 2023, and DT- R-0079A-23 on November 14, 2023, authorizing the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE) to enter into a Joint Funding Agreement for Construction Work for Federal Participation (“AMENDED AGREEMENT”) for improvements to CH 9/Lemont Road (83rd Street to 87th Street) and CH 31/87th Street (Haven Drive to Lemont Road), Section 16-00232-00-CH (hereinafter referred to as IMPROVEMENT); and

WHEREAS, Resolution DT-R-0079A-23 estimated construction cost for the IMPROVEMENT was \$7,106,782.00 and the estimated cost to the COUNTY was anticipated to be \$1,747,782.00 and the cost to the STATE was anticipated to be \$5,359,000.00; and

WHEREAS, subsequent to Resolution DT-R-0079A-23 being approved by the COUNTY and the COUNTY signing the AMENDED AGREEMENT, but, prior to the STATE signing the AMENDED AGREEMENT, the estimated construction cost was reassessed, and the total estimated cost of construction is now estimated to be \$9,950,614.00 and the increased COUNTY share is \$4,591,614.00 with no change to the STATE’s share; and

WHEREAS, the COUNTY revised the Joint Funding Agreement for Construction Work for Federal Participation, (hereinafter referred to as SECOND AMENDED AGREEMENT) that is attached to this resolution to reflect the change in the total estimated construction cost and COUNTY share; and

WHEREAS, the DuPage County Board finds that it is in the best interest of the COUNTY to rescind the AMENDED AGREEMENT (essentially, a legal offer to the STATE) approved by the DuPage County Board per Resolution DT-R-0079A-23 and to approve the SECOND AMENDED AGREEMENT, and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board rescinds Resolution DT-R-0079A-23 and its offer in the AMENDED AGREEMENT between the COUNTY and the STATE and replaces it with this revised Joint Funding Agreement for Construction Work for Federal Participation, SECOND AMENDED AGREEMENT, attached hereto; and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, the referenced SECOND AMENDED AGREEMENT with the STATE; and

BE IT FURTHER RESOLVED that the Director of Transportation or his designee is hereby authorized to execute any other documents necessary and pertinent to said SECOND AMENDED AGREEMENT and shall take such action as may be necessary to carry out the terms of said SECOND AMENDED AGREEMENT; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and any associated Illinois Department of Transportation BLR form 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.

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

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

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

6765-1-SERV

WHEATON, ILLINOIS 60187

DT-R-0079-23

PURCHASE ORDER NO.

REQUISITIONING AGENCY
DuPage County Division of Transportation

SHIP TO ADDRESS

RESOLUTION NUMBER

NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

Same
NAME
ADDRESS
CITY, STATE, ZIP

10/29/2025

DATE

PL	COMPANY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB	
		10604	11/30/2028	11/30/2031	Wheaton, IL	
FY-ACCT UNIT-ACCT CODE-ACT CODE	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
LN1-FY24-1500-3550-54050	-	LEMNT_83_87		Improvements along Lemont Road (83rd Street to 87th Street)		136,945.50
LN3-FY25-1500-3550-54050	-	LEMNT_83_87		and 87th Street (Haven Drive to Lemont Road).		873,891.00
LN4-FY26-1500-3550-54050	-	LEMNT_83_87		Section 16-00232-00-CH		436,945.50
LN5-FY25-1500-3500-54050	-	LEMNT_83_87		AMENDING CHANGE ORDER - DT-R-0079B-23		300,000.00
LN1-FY24-1500-3550-54050	-	LEMNT_83_87		Decrease Line		-136,945.50
LN3-FY25-1500-3550-54050	-	LEMNT_83_87		Decrease Line		-873,891.00
LN4-FY26-1500-3550-54050	-	LEMNT_83_87		Increase Line w/ Prior Fiscal Year Encumbrances		1,010,836.50
LN4-FY26-1500-3550-54050	-	LEMNT_83_87		Increase Line		2,843,832.00
LN5-FY25-1500-3500-54050	-	LEMNT_83_87		Decrease Line		-300,000.00
LN6-FY26-1500-3569-54050	-	LEMNT_83_87		Establish Line		300,000.00
TOTAL						\$4,591,614.00

VENDOR

Treasurer State of Illinois, Illinois Department of Transportation, Room 322 Harry R. Hanley Bldg, 2300 S. Dirksen Parkway, Springfield, IL 62764

COMMITTEE APPROVAL	DATE
Transportation	11/04/25
County Board	11/12/25

Line Encumbrances
 LN1/LN3/LN5 - \$0.00
 LN4 - \$4,291,614.00
 LN6 - \$300,000.00

Signature on file

10/29/25
 DATE

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
County of DuPage	DuPage	16-00232-00-CH

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	08-20-0026

Construction

State Job Number	Project Number
C-91-081-21	X6UK(066)

Local Let/Day Labor
 Construction on State Letting
 Construction Engineering
 Utilities
 Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Lemont Road	FAU 2612	0.50 mile	03.70	04.20

Location Termini
83rd Street to 87th Street

Current Jurisdiction	Existing Structure Number(s)	
DuPage County	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
87th Street	FAU 3580	0.61 mile	00.24	00.85

Location Termini
Havens Drive to Lemont Road

Current Jurisdiction	Existing Structure Number(s)	
DuPage County	N/A	Remove

PROJECT DESCRIPTION

The scope of improvement includes the roadway widening at the intersections of Lemont Road/87th Street and Lemont Road/83rd Street. This portion of work includes traffic signal modernization, drainage improvements, and a section of roadway reconstruction. Also included as part of the project is the roadway resurfacing of Lemont Road between 87th Street and 83rd Street as well as 87th Street from Lemont Road west to Havens Drive.

Local Public Agency	Section Number	State Job Number	Project Number
County of DuPage	16-00232-00-CH	C9108121	X6UK(066)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
County of DuPage	16-00232-00-CH	C9108121	X6UK(066)

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 **Construction of Fixed Works.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 **Criminal Convictions.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 **Improper Influence.** The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 **Telecom Prohibition.** The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 **Personal Conflict of Interest** - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 **Organizational Conflict of Interest** - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 **Accounting System.** The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

Local Public Agency	Section Number	State Job Number	Project Number
County of DuPage	16-00232-00-CH	C9108121	X6UK(066)

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

Local Public Agency	Section Number	State Job Number	Project Number
County of DuPage	16-00232-00-CH	C9108121	X6UK(066)

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
County of DuPage	16-00232-00-CH	C9108121	X6UK(066)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

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

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
County of DuPage	16-00232-00-CH	C9108121	X6UK(066)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Deborah A. Conroy

Title of Official

Chair, DuPage County Board

Signature

[Signature Box]

Date

[Date Box]

The above signature certifies the agency's TIN number is

366006551 _____ conducting business as a Governmental Entity.

DUNS Number 135836026

UEI W7KRN7E54898

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

[Signature Box]

Date

[Date Box]

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

[Signature Box]

Date

[Date Box]

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

[Signature Box]

Date

[Date Box]

Michael Prater, Chief Counsel

[Signature Box]

Date

[Date Box]

Vicki Wilson, Chief Fiscal Officer

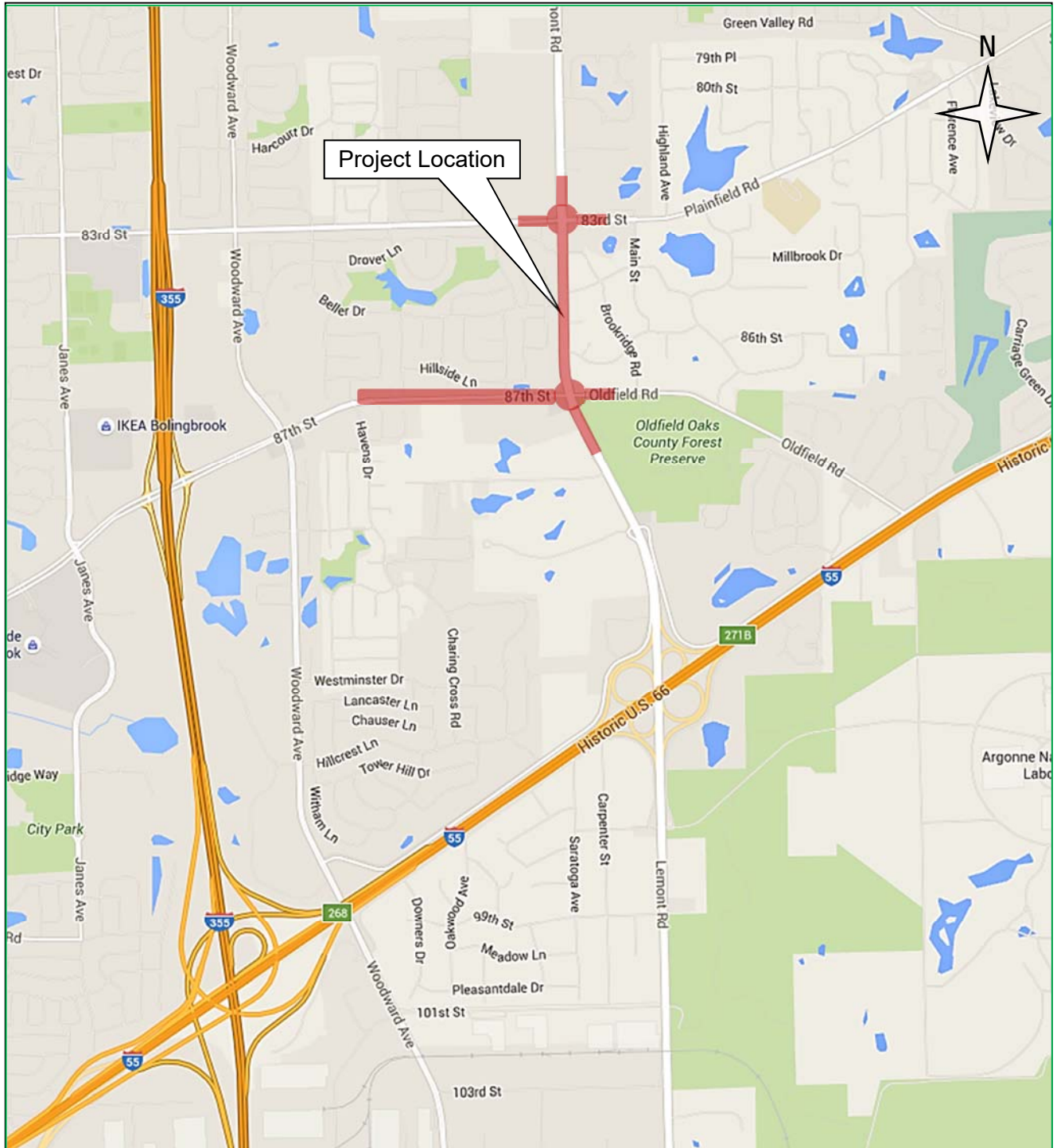
[Signature Box]

Date

[Date Box]

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution form within this form.



ROADWAY FUNCTION CLASSIFICATION:

- Lemont Road – Minor Arterial
- 87th Street – Minor Arterial
- 83rd Street – Minor Arterial
- Oldfield Road – Minor Collector

DuPage County Division of
Transportation

Lemont Rd
87th Street to 83rd Street

PROJECT LOCATION MAP

Not to Scale Date: 10/9/2017

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
County of DuPage	16-00232-00-CH	DuPage		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/ or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	2
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	2
Financial Controls	0
Audits	0
Total	2

District Review Signature & Date

Central Office Review Signature & Date

Additional Requirements? Yes No

Local Public Agency	Section Number	State Job Number	Project Number
County of DuPage	16-00232-00-CH	C9108121	X6UK(066)

**SCHEDULE NUMBER 4
Attestation on Single Audit Compliance**

1. In the prior fiscal year, did County of DuPage LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

Yes No

2. Does the County of DuPage LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current County of DuPage LPA fiscal year?

Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the County of DuPage LPA performed a single audit for their previous fiscal year?

Yes No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

Yes No

b. For the current fiscal year, does the County of DuPage LPA intend to comply with Subpart F of 2 CFR 200?

Yes No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Jeffrey Martynowicz	Chief Financial Officer	County of DuPage

Signature on file

10/3/25



Transportation Resolution

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

File #: DT-R-0034-25

Agenda Date: 11/4/2025

Agenda #: 7.H.2.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, FOR CERTAIN PORTIONS OF BRIDGE IMPROVEMENTS OF THE RONALD REAGAN MEMORIAL TOLLWAY (“I-88”) AND ITS CROSSROAD BRIDGES, WITH A TOTAL ESTIMATED COUNTY COST OF \$1,857,217.06.

WHEREAS, the County of DuPage (hereinafter “COUNTY”), and the Illinois State Toll Highway Authority (hereinafter referred to as “TOLLWAY”), are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Article VII, Section 10, of the 1970 Constitution of the State of Illinois which encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function: and

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

WHEREAS, the COUNTY, as set forth in the in the Counties Code, 55 ILCS 5/1-1001, *et seq.*, is authorized to enter into the AGREEMENT; and

WHEREAS, the TOLLWAY, in order to facilitate the free flow of traffic and enhance the safety of the motoring public, is improving certain portions of the Ronald Reagan Memorial Tollway (“I-88”) and its crossroad bridges, including rehabilitation of bridge no. 853, Midwest Road (Mile Post 136.4), bridge no. 851, Meyers Road (Mile Post 135.4) and bridge no. 827, Raymond Drive (Mile Post 124.1) (collectively, “Crossroad Bridges”), as set forth in various contracts, including but not limited to Contract No. I-24-4947 (“PROJECT”); and

WHEREAS, the COUNTY has maintenance responsibility for certain portions of the Crossroad Bridges, as identified in intergovernmental agreements between the ILLINOIS TOLLWAY AND the COUNTY, including Midwest Road, executed April 15, 1998, Meyers Road, executed March 11, 2003, and Raymond Drive, executed February 18, 1999; and

WHEREAS, the COUNTY requests and the ILLINOIS TOLLWAY agrees to include in the PROJECT, certain repair items that are the jurisdictional responsibility of the COUNTY (“COUNTY WORK”), subject to reimbursement by the COUNTY to the ILLINOIS TOLLWAY; and

WHEREAS, by this AGREEMENT, the COUNTY and the ILLINOIS TOLLWAY desire to determine and establish their respective responsibilities toward design engineering, mobilization, construction engineering, construction, funding and maintenance of the COUNTY WORK; and

WHEREAS, the TOLLWAY will be the lead agency for PROJECT with a total estimated COUNTY cost of \$1,857,217.06; and

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

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

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 attached AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE TOLLWAY; and

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

BE IT FURTHER RESOLVED, that three (2) original copies of this Resolution and AGREEMENT be sent to the TOLLWAY, by and through the DuPage County Division of Transportation.

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

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND
THE COUNTY OF DUPAGE**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“ILLINOIS TOLLWAY”), and the COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois (“COUNTY”), individually referred to as “PARTY” and collectively referred to as “PARTIES.”

RECITALS

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and enhance the safety of the motoring public, is improving certain portions of the Ronald Reagan Memorial Tollway (“I-88”) and its crossroad bridges, including rehabilitation of bridge no. 853, Midwest Road (Mile Post 136.4), bridge no. 851, Meyers Road (Mile Post 135.4) and bridge no. 827, Raymond Drive (Mile Post 124.1) (collectively, “Crossroad Bridges”), as set forth in various contracts, including but not limited to Contract No. I-24-4947 (“PROJECT”);

WHEREAS, the COUNTY has maintenance responsibility for certain portions of the Crossroad Bridges, as identified in intergovernmental agreements between the PARTIES, including Midwest Road, executed April 15, 1998, Meyers Road, executed March 11, 2003, and Raymond Drive, executed February 18, 1999;

WHEREAS, the COUNTY requests and the ILLINOIS TOLLWAY agrees to include in the PROJECT certain repair items that are the jurisdictional responsibility of the COUNTY (“COUNTY WORK”), subject to reimbursement by the COUNTY to the ILLINOIS TOLLWAY. *See* attached EXHIBITS A, B and C;

WHEREAS, by this AGREEMENT, the PARTIES desire to determine and establish their respective responsibilities toward design engineering, mobilization, construction engineering, construction, funding and maintenance of the COUNTY WORK;

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

WHEREAS, the COUNTY is authorized to enter into this AGREEMENT by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1001, *et seq.*, and the Illinois Highway Code, 605 ILCS 5/5-101, *et seq.*; and

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

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, the PARTIES agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys and prepare the final plans and specifications for the PROJECT, including the COUNTY WORK (“PROJECT PLANS”).
- B. The COUNTY will reimburse the ILLINOIS TOLLWAY for the COUNTY WORK.
- C. The ILLINOIS TOLLWAY shall provide an electronic copy of the PROJECT PLANS to the COUNTY for its review and comment at the following stages of plan preparation:
- 30% Complete;
 - 60% Complete (preliminary);
 - 95% Complete (pre-final); and
 - Final.
- D. The COUNTY shall review the PROJECT PLANS which impact its property within fifteen (15) business days of receipt thereof. In the event the COUNTY disapproves of the PROJECT PLANS, the COUNTY shall detail, in writing, its specific comments and/or objections and deliver the same to the ILLINOIS TOLLWAY for review and consideration. If the ILLINOIS TOLLWAY does not receive a written response from the COUNTY within the fifteen (15) business day time period, the PROJECT PLANS shall be deemed approved by the COUNTY.
- E. The PARTIES shall work cooperatively to address and resolve any review comments and/or objections. Any dispute concerning the PROJECT PLANS shall be resolved in accordance with below Article IX.C. of this AGREEMENT.
- F. The ILLINOIS TOLLWAY agrees to assume overall PROJECT responsibility, including ensuring that all permits and approvals (including but not limited to permits and approvals required by the U.S. Army Corps of Engineers, Illinois Department of Transportation, Illinois Department of Natural Resources, Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency) and joint participation and/or force account agreements as may be required by the PROJECT. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and all applicable federal, state and local laws, regulations, requirements and ordinances pertaining to the PROJECT.
- G. At no cost to the ILLINOIS TOLLWAY, the COUNTY shall, upon full execution of this AGREEMENT, grant and consent to all rights of access (ingress and egress) and temporary use of its property as requested by the ILLINOIS TOLLWAY for the PROJECT.

II. RIGHT OF WAY

No transfer of property interests between the PARTIES is required for the PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY is responsible for utility coordination and relocation, as necessary, for the PROJECT, including identifying utility adjustments and making all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- B. If utilities located on COUNTY property must be adjusted or relocated due to the PROJECT, the COUNTY agrees to (i) cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility, and (ii) issue all permits in a manner consistent with the COUNTY's permitting ordinance for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. Approval of requests relating to such permits will not be unreasonably withheld, provided the proposed activities do not harm or adversely affect operations.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections, and cause the PROJECT to be constructed in accordance with the PROJECT PLANS.
- B. After award of the PROJECT construction contract(s), the ILLINOIS TOLLWAY shall submit any proposed deviation from the PROJECT PLANS that impacts the COUNTY to the COUNTY for its approval prior to commencing work on such proposed deviation. If the COUNTY does not accept the proposed deviation to the PROJECT PLANS, the COUNTY shall detail, in writing, its specific objections and deliver the same to the ILLINOIS TOLLWAY for review and consideration. If the ILLINOIS TOLLWAY does not receive a written response from the COUNTY within the fifteen (15) calendar day time period, the proposed deviation shall be deemed approved by the COUNTY.
- C. After award of the PROJECT construction contract(s), assuming there are no proposed deviations from the PROJECT PLANS that impact the COUNTY, the ILLINOIS TOLLWAY shall provide no less than fifteen (15) business days written notice to the COUNTY prior to commencement of work on the PROJECT.
- D. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) while the ILLINOIS TOLLWAY is implementing the PROJECT. The COUNTY shall assign personnel to perform inspections on its behalf and advise the ILLINOIS TOLLWAY's Chief Engineering Officer, in writing, of the identity of the individual(s) assigned to perform said inspections.
- E. The ILLINOIS TOLLWAY shall notify the COUNTY upon completion of 70% and 100% of all COUNTY WORK, and the COUNTY shall inspect the COUNTY WORK not later than fourteen (14) calendar days after receiving said notice. If the COUNTY does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of the COUNTY WORK and the PARTIES do not arrange or agree to any other inspection, the COUNTY WORK shall be deemed accepted by the COUNTY. At the request of the COUNTY, the ILLINOIS TOLLWAY's representative shall attend

inspection(s). In the event said inspections disclose work that does not conform to the approved final PROJECT PLANS, the COUNTY's representative, as soon as reasonably practical, and no more than five (5) days following the inspection, shall give verbal notice of any deficiency to the ILLINOIS TOLLWAY's representative, and within five (5) calendar days thereafter, the COUNTY shall deliver a written list of the deficiencies to the ILLINOIS TOLLWAY's Chief Engineering Officer. Deficiencies thus identified shall be subject to joint re-inspection upon completion of any necessary corrective work. The PARTIES shall perform such joint re-inspections within ten (10) calendar days after the ILLINOIS TOLLWAY notifies the COUNTY that the deficiencies have been remedied.

- F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the PROJECT provided that cancelation does not impact the existing conditions of COUNTY roadways. Upon any such cancellation, the COUNTY shall have no obligation to pay for any canceled work or any costs or expenses associated therewith.
- G. The PARTIES agree that all PROJECT construction work performed on or within the COUNTY property shall conform to the then current edition of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as well as the COUNTY's standard drawings and special provisions included in the PROJECT.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs, subject to reimbursement by the COUNTY in accordance with this AGREEMENT.
- B. After the ILLINOIS TOLLWAY lets the construction contract(s), the COUNTY may request supplemental or substitute work to be included in the PROJECT. The ILLINOIS TOLLWAY, based on its sole judgment and discretion, may cause said supplemental or substitute work to be added to the PROJECT, provided that (i) said work will not delay construction of the PROJECT, and (ii) the COUNTY agrees to pay the full amount of any and all cost increases relating to said work.
- C. As referenced in attached EXHIBIT A, the PARTIES agree that the total estimated cost to the COUNTY for the COUNTY WORK on bridge no. 853, Midwest Road (Mile Post 136.4) is \$559,851.52, which includes the following:
 - 1. \$486,827.41 for the COUNTY WORK, including but not limited to bridge deck concrete sealer, protective shield, epoxy crack injection, traffic control and protection, temporary concrete barrier, deck slab repair, maintenance of traffic, temporary pavement marking, contingency and mobilization;
 - 2. \$24,341.37 for design engineering; and
 - 3. \$48,682.74 for construction engineering.

- D. As referenced in attached EXHIBIT B, the PARTIES agree that the total estimated cost to the COUNTY for the COUNTY WORK on bridge no. 851, Meyers Road (Mile Post 135.4) is \$343,172.73, which includes the following:
1. \$298,411.07 for the COUNTY WORK, including but not limited to bridge deck sealer, epoxy crack injection, temporary concrete barrier, traffic control and protection, protective shield, drainage system cleaning, temporary pavement marking, modified urethane pavement marking and maintenance of traffic, contingency and mobilization;
 2. \$14,920.55 for design engineering; and
 3. \$29,841.11 for construction engineering.
- E. As referenced in attached EXHIBIT C, the PARTIES agree that the total estimated cost to the COUNTY for the COUNTY WORK on bridge no. 827, Raymond Drive (Mile Post 124.1) is \$954,192.81, which includes the following:
1. \$829,732.55 for the COUNTY WORK, including but not limited to deck slab repair, epoxy crack injection, concrete bridge deck scarification (3/8 inch), bridge deck thin polymer overlay (3/8 inch), protective shield, bridge deck sealer, traffic control and protection, maintenance of traffic, temporary concrete barrier, and temporary pavement marking, contingency and mobilization;
 2. \$41,486.63 for design engineering; and
 3. \$82,973.63 for construction engineering.
- F. The PARTIES agree that the total estimated cost to the COUNTY for COUNTY WORK on the Crossroad Bridges is \$1,857,217.06.
- G. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the COUNTY WORK.
- H. The PARTIES agree to the following payment terms for the COUNTY WORK: (i) 100% of design engineering costs upon execution of this AGREEMENT; (ii) 70% of the estimated construction amount and 70% of the estimated construction engineering amount due upon contract award; and (iii) the remainder, based on final actual costs, due upon receipt of a final invoice from the ILLINOIS TOLLWAY.

VI. MAINTENANCE – DEFINITIONS

For purposes of this AGREEMENT:

- A. “Jurisdiction” means the authority and obligation to administer, control, maintain and operate a roadway and its appurtenances.
- B. “Local road” means any highway, road or street under the jurisdiction of the COUNTY.
- C. “Maintenance” or “maintain” mean to keep the facility being maintained in good and sufficient repair and appearance. Such maintenance includes full responsibility for the

construction, removal and replacement of the maintained facility when needed and, except as otherwise set forth in below Article VII, other activities as more specifically set forth in the following subparts of this Article VI, including but not limited to:

1. "Routine maintenance" means day-to-day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with all applicable federal, state and local laws, regulations, requirements and ordinances.
 2. "Structural maintenance" means to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "Lighting maintenance" means all aspects of installation, repair, replacement and operation of roadway lighting, including power, but shall not include temporary lighting relating to construction or repair projects.
 4. "Emergency maintenance" means any maintenance activity that must be performed immediately in order to avoid or to repair a condition on the roadway or right-of-way that causes or threatens imminent danger or destruction to (i) roadway facilities, (ii) right of way or (iii) the public, including but not limited to restoration of an accident site, chemical or biological removal or remediation, or responses to acts of God or terrorism.
- D. "Drainage facilities" mean both open and enclosed systems. "Drainage structures" mean enclosed systems only and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. "Notify," "give notice" and "notification" mean written, verbal or digital communication from one PARTY to the other PARTY concerning a matter covered by this AGREEMENT. The PARTY transmitting the communication shall create and retain a record that substantiates the content, date, time, manner of communication, identification of sender and recipient and manner in which the recipient may respond to the sender.
- F. "Be responsible for" or "responsibility" mean the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement. Under no circumstances shall the PARTY with the duty or responsibility for the service be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. "Consultation" or "consult with" mean the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond. The PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time period set forth in the notice or, in the case of the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY may proceed with the proposed action if deemed necessary by the ILLINOIS TOLLWAY's Chief Engineering Officer.

- H. “Approve” means the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action when appropriate and to retain a record that documents such consent.
- I. “Grade separation structure” means all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. The PARTIES generally agree that the following three types of bridge structures intersect ILLINOIS TOLLWAY right-of-way:
 - Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. JURISDICTION AND MAINTENANCE – RESPONSIBILITIES

- A. The bridge improvements being constructed as part of the PROJECT under this AGREEMENT are of the following types (as described in above Article VI.J.) and involve the following highways:
 - Type of Bridge Structure: Type 3
 - Affected Highway: Midwest Road
 - Type of Bridge Structure: Type 1
 - Affected Highways: Meyers Road and Raymond Drive
- B. The ILLINOIS TOLLWAY agrees to maintain the toll highway within the limits of this PROJECT in its entirety and its portion of the bridge improvements as indicated below:
 - 1. Excluding items identified in below Article VII.C., all parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments, wingwalls and piers;
 - 2. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - 3. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - 4. All remaining drainage facilities installed for the purpose of carrying exclusively toll highway drainage; and
 - 5. Any underpass lighting.

- C. The COUNTY shall continue its maintenance of the right-of-way of Midwest Road, Meyers Road and Raymond Drive, and the COUNTY WORK as indicated below:
1. COUNTY right-of-way and COUNTY roadway approaches to the grade separation structure;
 2. The approach slabs and approach embankments outside access control fences;
 3. The wearing surface;
 4. The deck below the wearing surface and above the structural beams;
 5. The approach slabs and approach embankments outside access control fences;
 6. Expansion joints at approach roadway and raised median;
 7. Sidewalks;
 8. Parapet walls;
 9. Guardrail;
 10. Drainage facilities above structural beams and girders and all drainage facilities carrying exclusively COUNTY drainage;
 11. All lighting except underpass;
 12. All COUNTY signs and pavement markings; and
 13. Ice and snow removal, which shall be accomplished in such a manner as to not block or obstruct the toll highway below.
- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
1. Any and all signage (i) affixed to the grade separation structure and relating to travel on the ILLINOIS TOLLWAY, or (ii) placed on ILLINOIS TOLLWAY property. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with the Illinois Administrative Code, 92 Ill. Admin. Code 554.605 (Superload Moves).
 2. Any COUNTY highway intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.
 3. The PARTIES agree that each PARTY shall perform such regular inspections, surveys, and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During all construction, the COUNTY shall continue to maintain all portions of the PROJECT on its property that is not to be improved or maintained by the ILLINOIS TOLLWAY's construction contractor(s) pursuant to the PROJECT PLANS, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the toll highway that are not required to be maintained by their construction contractor(s).
- B. Upon completion of construction and final inspection, each PARTY shall continue to have sole maintenance responsibility for all items of PROJECT construction for which the PARTY is assigned such responsibility herein.

IX. GENERAL PROVISIONS

- A. Wherever in this AGREEMENT approval or review by either PARTY is required, said approval or review shall not be unreasonably delayed or withheld.
- B. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the performance of this AGREEMENT. Each such representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Each representative shall be readily available to the other PARTY. Representatives may be changed, from time to time, by subsequent written notice.
- C. In the event of a dispute regarding the PROJECT PLANS, the construction of the PROJECT and/or the performance of this AGREEMENT, representatives authorized by the ILLINOIS TOLLWAY's Chief Engineering Officer and the DuPage County Engineer ("COUNTY ENGINEER") shall meet to resolve the dispute. In the event they cannot mutually agree on a resolution, the ILLINOIS TOLLWAY's Chief Engineering Officer's decision shall be final. In the event that the PARTIES cannot mutually agree on a resolution of a dispute solely concerning COUNTY property, the decision of the COUNTY ENGINEER shall be final.
- D. This AGREEMENT may be executed electronically or otherwise and may be executed in two (2) or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument.
- E. The COUNTY certifies that its correct Federal Tax Identification number is 36-6006551, and it is doing business as a governmental entity, whose mailing address is: The DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, Illinois, 60187.
- F. The ILLINOIS TOLLWAY certifies that its correct Federal Tax Identification no. is 36-2811931, and that it is doing business as a governmental entity, whose mailing address is: The Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
- G. This AGREEMENT may be modified only by written instrument executed by duly authorized representatives of the PARTIES and the Illinois Attorney General.
- H. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years after the date this AGREEMENT is executed.
- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. No PARTY may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as set forth in this AGREEMENT without first obtaining

the express written consent and permission of the other PARTY and the Illinois Attorney General, except as otherwise provided in this AGREEMENT.

- J. In the event there is a conflict between the terms contained in this document and the attached exhibit, the terms included in this document shall control.
- K. The failure by either PARTY to seek redress for violation of, or to insist upon strict performance of, any conditions, covenants or provisions of this AGREEMENT shall not constitute a waiver of any breach or subsequent breach of such conditions, covenants or provisions. No provision of this AGREEMENT shall be deemed waived unless such provision is waived in writing by the PARTY charged with waiver.
- L. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. If any provision of this AGREEMENT shall be deemed invalid, inoperative or unenforceable by a court of competent jurisdiction, all other provisions of this AGREEMENT shall continue in full force and effect. In the event of litigation regarding this AGREEMENT, venue and jurisdiction shall lie exclusively in the Circuit Court of DuPage County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.
- M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered (via certified mail, overnight mail delivery or electronic mail delivery), to the following persons, or their designees, at the following addresses:

To the ILLINOIS TOLLWAY: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
mnashif@getipass.com

With a copy to: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515
Attn: General Counsel
kpasulkabrown@getipass.com

To the COUNTY: The DuPage County Division of Transportation
Jack T. Knuepfer Administration Building
421 North County Farm Road
Wheaton, Illinois 60187
Attn: Director of Transportation
stephen.travia@dupagecounty.gov

- N. The PARTIES shall maintain books and records related to this AGREEMENT for a minimum of five (5) years from the last action taken pursuant to this AGREEMENT, including documents sufficient to verify the amounts and recipients of all funds disbursed in conjunction with or pursuant to the terms of this AGREEMENT. The PARTIES further

agree to cooperate fully with any audit and to make their books and records, and books and records within their custody or control available to the Illinois Attorney General, the Illinois Auditor General, the Illinois Tollway Inspector General (“IG”), COUNTY auditors, State of Illinois internal auditors, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental entity with monitoring authority, upon reasonable notice and during normal business hours.

- O. The COUNTY agrees to fully cooperate in any IG investigation conducted pursuant to Section 8.5 of the Toll Highway Act, 605 ILCS 10/8.5, and shall not bill the ILLINOIS TOLLWAY for such time. Unless prohibited by law, cooperation includes (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved in, connected with or having knowledge of, the performance of this AGREEMENT.
- P. All matters set forth in the Recitals are agreed to by the PARTIES, and the PARTIES understand the Recitals are part of this AGREEMENT.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated below.

THE COUNTY OF DUPAGE

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

Attest: _____
Jean Kaczmarek, County Clerk

Date: _____

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Arnaldo Rivera
Chairman/CEO

Date: _____

By: _____
Cathy R. Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Assistant Attorney General

IGA PARTICIPATION COST BREAKDOWN
 DuPage County
 BRIDGE NO. 853 (MIDWEST ROAD OVER I-88)
 DESIGN CONTRACT NO. I-24-4947
 CONSTRUCTION CONTRACT NO. RR-25-2023

DATE: 09/23/2025

Exhibit A

WORK INCLUDED IN IGA			IGA ESTIMATE (prepared by DSE during Design)			AS-BID ESTIMATE (prepared by DSE after Contract Award)			FINAL ESTIMATE (prepared by CM during construction)		
PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	ACTUAL QUANTITY	ACTUAL COST
20200100	EARTH EXCAVATION	CU YD	\$ 40.00	15	\$ 600.00			\$ -			\$ -
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	\$ 6.00	100	\$ 600.00			\$ -			\$ -
25000210	SEEDING, CLASS 2A	ACRE	\$ 3,500.00	0.25	\$ 875.00			\$ -			\$ -
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	\$ 3.00	10	\$ 30.00			\$ -			\$ -
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	\$ 3.00	10	\$ 30.00			\$ -			\$ -
25100630	EROSION CONTROL BLANKET	SQ YD	\$ 1.25	100	\$ 125.00			\$ -			\$ -
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	\$ 3.50	6	\$ 21.00			\$ -			\$ -
28000400	PERIMETER EROSION BARRIER	FOOT	\$ 3.00	99	\$ 297.00			\$ -			\$ -
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	\$ 0.75	100	\$ 75.00			\$ -			\$ -
31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	\$ 10.00	36	\$ 360.00			\$ -			\$ -
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	\$ 15.00	318	\$ 4,770.00			\$ -			\$ -
44000600	SIDEWALK REMOVAL	SQ FT	\$ 5.00	318	\$ 1,590.00			\$ -			\$ -
44003100	MEDIAN REMOVAL	SQ FT	\$ 6.00	87	\$ 522.00			\$ -			\$ -
59000200	EPOXY CRACK INJECTION	FOOT	\$ 80.00	651	\$ 52,080.00			\$ -			\$ -
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	\$ 60.00	63	\$ 3,780.00			\$ -			\$ -
60608552	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.06	FOOT	\$ 40.00	66	\$ 2,640.00			\$ -			\$ -
60618300	CONCRETE MEDIAN SURFACE, 4 INCH	SQ FT	\$ 8.00	62	\$ 496.00			\$ -			\$ -
63000035	BACK SIDE PROTECTION OF GUARDRAIL	FOOT	\$ 20.00	77	\$ 1,540.00			\$ -			\$ -
66900530	SOIL DISPOSAL ANALYSIS	EACH	\$ 1,400.00	1	\$ 1,400.00			\$ -			\$ -
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	\$ 1.80	3428	\$ 6,170.40			\$ -			\$ -
70307100	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS - TYPE IV TAPE	SQ FT	\$ 6.00	42	\$ 252.00			\$ -			\$ -
70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	FOOT	\$ 1.50	9585	\$ 14,377.50			\$ -			\$ -
70307130	TEMPORARY PAVEMENT MARKING - LINE 6" - TYPE IV TAPE	FOOT	\$ 1.50	437	\$ 655.50			\$ -			\$ -
70307210	TEMPORARY PAVEMENT MARKING - LINE 24" - TYPE IV TAPE	FOOT	\$ 8.00	46	\$ 368.00			\$ -			\$ -
70400100	TEMPORARY CONCRETE BARRIER	FOOT	\$ 30.00	862.5	\$ 25,875.00			\$ -			\$ -
70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	\$ 10.00	762.5	\$ 7,625.00			\$ -			\$ -
70600241	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	\$ 4,000.00	2	\$ 8,000.00			\$ -			\$ -
70600341	IMPACT ATTENUATORS, RELOCATE (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	\$ 1,500.00	2	\$ 3,000.00			\$ -			\$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	\$ 0.70	1644	\$ 1,150.80			\$ -			\$ -
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	\$ 1.00	488	\$ 488.00			\$ -			\$ -
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	\$ 1.80	71	\$ 127.80			\$ -			\$ -
78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	\$ 1.50	1331	\$ 1,996.50			\$ -			\$ -
78009006	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	\$ 2.25	515	\$ 1,158.75			\$ -			\$ -
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	\$ 1.80	495	\$ 891.00			\$ -			\$ -
85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	\$ 2,000.00	1	\$ 2,000.00			\$ -			\$ -
X5870015	BRIDGE DECK CONCRETE SEALER	SQ FT	\$ 3.00	28948	\$ 86,844.00			\$ -			\$ -
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	\$ 195,000.00	0.25	\$ 48,750.00			\$ -			\$ -
X7200061	TEMPORARY INFORMATION SIGNING	SQ FT	\$ 15.00	77	\$ 1,155.00			\$ -			\$ -
X7830050	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	EACH	\$ 12.00	31	\$ 372.00			\$ -			\$ -
X7830052	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT	EACH	\$ 20.00	31	\$ 620.00			\$ -			\$ -
X8500104	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION (SPECIAL)	EACH	\$ 2,000.00	1	\$ 2,000.00			\$ -			\$ -
X8900104	TEMPORARY TRAFFIC SIGNAL TIMING	EACH	\$ 2,000.00	1	\$ 2,000.00			\$ -			\$ -
X8900106	TEMPORARY TRAFFIC SIGNAL TIMING (SPECIAL)	EACH	\$ 2,000.00	1	\$ 2,000.00			\$ -			\$ -
Z0001800	APPROACH SLAB REPAIR (PARTIAL DEPTH)	SQ YD	\$ 800.00	1	\$ 800.00			\$ -			\$ -
Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES)	SQ FT	\$ 400.00	3	\$ 1,200.00			\$ -			\$ -
Z0016001	DECK SLAB REPAIR (FULL DEPTH, TYPE I)	SQ YD	\$ 3,500.00	1	\$ 3,500.00			\$ -			\$ -
Z0016002	DECK SLAB REPAIR (FULL DEPTH, TYPE II)	SQ YD	\$ 2,500.00	3	\$ 7,500.00			\$ -			\$ -
Z0016200	DECK SLAB REPAIR (PARTIAL)	SQ YD	\$ 1,500.00	13	\$ 19,500.00			\$ -			\$ -
Z0062456	TEMPORARY PAVEMENT	SQ YD	\$ 60.00	99	\$ 5,940.00			\$ -			\$ -
J5701010	MAINTENANCE OF TRAFFIC	L SUM	\$ 575,000.00	0.04	\$ 23,000.00			\$ -			\$ -
JT202009	NON-SPECIAL WASTE DISPOSAL, TYPE 1	CU YD	\$ 250.00	20	\$ 5,000.00			\$ -			\$ -
JT501729	PROTECTIVE SHIELD	SQ YD	\$ 65.00	1219	\$ 79,235.00			\$ -			\$ -
JT602833	CLEAN DRAINAGE SYSTEM, LOCATION 3	EACH	\$ 3,200.00	1	\$ 3,200.00			\$ -			\$ -
Contingency					\$ 21,929.16						
MOBILIZATION					\$ 26,315.00						
SUBTOTAL PAY ITEMS					\$ 486,827.41			\$ -			\$ -
TOTAL CONSTRUCTION COST					\$ 486,827.41			\$ -			\$ -
5% Design Engineering:					\$ 24,341.37			\$ -			\$ -
10% Construction Engineering:					\$ 48,682.74			\$ -			\$ -
TOTAL PARTICIPATION COST:					\$ 559,851.52			\$ -			\$ -

IGA PARTICIPATION COST BREAKDOWN
 DuPage County
 BRIDGE NO. 851 (MEYERS ROAD OVER I-88)
 DESIGN CONTRACT NO. I-24-4947
 CONSTRUCTION CONTRACT NO. RR-25-2023

DATE: 09/23/2025

Exhibit B

WORK INCLUDED IN IGA			IGA ESTIMATE (prepared by DSE during Design)			AS-BID ESTIMATE (prepared by DSE after Contract Award)			FINAL ESTIMATE (prepared by CM during construction)		
PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	ACTUAL QUANTITY	ACTUAL COST
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	\$ 15.00	360	\$ 5,400.00			\$ -			\$ -
44000600	SIDEWALK REMOVAL	SQ FT	\$ 5.00	360	\$ 1,800.00			\$ -			\$ -
44201833	CLASS D PATCHES, TYPE IV, 15 INCH	SQ YD	\$ 150.00	70	\$ 10,500.00			\$ -			\$ -
59000200	EPOXY CRACK INJECTION	FOOT	\$ 80.00	208	\$ 16,640.00			\$ -			\$ -
70107025	CHANGEABLE MESSAGE SIGN	CAL DA	\$ 50.00	14	\$ 700.00			\$ -			\$ -
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	\$ 1.80	3102	\$ 5,583.60			\$ -			\$ -
70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	FOOT	\$ 1.50	9304	\$ 13,956.00			\$ -			\$ -
70400100	TEMPORARY CONCRETE BARRIER	FOOT	\$ 30.00	525	\$ 15,750.00			\$ -			\$ -
70400125	PINNING TEMPORARY CONCRETE BARRIER	EACH	\$ 25.00	156	\$ 3,900.00			\$ -			\$ -
70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	\$ 10.00	650	\$ 6,500.00			\$ -			\$ -
70600241	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	\$ 4,000.00	2	\$ 8,000.00			\$ -			\$ -
70600341	IMPACT ATTENUATORS, RELOCATE (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	\$ 1,500.00	2	\$ 3,000.00			\$ -			\$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	\$ 0.70	5633	\$ 3,943.10			\$ -			\$ -
78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	\$ 1.50	8243	\$ 12,364.50			\$ -			\$ -
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	\$ 1.80	1832	\$ 3,297.60			\$ -			\$ -
X0326766	CLEAN & RESEAL RELIEF JOINT	FOOT	\$ 50.00	143	\$ 7,150.00			\$ -			\$ -
X5870015	BRIDGE DECK CONCRETE SEALER	SQ FT	\$ 3.00	20894	\$ 62,682.00			\$ -			\$ -
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	\$ 195,000.00	0.15	\$ 29,250.00			\$ -			\$ -
X7830050	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	EACH	\$ 12.00	36	\$ 432.00			\$ -			\$ -
X7830052	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT	EACH	\$ 20.00	36	\$ 720.00			\$ -			\$ -
Z0001800	APPROACH SLAB REPAIR (PARTIAL DEPTH)	SQ YD	\$ 800.00	1	\$ 800.00			\$ -			\$ -
Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES)	SQ FT	\$ 400.00	5	\$ 2,000.00			\$ -			\$ -
Z0016200	DECK SLAB REPAIR (PARTIAL)	SQ YD	\$ 1,500.00	5	\$ 7,500.00			\$ -			\$ -
J5701010	MAINTENANCE OF TRAFFIC	L SUM	\$ 575,000.00	0.02	\$ 11,500.00			\$ -			\$ -
JT501729	PROTECTIVE SHIELD	SQ YD	\$ 65.00	328	\$ 21,320.00			\$ -			\$ -
JT602832	CLEAN DRAINAGE SYSTEM, LOCATION 2	EACH	\$ 14,150.00	1	\$ 14,150.00			\$ -			\$ -
Contingency					\$ 13,441.94						
MOBILIZATION					\$ 16,130.33						
SUBTOTAL PAY ITEMS					\$ 298,411.07			\$ -			\$ -
TOTAL CONSTRUCTION COST					\$ 298,411.07			\$ -			\$ -
5% Design Engineering:					\$ 14,920.55			\$ -			\$ -
10% Construction Engineering:					\$ 29,841.11			\$ -			\$ -
TOTAL PARTICIPATION COST:					\$ 343,172.73			\$ -			\$ -

IGA PARTICIPATION COST BREAKDOWN
 DuPage
 BRIDGE NO. 827 (RAYMOND DRIVE OVER I-88)
 DESIGN CONTRACT NO. I-24-4947
 CONSTRUCTION CONTRACT NO. RR-25-2023

DATE: 09/23/2025

Exhibit C

WORK INCLUDED IN IGA			IGA ESTIMATE (prepared by DSE during Design)			AS-BID ESTIMATE (prepared by DSE after Contract Award)			FINAL ESTIMATE (prepared by CM during construction)		
PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	ACTUAL QUANTITY	ACTUAL COST
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	\$ 40.00	1	\$ 40.00			\$ -			\$ -
20200100	EARTH EXCAVATION	CU YD	\$ 40.00	53	\$ 2,120.00			\$ -			\$ -
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	\$ 6.00	484	\$ 2,904.00			\$ -			\$ -
25000210	SEEDING, CLASS 2A	ACRE	\$ 3,500.00	0.10	\$ 350.00			\$ -			\$ -
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	\$ 3.00	9	\$ 27.00			\$ -			\$ -
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	\$ 3.00	9	\$ 27.00			\$ -			\$ -
25100630	EROSION CONTROL BLANKET	SQ YD	\$ 1.25	968	\$ 1,210.00			\$ -			\$ -
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	\$ 3.50	10	\$ 35.00			\$ -			\$ -
28000400	PERIMETER EROSION BARRIER	FOOT	\$ 3.00	441	\$ 1,323.00			\$ -			\$ -
28000510	INLET FILTERS	EACH	\$ 250.00	4	\$ 1,000.00			\$ -			\$ -
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	\$ 15.00	87	\$ 1,305.00			\$ -			\$ -
44201831	CLASS D PATCHES, TYPE III, 15 INCH	SQ YD	\$ 150.00	72	\$ 10,800.00			\$ -			\$ -
X5870015	BRIDGE DECK CONCRETE SEALER	SQ FT	\$ 3.00	2208	\$ 6,624.00			\$ -			\$ -
59000200	EPOXY CRACK INJECTION	FOOT	\$ 80.00	131	\$ 10,480.00			\$ -			\$ -
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	\$ 60.00	87	\$ 5,220.00			\$ -			\$ -
63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	\$ 40.00	112.5	\$ 4,500.00			\$ -			\$ -
63100070	TRAFFIC BARRIER TERMINAL, TYPE 5	EACH	\$ 1,200.00	1	\$ 1,200.00			\$ -			\$ -
63100085	TRAFFIC BARRIER TERMINAL, TYPE 6	EACH	\$ 4,000.00	1	\$ 4,000.00			\$ -			\$ -
63200310	GUARDRAIL REMOVAL	FOOT	\$ 15.00	164	\$ 2,460.00			\$ -			\$ -
66900530	SOIL DISPOSAL ANALYSIS	EACH	\$ 1,400.00	1	\$ 1,400.00			\$ -			\$ -
70107025	CHANGEABLE MESSAGE SIGN	CAL DA	\$ 50.00	14	\$ 700.00			\$ -			\$ -
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	\$ 1.80	3159	\$ 5,686.20			\$ -			\$ -
70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	FOOT	\$ 1.50	9477	\$ 14,215.50			\$ -			\$ -
70400100	TEMPORARY CONCRETE BARRIER	FOOT	\$ 30.00	712.5	\$ 21,375.00			\$ -			\$ -
70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	\$ 10.00	712.5	\$ 7,125.00			\$ -			\$ -
70600241	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	\$ 4,000.00	2	\$ 8,000.00			\$ -			\$ -
70600341	IMPACT ATTENUATORS, RELOCATE (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	\$ 1,500.00	2	\$ 3,000.00			\$ -			\$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	\$ 0.70	4697	\$ 3,287.90			\$ -			\$ -
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	\$ 1.00	302	\$ 302.00			\$ -			\$ -
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	\$ 3.00	187	\$ 561.00			\$ -			\$ -
78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	\$ 1.50	1446	\$ 2,169.00			\$ -			\$ -
78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	\$ 4.00	66	\$ 264.00			\$ -			\$ -
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	\$ 1.80	2504	\$ 4,507.20			\$ -			\$ -
X0322194	POLYMER MODIFIED PORTLAND CEMENT MORTAR	SQ FT	\$ 400.00	2	\$ 800.00			\$ -			\$ -
X0324599	ROD AND CLEAN EXISTING CONDUIT	FOOT	\$ 2.00	288	\$ 576.00			\$ -			\$ -
X0326766	CLEAN & RESEAL RELIEF JOINT	FOOT	\$ 50.00	115	\$ 5,750.00			\$ -			\$ -
X5060704	CLEANING AND PAINTING EXPOSED REBAR	SQ FT	\$ 100.00	3	\$ 300.00			\$ -			\$ -
X5230168	DOWNSPROUT CONNECTION	EACH	\$ 2,500.00	4	\$ 10,000.00			\$ -			\$ -
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	\$ 195,000.00	0.35	\$ 68,250.00			\$ -			\$ -
X7830050	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	EACH	\$ 12.00	34	\$ 408.00			\$ -			\$ -
X7830052	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT	EACH	\$ 20.00	34	\$ 680.00			\$ -			\$ -
X8900106	TEMPORARY TRAFFIC SIGNAL TIMING (SPECIAL)	EACH	\$ 2,000.00	2	\$ 4,000.00			\$ -			\$ -
X8500104	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION (SPECIAL)	EACH	\$ 2,000.00	1	\$ 2,000.00			\$ -			\$ -
Z0012102	CONCRETE BRIDGE DECK SCARIFICATION 3/8 INCH	SQ YD	\$ 30.00	1968	\$ 59,040.00			\$ -			\$ -
Z0012193	BRIDGE DECK THIN POLYMER OVERLAY 3/8"	SQ YD	\$ 75.00	1968	\$ 147,600.00			\$ -			\$ -
Z0012500	CONCRETE CURB REPAIR	FOOT	\$ 175.00	14	\$ 2,450.00			\$ -			\$ -
Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES)	SQ FT	\$ 400.00	28	\$ 11,200.00			\$ -			\$ -
Z0016001	DECK SLAB REPAIR (FULL DEPTH, TYPE I)	SQ YD	\$ 3,500.00	2	\$ 7,000.00			\$ -			\$ -
Z0016002	DECK SLAB REPAIR (FULL DEPTH, TYPE II)	SQ YD	\$ 2,500.00	25	\$ 62,500.00			\$ -			\$ -
J5701010	MAINTENANCE OF TRAFFIC	L SUM	\$ 575,000.00	0.06	\$ 34,500.00			\$ -			\$ -
JT154092	CONTRACT ALLOWANCE FOR UNFORESEEN STRUCTURE WORK	UNIT	\$ 1.00	60000	\$ 60,000.00			\$ -			\$ -
JT202009	NON-SPECIAL WASTE DISPOSAL, TYPE 1	CU YD	\$ 250.00	53	\$ 13,250.00			\$ -			\$ -
JT501729	PROTECTIVE SHIELD	SQ YD	\$ 65.00	1629	\$ 105,885.00			\$ -			\$ -
JT602831	CLEAN DRAINAGE SYSTEM, LOCATION 1	EACH	\$ 23,100.00	1	\$ 23,100.00			\$ -			\$ -
Contingency					\$ 37,375.34						
MOBILIZATION					\$ 44,850.41						
SUBTOTAL PAY ITEMS					\$ 829,732.55			\$ -			\$ -
TOTAL CONSTRUCTION COST					\$ 829,732.55			\$ -			\$ -
5% Design Engineering:					\$ 41,486.63			\$ -			\$ -
10% Construction Engineering:					\$ 82,973.26			\$ -			\$ -
TOTAL PARTICIPATION COST:					\$ 954,192.44			\$ -			\$ -



Technology Requisition \$30,000 and Over

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

File #: TE-P-0018-25

Agenda Date: 11/4/2025

Agenda #: 7.G.1.

AWARDING RESOLUTION ISSUED TO
VERIZON WIRELESS
FOR WIRELESS TABLET AND MACHINE-TO-MACHINE SERVICES
FOR SHERIFF, DEPARTMENT OF TRANSPORTATION,
STORMWATER, AND PUBLIC WORKS
(CONTRACT TOTAL AMOUNT \$33,510.00)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for wireless tablet and machine-to-machine services; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the State of Illinois Master Contract #CMS793372P, the County of DuPage will contract with Verizon Wireless; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Verizon Wireless, for wireless tablet and machine-to-machine services, for the period of November 16, 2025 through September 30, 2026, for Sheriff, Department of Transportation, Stormwater, and Public Works.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for wireless tablet and machine-to-machine services, for the period of November 16, 2025 through September 30, 2026, for Sheriff, Department of Transportation, Stormwater, and Public Works, be, and it is hereby approved for issuance of a contract by the Procurement Division to Verizon Wireless, 254 Congress Dr., New Lenox, IL 60451, for a contract total amount not to exceed \$33,510.00, per contract pursuant to the State of Illinois Master Contract #CMS793372P.

Enacted and approved this 12th day of November, 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			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-2466	RFP, BID, QUOTE OR RENEWAL #: State of IL Master Contract #CMS793372P	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$33,510.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: NOV 4, 2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$33,510.00
	CURRENT TERM TOTAL COST: \$33,510.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Verizon Wireless	VENDOR #: 10597	DEPT: IT	DEPT CONTACT NAME: Joe Bulaga
VENDOR CONTACT: Jeremy Timm	VENDOR CONTACT PHONE: 847-946-3125	DEPT CONTACT PHONE #: 630-407-5151	DEPT CONTACT EMAIL: Joseph.Bulaga@dupagecounty.gov
VENDOR CONTACT EMAIL: jeremy.timm@verizon.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Wireless tablet and machine-to-machine services using pricing on the State of Illinois Master Contract #CMS793372P.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Verizon wireless data services associated with this request are used by DOT, Stormwater, Public Works, and Sheriff. The primary use with the data services is in the M2M connectivity for the monitoring of traffic intersections for DOT and Stormwater locations across the County. There are also department engineers using Verizon data services on their tablets to collect and send information while working in the field. There are no voice services associated with this service.			

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. Purchase in compliance with Governmental Joint Purchasing ACT, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).
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) Staff recommends we continue using Verizon Wireless data service to maintain business continuity. 2) Discontinue service and migrate to another provider, which would impact business continuity.

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: Verizon Wireless	Vendor#: 10597	Dept: IT	Division:
Attn: Jeremy Timm	Email: jeremy.timm@verizon.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 254 Congress Dr.	City: New Lenox	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60451	State: IL	Zip: 60187
Phone: 847-946-3125	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Verizon Wireless	Vendor#: 10597	Dept: IT	Division:
Attn:	Email:	Attn: Joe Bulaga	Email: Joseph.Bulaga@dupagecounty.gov
Address: P.O. Box 25505	City: Lehigh Valley	Address: 421 N. County Farm Road	City: Wheaton
State: PA	Zip: 18002-5505	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5151	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 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		Wireless Services - Sheriff	FY25	1000	4400	53260		140.00	140.00
2	1	EA		Wireless Services - Stormwater	FY25	1600	3000	53260		645.00	645.00
3	1	EA		Wireless Services - DOT - Highway	FY25	1500	3510	53260		905.00	905.00
4	1	EA		Wireless Services - Public Works	FY25	2000	2665	53260		1,000.00	1,000.00
5	1	EA		Wireless Services - Public Works	FY25	2000	2555	53260		1,000.00	1,000.00
6	1	EA		Wireless Services - Public Works	FY25	2000	2640	53260		500.00	500.00
7	1	EA		Wireless Services - Sheriff	FY26	1000	4400	53260		1,385.00	1,385.00
8	1	EA		Wireless Services - Stormwater	FY26	1600	3000	53260		6,420.00	6,420.00
9	1	EA		Wireless Services - DOT - Highway	FY26	1500	3510	53260		9,015.00	9,015.00
10	1	EA		Wireless Services - Public Works	FY26	2000	2665	53260		4,000.00	4,000.00
11	1	EA		Wireless Services - Public Works	FY26	2000	2555	53260		5,500.00	5,500.00
12	1	EA		Wireless Services - Public Works	FY26	2000	2640	53260		3,000.00	3,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 33,510.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to Sarah Godzicki & Joe Bulaga and copy both when emailing PO to vendor. Please add "First Invoice Allowed" date of 11/01/2025.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

STATE OF ILLINOIS CONTRACT AMENDMENT

The undersigned Agency and Vendor, Cellco Partnership dba Verizon Wireless, (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Cellco Partnership d/b/a Verizon Wireless	Address: One Verizon Way, Basking Ridge NJ 07920
Signature: Signature on File	Phone: 240-280-3561
Printed Name: Clifton G. Miller	Fax: NA
Title: Sr. Director – Contract Management	Email: Clifton.Miller@verizonwireless.com
Date: 09/04/2025	

STATE OF ILLINOIS

Procuring Agency: Department of Innovation and Technology	Phone:
Street Address: 120 W Jefferson Street	ALL NOTICES TO: Email: DoIT.ITPO.Communications@Illinois.gov and DoIT.GeneralCounsel@Illinois.gov
City, State ZIP: Springfield, IL 62702	
Official Signature: Signature on File	Date: 09/25/2025
Printed Name: Brandon Ragle	
Official's Title: Acting Secretary	
Legal Signature: Signature on File	Date: 09/24/2025
Legal Printed Name: Radhika Lakhani	
Legal's Title: General Counsel	
Fiscal Signature: Signature on File	Date: 09/24/2025
Fiscal's Printed Name: Mary Feagans	
Fiscal's Title: Chief Fiscal Officer	

Reviewed as to legal
clause sufficiency:
WAW 9/4/25

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# 22037605		Project Title JPMC Verizon Wireless Voice, Data, Equip	
Contract # CMS793372P		Procurement Method (IFB, RFP, Small, etc): RFP	
IPB Ref. # 22037605		IPB Publication Date: 12/11/2015	Award Code: B
Subcontractor Utilization? X Yes <input type="checkbox"/> No		Subcontractor Disclosure? X Yes <input type="checkbox"/> No	
Funding Source JPMC		Obligation #	9100000592
<u>CPO 33 – General Counsel Approval:</u>			
Signature		Printed Name	Date

1. CONTRACT DESCRIPTION (including Original Purchase Order or Contract Number): The Illinois Department of Innovation and Technology and Cellco Partnership dba Verizon Wireless are amending Contract# P-4622/ CMS793372P, JPMC Verizon Wireless Voice, Data, Equipment, a contract to provide wireless voice and data services and equipment..

2. CHANGE ORDER: Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

Yes No

3. DESCRIPTION OF AMENDMENT (Check all that apply, complete blanks and explain as necessary):

3.1. The completion date will be extended, shortened or remain the same.

3.1.1. Original completion date: October 3, 2025.

3.1.2. Revised completion date: October 2, 2026.

3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will stay the same.

3.3. The cost will be increased, decreased or remain the same.

3.4. The supplies or services to be provided will stay the same.

3.5. Subcontractors are being added, deleted, or remain the same.

3.5.1. All contracts with the subcontractors identified above must include the Standard Illinois Certifications.

3.5.2. If the annual value of any of the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

3.5.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Illinois Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed IPG Active Registered Vendor Disclosure (formerly named Forms B) for the subcontractor.

3.5.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

4. EFFECTIVE DATE OF AMENDMENT: Last Date of Execution.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Cellco Partnership

Business Name: dba Verizon Wireless

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number : 22-3372889

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input checked="" type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature on File

Signature of Authorized Representative: _____

Date: 09/04/2025



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	119-448DOIT-ADMIN-P-4622
COMPANY NAME:	Cellco Partnership d/b/a Verizon Wireless
CONTACT PERSON:	Jeremy Timm
CONTACT EMAIL:	jeremy.timm@verizonwireless.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
None to the best of our knowledge.				

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: Clifton Miller, Jr.

Signature: **Signature on File**

Title: Senior Director - Contract Management

Date: October 10, 2025