



DU PAGE COUNTY

Transportation Committee

Regular Meeting Agenda

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

Tuesday, June 6, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [23-1876](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday May 16, 2023.

6. BUDGET TRANSFERS

6.A. [23-1962](#)

Budget Transfer of \$75,000.00 from Construction Engineering Services 1500-3500-54040 to Furniture, Machines, Equipment, small Value 1500-3500-52000. DOT budgeted FY2023 traffic counting in Professional Services, but have determined to do the work in-house, which will require procurement of traffic counting equipment.

7. PROCUREMENT REQUISITIONS

7.A. [23-1982](#)

Recommendation for the approval of a contract to Al Piemonte Ford Sales, Inc., to provide heavy duty body parts and repairs, as needed, for the Division of Transportation, for the period June 7, 2023 through June 30, 2024, for a contract total not to exceed \$15,000; per lowest responsible quote #23-071-DOT.

7.B. [DT-P-0077-23](#)

Recommendation for the approval of a contract to Mac's Body Shop, Inc., for auto body repairs, for the period June 14, 2023 through June 30, 2024, for a contract total not to exceed \$79,900, per lowest responsible Bid #23-071-DOT. (\$29,900 for Division of Transportation and \$50,000 for Sheriff's Office).

8. CHANGE ORDERS

8.A. [23-1874](#)

Fastenal Company-Decrease and Close P.O. # 4942.

- 8.B. [23-1873](#)
Henderson Truck Equipment-Decrease and Close P.O. # 5612.
- 8.C. [23-1872](#)
JX Peterbilt-Decrease and Close P.O. # 5727.
- 8.D. [23-1877](#)
Petroleum Traders Corporation-Decrease and Close P.O. # 5718.
- 8.E. [23-1875](#)
DT-P-0170A-22 - Amendment to Resolution DT-P-0170-22, issued to Morton Salt, Inc., to furnish and deliver bulk rock salt, as needed for the Division of Transportation, to increase the contract by \$6,899.05, resulting in an amended contract total amount of \$1,145,099.05, an increase of 0.61%.

9. AWARDING RESOLUTIONS

- 9.A. [DT-R-0070-23](#)
Awarding Resolution to H & H Electric Company, for LED traffic signal head replacement at various locations within DuPage County, Section 23-TSUPG-07-GM, for an estimated County cost of \$281,985.59; Per lowest responsible bid.
- 9.B. [DT-R-0071-23](#)
Awarding Resolution to H & H Electric Company, for traffic signal uninterrupted power supply (UPS) and communication upgrades at various locations within DuPage County, Section 22-DCITS-01-TL, for an estimated County cost of \$731,047.32; Per lowest responsible bid.
- 9.C. [DT-R-0072-23](#)
Awarding Resolution to Schroeder Asphalt Services, Inc., for the Wayne Township 2023 Road Maintenance Program, Section 23-07000-01-GM-(Estimated Township cost \$1,047,775.75, No County cost); Per lowest responsible bid.

10. AGREEMENTS

- 10.A. [DT-R-0073-23](#)
License agreement between the County of DuPage and Commonwealth Edison Company for construction access and grading work for the improvements of CH9/Lemont Road, from 87th Street to 83rd Street, Section 16-00232-00-CH; (County cost \$1,400.00).

11. INTERGOVERNMENTAL AGREEMENTS

- 11.A. [DT-R-0068-23](#)
Intergovernmental Agreement between the County of DuPage and Illinois State Toll Highway Authority for conveyance of property needed for the reconstruction of the bridge carrying Warrenville Road over the East Branch of the DuPage River, near the Ronald Reagan Memorial Tollway (I-88), for a County cost of \$10.00.

- 12. OLD BUSINESS**
- 13. NEW BUSINESS**
- 14. ADJOURNMENT**



Minutes

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

File #: 23-1876

Agenda Date: 6/6/2023

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, May 16, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

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

MOTION TO ALLOW REMOTE PARTICIPATION

Chair Ozog moved and Member Chaplin seconded a motion to allow Member Zay to participate remotely, under section 7(a) of the Open Meetings Act, at the Transportation Committee meeting. The motion was approved on a roll call vote, all "ayes", motion carried.

2. ROLL CALL

PRESENT	Chaplin, Evans, Ozog, and Tornatore
ABSENT	Covert
REMOTE	Zay

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-1760](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday May 2, 2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. PROCUREMENT REQUISITIONS

6.A. [23-1692](#)

Recommendation for the approval of a contract to Knapheide Equipment Co. - Chicago, to furnish and deliver Force America Parts, for the period June 1, 2023 through May 31, 2024, for a contract total not to exceed \$25,000, per bid 22-085-DOT, first of three (3) one-year renewals.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.B. [DT-P-0071-23](#)

Recommendation for the approval of a contract to Complete Fleet Services, Inc., for on-call repair service and repair parts for diesel trucks and plows, as needed for the Division of Transportation, for the period June 1, 2023 through May 31, 2024, for a contract total not to exceed \$30,000; per bid 22-097-DOT, first of three renewals.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.C. [DT-P-0072-23](#)

Recommendation for the approval of a contract to Kevin's Auto & Diesel Repair, for on-call repair service and repair parts for trucks and plows, as needed for the Division of Transportation, for the period June 1, 2023 through May 31, 2024, for a contract total not to exceed \$30,000; per bid 22-097-DOT, the first of three (3) renewals.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.D. [DT-P-0073-23](#)

Recommendation for the approval of a contract to PreCise MRM, LLC, for Fleet Tracking Equipment and Service Agreement, for the Division of Transportation, for the period of June 1, 2023 through May 31, 2024, for a contract total not to exceed \$34,000; per 55 ILCS 5/5-1022(c) "not suitable to competitive bids" (Sole Source-Software manufacturer and sole maintenance/update provider).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.E. [DT-P-0074-23](#)

Recommendation for the approval of a contract to Compass Minerals America, Inc., to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 1, 2023 through May 31, 2024, for a contract total amount of \$1,331,270; per

lowest responsible bid 23-057-DOT, subject to three (3) one-year renewals.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.F. [DT-P-0075-23](#)

Recommendation for the approval of a contract to Gonzalez Companies, LLC., to provide professional construction engineering services, upon request of the Division of Transportation, for the period of May 23, 2023 through November 30, 2025, for a contract total not to exceed \$500,000; professional services (Architects, Engineers & Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.G. [DT-P-0076-23](#)

Recommendation for the approval of a contract to Tecma Associates, Inc., for professional construction engineering services for various improvements, Section 23-CENGR-12-EG, for the period of May 23, 2023 through November 30, 2025, for a contract total not to exceed \$500,000; professional services (Architects, Engineers & Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et.seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7. **CHANGE ORDERS**

7.A. [23-1691](#)

DT-R-0211A-22 - Amendment to DT-R-0211-22, issued to Utility Dynamics Corporation, for the Street Lighting Improvements along Fabyan Parkway, section 22-00210-05-TL, to increase the funding in the amount of \$625.72, resulting in an amended contract total of \$105,240.42, an increase of 0.60%.

RESULT:	APPROVED AND SENT TO FINANCE
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MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.B. [23-1709](#)

DT-R-0382A-22 – Amendment to Resolution DT-R-0382-22 between the County of DuPage and R. W. Dunteman for the Milton Township Lambert Road improvements; (Correction of Project Section Number).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

MOTION TO COMBINE ITEMS

Chair Ozog moved and Member Chaplin seconded a motion to combine items 7.C. through item 7.L. The motion was approved on voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.C. [23-1701](#)

Ozinga Ready Mix Concrete - Decrease & Close PO #5766

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.D. [23-1703](#)

Plote Construction - Decrease & Close PO #5763

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.E. [23-1704](#)

Vulcan Inc. - Decrease & Close PO #5767

RESULT:	APPROVED
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MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.F. [23-1733](#)

American Surveying & Engineering-Contract Extension PO # 3731-1-SERV.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.G. [23-1734](#)

Atlas Engineering Group, Ltd.-Contract Extension PO # 4284-1-SERV.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.H. [23-1735](#)

Christopher Burke Engineering, Ltd.-Contract Extension PO # 5203-1-SERV.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.I. [23-1736](#)

Ciorba Group-Contract Extension PO # 5339-1-SERV.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.J. [23-1737](#)

Epstein-Contract Extension PO # 5299-1-SERV.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.K. [23-1745](#)

FGM Architects, Inc.-Contract Extension PO # 5300-1-SERV.

RESULT: APPROVED

MOVER: Mary Ozog

SECONDER: Liz Chaplin

7.L. [23-1746](#)

Knight E/A, Inc.-Contract Extension PO # 4557-1-SERV.

RESULT: APPROVED

MOVER: Mary Ozog

SECONDER: Liz Chaplin

8. INTERGOVERNMENTAL AGREEMENTS

8.A. [DT-R-0069-23](#)

Intergovernmental Agreement between the County of DuPage and the Wayne Township Road District, for the 2023 Road Maintenance Program, Section 23-07000-01-GM (No County Cost).

Member Evans requested some background on this item and Director Snyder gave a more detailed explanation.

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog

SECONDER: Liz Chaplin

9. ORDINANCES

9.A. [DT-O-0051-23](#)

Recommendation to Repeal DTo-16-88-The DuPage County Fair Share Transportation Impact Fee Ordinance and Adopt the DuPage County Fair Share Transportation Impact Fee Administration Ordinance.

In response to a question from Member Evans, Director Snyder explained why it is being recommended to repeal the ordinance at this time, citing shifts in travel patterns due to the pandemic, challenges expending the funds, and the need to collect the fee due to rapid population and economic growth has diminished.

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog

SECONDER: Liz Chaplin

10. TRAVEL REQUESTS

MOTION TO COMBINE ITEMS

Chair Ozog moved and Member Chaplin seconded a motion to combine items 10.A. through 10.F. The motion was approved on voice vote, all "ayes".

RESULT: APPROVED
MOVER: Mary Ozog
SECONDER: Liz Chaplin

10.A. [23-1724](#)

Vehicle Maintenance Supervisor to travel to Effingham, Illinois from October 1, 2023 through October 6, 2023 to attend the Illinois Public Service Institute Focus on Service Excellence (2 of 3) to provide training in the areas of supervisory skills, leadership development and service excellence. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of \$1,855.64.

RESULT: APPROVED AT COMMITTEE
MOVER: Mary Ozog
SECONDER: Liz Chaplin

10.B. [23-1725](#)

Project Engineer to travel to Effingham, Illinois from October 1, 2023 through October 6, 2023 to attend the Illinois Public Service Institute Focus on Service Excellence (1 of 3) to provide training in the areas of supervisory skills, leadership development and service excellence. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of \$1,855.64.

RESULT: APPROVED AT COMMITTEE
MOVER: Mary Ozog
SECONDER: Liz Chaplin

10.C. [23-1726](#)

Heavy Equipment Crew Leader to travel to Effingham, Illinois from October 1, 2023 through October 6, 2023 to attend the Illinois Public Service Institute Focus on Service Excellence (1 of 3) to provide training in the areas of supervisory skills, leadership development and service excellence. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of \$1,855.64.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

10.D. [23-1727](#)

Heavy Equipment Crew Leader to travel to Effingham, Illinois from October 1, 2023 through October 6, 2023 to attend the Illinois Public Service Institute Focus on Service Excellence (3 of 3) to provide training in the areas of supervisory skills, leadership development and service excellence. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of \$1,855.64.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

10.E. [23-1728](#)

Heavy Equipment Crew Leader to travel to Effingham, Illinois from October 1, 2023 through October 6, 2023 to attend the Illinois Public Service Institute Focus on Service Excellence (3 of 3) to provide training in the areas of supervisory skills, leadership development and service excellence. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of \$1,855.64.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

10.F. [23-1729](#)

Heavy Equipment Crew Leader to travel to Effingham, Illinois from October 1, 2023 through October 6, 2023 to attend the Illinois Public Service Institute Focus on Service Excellence (2 of 3) to provide training in the areas of supervisory skills, leadership development and service excellence. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of \$1,855.64.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

11. OLD BUSINESS

Director Snyder informed the Committee of the decision of the Coalition opposed to the Canadian Pacific and Kansas City Southern Railway merger to file an appeal to the Surface Transportation Board's (STB) merger approval. The appeal is based on the Coalition's position that the STB failed to take a "hard look" at the impact of the merger on the Coalition communities and asks that a supplemental Environmental Impact Study be undertaken to more robustly analyze the impacts and appropriate mitigation measures needed as a result of the merger.

Nick Kottmeyer, Chief Administrative Officer, introduced a discussion of replacing Chris Snyder, who is both the Director of Transportation and County Engineer. Both positions are defined by state statute, and, for DuPage County, both are required. Mr. Kottmeyer recommended that Mr. Snyder's current position be replaced by a separate Director of Transportation and separate County Engineer. Mr. Kottmeyer noted that this recommended shift in organizational structure reflects the increase in transportation revenues through the Rebuild Illinois Program, our own county option motor fuel tax, and adoption of the DOT's \$1.2B Long Range Transportation Plan. The role of County Engineer would prioritize the annual and multi-year capital program development, monitoring, and delivery. The Director of Transportation would be responsible for the overall management and administration of the Division of Transportation. It is intended to initiate the recruitment process soon and to hire these two positions to allow for overlap and transition of roles and responsibilities while Mr. Snyder is still with the county. Following discussion, the Transportation Committee was favorable to this organizational change and recruitment timeline.

Chair Ozog welcomed Christine Rose, from Pace, to our meeting.

Member Chaplin thanked Director Snyder for assisting her with an issue with one of her constituents. She also commented that she has reservations as to the success of an appeal of the railroad merger.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

With no further business, the meeting was adjourned at 10:27 AM.



Budget Transfer

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

File #: 23-1962

Agenda Date: 6/6/2023

Agenda #: 6.A.

**DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022**

From: 1500
Company #

DOT ADMINISTRATION
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	
3500	54040		CONSTRUCTION ENGINEERING SVC	\$ 75,000.00	5,278,049.24	5,203,049.24	5/26/23
Total				\$ 75,000.00			

To: 1500
Company #

DOT ADMINISTRATION
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	
3500	52000		FURN/MACH/EQUIP SMALL VALUE	\$ 75,000.00	18,618.17	93,618.17	5/26/23
Total				\$ 75,000.00			

Reason for Request:

DOT budgeted FY2023 traffic counting in professional services. We have determined that traffic counting will be done in-house, and will need to procure and replace traffic counting equipment to proceed.

Signature on File _____

Signature on File _____

Activity _____

(optional)

Chief Financial Officer _____

5/26/23
Date
5/30/23
Date

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____		Released & Posted By/Date _____	

DOT - 6/6/23

FLN/CB - 6/13/23



Transportation Requisition under \$30,000

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

File #: 23-1982

Agenda Date: 6/6/2023

Agenda #: 7.A.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #23-071-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$15,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 06/06/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Al Piemonte Ford Sales, Inc.	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: John Fakhoury	VENDOR CONTACT PHONE: 708-345-1575	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: jf@apford.com	VENDOR WEBSITE: 23-1500-49	DEPT REQ #: 23-1500-49	
Overview			
<p>DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).</p> <p>DOT Fleet is requesting a purchase order to Al Piemonte Ford, to provide Heavy Duty Body Repairs on an as-needed basis. Effective June 7, 2023 through June 30, 2024, for a contract total not to exceed \$15,000.00, per low bid #23-071-DOT, this contract is subject to three (3) one-year renewals upon mutual agreement.</p> <ul style="list-style-type: none">- Body Labor \$65- Paint Labor \$65- Paint & Supplies \$42- Mechanical \$185- Frame Work \$95- Towing Charges (one-way) \$400- Discount (30%) off list price. <p>JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished</p> <p>To provide Heavy Duty Body Repairs on County owned and operated vehicles.</p>			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Al Piemonte Ford Sales, Inc.	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: John Jakhoury	Email: jf@apford.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 2500 W. North Avenue	City: Melrose Park	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60160	State: IL	Zip: 60187
Phone: 708-345-1575	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Al Piemonte Ford Sales, Inc.	Vendor#:	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 2500 W. North Avenue	City: Melrose Park	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60160	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 7, 2023	Contract End Date (PO25): Jun 30, 2024
Contract Administrator (PO25): Roula Eikosidekas			

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		Heavy Duty Body Repairs	FY23	1500	3520	53380		7,500.00	7,500.00
2	1	EA		Heavy Duty Body Repairs	FY24	1500	3520	53380		7,500.00	7,500.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 15,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Heavy Duty Body Repairs for the DOT Fleet for a one-year term.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to John Jakhoury, Bill Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☒ W-9 ☒ Vendor Ethics Disclosure Statement



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
AUTOMOTIVE AND HEAVY-DUTY BODY REPAIR 23-071-DOT
BID TABULATION**

				Al Piemonte Ford Sales		Mac's Body Shop Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
SECTION 1: Automotive Body Repair							
1	Body Labor	HR	250	\$ 60.00	\$ 15,000.00	\$ 52.00	\$ 13,000.00
2	Paint Labor	HR	100	\$ 60.00	\$ 6,000.00	\$ 52.00	\$ 5,200.00
3	Paint and Suplies	HR	100	\$ 39.00	\$ 3,900.00	\$ 33.00	\$ 3,300.00
4	Mechanical	HR	100	\$ 165.00	\$ 16,500.00	\$ 80.00	\$ 8,000.00
5	Frame	HR	50	\$ 95.00	\$ 4,750.00	\$ 80.00	\$ 4,000.00
6	Towing Charge	1-way	20	\$ 250.00	\$ 5,000.00	\$ 125.00	\$ 2,500.00
SECTION 2: Automotive Motor Crash Guide							
NO.	ITEM	EST. VALUE		% MARK-UP DISCOUNT	EXTENDED PRICE	% MARK-UP DISCOUNT	EXTENDED PRICE
7	Annual Expected Expenditure	\$10,000.00		-30.00%	\$ 7,000.00	-5.00%	\$ 9,500.00
TOTAL: AUTOMOTIVE BODY REPAIR					\$ 58,150.00		\$ 45,500.00



				Al Piemonte Ford Sales		Mac's Body Shop Inc.	
SECTION 3: Heavy-Duty Body Repair							
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
8	Body Labor	HR	100	\$ 65.00	\$ 6,500.00	No Bid	
9	Paint Labor	HR	40	\$ 65.00	\$ 2,600.00	No Bid	
10	Paint and Suplies	HR	40	\$ 42.00	\$ 1,680.00	No Bid	
11	Mechanical	HR	50	\$ 185.00	\$ 7,400.00	No Bid	
12	Frame	HR	40	\$ 95.00	\$ 3,800.00	No Bid	
13	Towing Charge	1-way	6	\$ 400.00	\$ 2,400.00	No Bid	
SECTION 4: Heavy-Duty Motor Crash Guide							
NO.	ITEM	EST. VALUE		% MARK-UP DISCOUNT	EXTENDED PRICE	% MARK-UP DISCOUNT	EXTENDED PRICE
14	Annual Expected Expenditure	\$10,000.00		-30.00%	\$ 7,000.00	No Bid	
TOTAL: HEAVY-DUTY BODY REPAIR					\$ 31,380.00		\$ -

NOTES

Bid Opening 5/11/2023 @ 2:30 PM	VC, NE
Invitations Sent	21
Total Vendors Requesting Documents	0
Total Bid Responses	2

SECTION 7 - BID FORM PRICING

The quantities shown are approximate and are intended to establish pricing. The County reserves the right to change any of the quantities to meet its requirements and to order as needed. Prices shall remain constant for the duration of the contract. All goods shall be F.O.B. Destination.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 1: Automotive Body Repair					
1	Body Labor	HR	250	\$ 60.00	\$ 15,000.00
2	Paint Labor	HR	100	\$ 60.00	\$ 6,000.00
3	Paint and Supplies	HR	100	\$ 39.00	\$ 3,900.00
4	Mechanical	HR	100	\$ 165.00	\$ 16,500.00
5	Frame	HR	50	\$ 95.00	\$ 4,750.00
6	Towing Charge	1-way	20	\$ 250.00	\$ 5,000.00
NO.	ITEM	EST. VALUE	% MARK-UP/DISCOUNT LIST PRICE IN THE MOTOR CRASH GUIDE		EXTENDED PRICE
SECTION 2 - Automotive Motor Crash Guide					
Provide a percentage markup or discount off list price in the Motor Crash Guide.					
7	Annual Expected Expenditure	\$10,000	+ 30	%	\$ 7,000.00
TOTAL SECTION 1 & 2					\$ 58,150.00

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 3 - Heavy-Duty Body Repair					
8	Body Labor	HR	100	\$ 65.00	\$ 6,500.00
9	Paint Labor	HR	40	\$ 65.00	\$ 2,600.00
10	Paint and Supplies	HR	40	\$ 42.00	\$ 1,680.00
11	Mechanical	HR	50	\$ 185.00	\$ 9,250.00
12	Frame	HR	40	\$ 95.00	\$ 3,800.00
13	Towing Charge	1-way	6	\$ 400.00	\$ 2,400.00
Section 4 - Heavy-Duty Motor Crash Guide Provide a percentage markup or discount off list price in the Motor Crash Guide.					
NO.	ITEM	EST. VALUE	% MARK-UP/DISCOUNT LIST PRICE IN THE MOTOR CRASH GUIDE		EXTENDED PRICE
14	Annual Expected Expenditure	\$10,000	+ 30	%	\$ 7,000.00
TOTAL SECTION 3 & 4					\$ 33,230.00
GRAND TOTAL					\$ 91,380.00

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X _____ Signature on File
(Signature and Title) President

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 9TH day of MAY AD, 2023

(Notary Public) Signature on File
My Commission Expires: 10/14/2026

MARK GREGORY
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 14, 2026

SEAL

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Al Piemonte Ford Sales, Inc.	NAME	Al Piemonte Ford Sales, Inc.
CONTACT	John Fakhoury	CONTACT	John Fakhoury
ADDRESS	2500 W North Ave.	ADDRESS	2500 W North Ave.
CITY ST ZIP	Melrose Park, IL 60160	CITY ST ZIP	Melrose Park, IL 60160
TX	708-345-1575	TX	708-345-1575
FX	708-345-8970	FX	708-345-8970
EMAIL	jf@apford.com	EMAIL	jf@apford.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6900 EMAIL: DOTFinance@dupageco.org		DuPage County Fleet Maintenance Building 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6931 EMAIL: William Bell@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
(FREIGHT INCLUDED IN PRICE)



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: 5/9/23

Bid/Contract/PO #: _____

Company Name: <u>AL PIEMONTE FORD SALES, INC</u>	Company Contact: <u>JOHN FARHOUKY</u>
Contact Phone: <u>708-345-9300</u>	Contact Email: <u>JF@APFORD.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 resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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

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

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

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

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

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

Authorized Signature

Printed Name

Title

Date

Rosanna Piemonte

President

05/09/2023

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0077-23

Agenda Date: 6/6/2023

Agenda #: 7.B.

AWARDING RESOLUTION ISSUED TO MAC'S BODY SHOP, INC.
TO PROVIDE AUTO BODY REPAIRS AS NEEDED
FOR THE DIVISION OF TRANSPORTATION AND SHERIFF'S OFFICE
(CONTRACT TOTAL NOT TO EXCEED \$79,900.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee and Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Mac's Body Shop, Inc., to provide auto body repairs, as needed for the Division of Transportation and Sheriff's Office, for the period June 14, 2023 through June 30, 2024.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide auto body repairs, as needed, for the period June 14, 2023 through June 30, 2024 is hereby approved for issuance to Mac's Body Shop, Inc., 652 West Lake Street, Addison, Illinois 60101, for a contract total amount not to exceed \$79,900.00, per lowest responsible bid #23-071-DOT. (Division of Transportation \$29,900.00 and Sheriff's Office \$50,000.00).

Enacted and approved this 13th day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #23-071-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$79,900.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 06/06/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$319,600.00
	CURRENT TERM TOTAL COST: \$79,900.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Mac's Body Shop Inc.	VENDOR #: 10197	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: John McNicholas	VENDOR CONTACT PHONE: 630-462-1455	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: macsbs@aol.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-48	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Requesting a purchase order to Mac's Body Shop, to provide Automotive Body Repairs, for the DOT Fleet and the Sheriff's Office. Effective June 14, 2023 through June 30, 2024, for a contract total not to exceed \$79,900.00, (DOT in the amount of \$29,900.00 and Sheriff's Office in the amount of \$50,000.00), per low bid #23-071-DOT. - Body Labor \$52 - Paint Labor \$52 - Paint & Supplies \$33 - Mechanical \$80 - Frame Work \$80 - Towing Charges (one-way) \$125 - Discount (5%) off list price.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Automotive body repair services are needed to repair damaged to County owned vehicles for DOT and Sheriff's under the responsibility of the Division of Transportation.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Mac's Body Shop Inc.	Vendor#: 10197	Dept: Division of Transportation	Division: Accounts Payable
Attn: John McNicholas	Email: macsbs@aol.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 652 W. Lake Street	City: Addison	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone: 630-462-1455	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Mac's Body Shop Inc.	Vendor#: 10197	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 652 W. Lake Street	City: Addison	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 14, 2023	Contract End Date (PO25): Jun 30, 2024
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT - Auto Body Repairs	FY23	1500	3520	53380		14,950.00	14,950.00
2	1	EA		DOT - Auto Body Repairs	FY24	1500	3520	53380		14,950.00	14,950.00
3	1	EA		Sheriff's - Auto Body Repairs	FY23	1000	4400	53380		25,000.00	25,000.00
4	1	EA		Sheriff's - Auto Body Repairs	FY24	1000	4400	53380		25,000.00	25,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 79,900.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Automotive Body Repairs for the DOT Fleet & Sheriff's Office for a one-year term.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to John McNicholas, Bill Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☒ W-9 ☒ Vendor Ethics Disclosure Statement



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
AUTOMOTIVE AND HEAVY-DUTY BODY REPAIR 23-071-DOT
BID TABULATION

				Al Piemonte Ford Sales		Mac's Body Shop Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
SECTION 1: Automotive Body Repair							
1	Body Labor	HR	250	\$ 60.00	\$ 15,000.00	\$ 52.00	\$ 13,000.00
2	Paint Labor	HR	100	\$ 60.00	\$ 6,000.00	\$ 52.00	\$ 5,200.00
3	Paint and Suplies	HR	100	\$ 39.00	\$ 3,900.00	\$ 33.00	\$ 3,300.00
4	Mechanical	HR	100	\$ 165.00	\$ 16,500.00	\$ 80.00	\$ 8,000.00
5	Frame	HR	50	\$ 95.00	\$ 4,750.00	\$ 80.00	\$ 4,000.00
6	Towing Charge	1-way	20	\$ 250.00	\$ 5,000.00	\$ 125.00	\$ 2,500.00
SECTION 2: Automotive Motor Crash Guide							
NO.	ITEM	EST. VALUE		% MARK-UP DISCOUNT	EXTENDED PRICE	% MARK-UP DISCOUNT	EXTENDED PRICE
7	Annual Expected Expenditure	\$10,000.00		-30.00%	\$ 7,000.00	-5.00%	\$ 9,500.00
TOTAL: AUTOMOTIVE BODY REPAIR					\$ 58,150.00		\$ 45,500.00

				Al Piemonte Ford Sales		Mac's Body Shop Inc.	
SECTION 3: Heavy-Duty Body Repair							
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
8	Body Labor	HR	100	\$ 65.00	\$ 6,500.00	No Bid	
9	Paint Labor	HR	40	\$ 65.00	\$ 2,600.00	No Bid	
10	Paint and Suplies	HR	40	\$ 42.00	\$ 1,680.00	No Bid	
11	Mechanical	HR	50	\$ 185.00	\$ 7,400.00	No Bid	
12	Frame	HR	40	\$ 95.00	\$ 3,800.00	No Bid	
13	Towing Charge	1-way	6	\$ 400.00	\$ 2,400.00	No Bid	
SECTION 4: Heavy-Duty Motor Crash Guide							
NO.	ITEM	EST. VALUE		% MARK-UP DISCOUNT	EXTENDED PRICE	% MARK-UP DISCOUNT	EXTENDED PRICE
14	Annual Expected Expenditure	\$10,000.00		-30.00%	\$ 7,000.00	No Bid	
TOTAL: HEAVY-DUTY BODY REPAIR					\$ 31,380.00		\$ -

NOTES

Bid Opening 5/11/2023 @ 2:30 PM	VC, NE
Invitations Sent	21
Total Vendors Requesting Documents	0
Total Bid Responses	2

SECTION 7 - BID FORM PRICING

The quantities shown are approximate and are intended to establish pricing. The County reserves the right to change any of the quantities to meet its requirements and to order as needed. Prices shall remain constant for the duration of the contract. All goods shall be F.O.B. Destination.

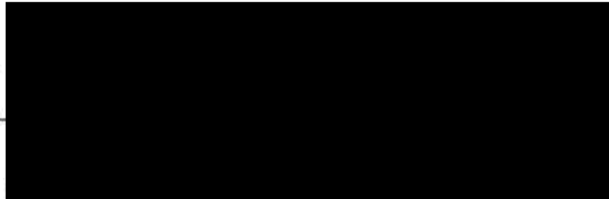
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 1: Automotive Body Repair					
1	Body Labor	HR	250	\$ 52.00	\$ 13,000.00
2	Paint Labor	HR	100	\$ 52.00	\$ 5,200.00
3	Paint and Supplies	HR	100	\$ 33.00	\$ 3,300.00
4	Mechanical	HR	100	\$ 80.00	\$ 8,000.00
5	Frame	HR	50	\$ 80.00	\$ 4,000.00
6	Towing Charge	1-way	20	\$ 125.00	\$ 2,500.00
NO.	ITEM		EST. VALUE	% MARK-UP/DISCOUNT LIST PRICE IN THE MOTOR CRASH GUIDE	EXTENDED PRICE
SECTION 2 - Automotive Motor Crash Guide Provide a percentage markup or discount off list price in the Motor Crash Guide.					
7	Annual Expected Expenditure		\$10,000	+10 - 5.00 %	\$ -500.00
TOTAL SECTION 1 & 2					\$ 35,500.00

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 3 - Heavy-Duty Body Repair					
8	Body Labor	HR	100	\$	\$
9	Paint Labor	HR	40	\$	\$
10	Paint and Supplies	HR	40	\$	\$
11	Mechanical	HR	50	\$	\$
12	Frame	HR	40	\$	\$
13	Towing Charge	1-way	6	\$	\$
Section 4 - Heavy-Duty Motor Crash Guide Provide a percentage markup or discount off list price in the Motor Crash Guide.					
NO.	ITEM		EST. VALUE	% MARK-UP/DISCOUNT LIST PRICE IN THE MOTOR CRASH GUIDE	EXTENDED PRICE
14	Annual Expected Expenditure		\$10,000	+ / - %	\$
TOTAL SECTION 3 & 4					\$
GRAND TOTAL					\$

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X



CORPORATE SEAL
(If available)

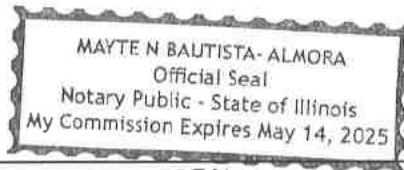
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 9th day of May AD, 2023



(Notary Public)

My Commission Expires: 5/14/25



SEAL

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	John McNicholas	NAME	Mac's Body Shop
CONTACT	John	CONTACT	John
ADDRESS	652 W. Lake St.	ADDRESS	652 W. Lake St.
CITY ST ZIP	Addison IL 60101	CITY ST ZIP	Addison, IL 60101
TX	630-462-1455	TX	630-462-1455
FX	630-396-2242	FX	630-396-2242
EMAIL	Mac'sBS@AOL.com	EMAIL	Mac'sBS@AOL.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6900 EMAIL: DOTFinance@dupageco.org		DuPage County Fleet Maintenance Building 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6931 EMAIL: William Bell@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED
(FREIGHT INCLUDED IN PRICE)



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: _____

Bid/Contract/PO #: _____

Company Name: <u>Mac's Body Shop Inc</u>	Company Contact: <u>John</u>
Contact Phone: <u>630-462-1455/630-543-5650</u>	Contact Email: <u>Macsbbs@aol.com</u>

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

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

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

- 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:

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

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

Authorized Signature

[Redacted Signature]

Printed Name

John McNicholas

Title

Sec

Date

5/9/23

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



Change Order

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

File #: 23-1874

Agenda Date: 6/6/2023

Agenda #: 8.A.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Apr 19, 2023

MinuteTraq (IQM2) ID #:

Purchase Order #: 4942-SERV	Original Purchase Order Date: Nov 10, 2020	Change Order #: 1	Department: Transportation
Vendor Name: Fastenal Company		Vendor #: 11779	Dept Contact: Ying Liu Almanza
Background and/or Reason for Change Order Request:	Contract to furnish and deliver Maintenance, Repair and Operating (MRO) Supplies (12/01/20 - 01/25/23). Decrease remaining encumbrance and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE	
A Starting contract value	\$75,000.00
B Net \$ change for previous Change Orders	\$0.00
C Current contract amount (A + B)	\$75,000.00
D Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$15,643.70)
E New contract amount (C + D)	\$59,356.30
F Percent of current contract value this Change Order represents (D / C)	-20.86%
G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-20.86%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

yla	6911	Apr 19, 2023	WS	5/12/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	MCN	5/24/23	Date
Procurement Officer				
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Change Order

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

File #: 23-1873

Agenda Date: 6/6/2023

Agenda #: 8.B.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Apr 19, 2023

MinuteTraq (IQM2) ID #:

Purchase Order #: S612-SERV	Original Purchase Order Date: Dec 13, 2022	Change Order #: 2	Department: Division of Transportation
Vendor Name: Henderson Truck Equipment		Vendor #: 12170	Dept Contact: Ying Liu Almanza
Background and/or Reason for Change Order Request:	Contract to furnish and deliver Henderson OEM repair and replacement parts for the period 02/01/22 - 01/31/23. Decrease remaining encumbrance and close out contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$24,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$24,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$17,850.21)
E	New contract amount (C + D)	\$6,149.79
F	Percent of current contract value this Change Order represents (D / C)	-74.38%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-74.38%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

yla	6911	Apr 19, 2023	WS	5/12/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	5/24/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Change Order

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

File #: 23-1872

Agenda Date: 6/6/2023

Agenda #: 8.C.



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

Date: Apr 19, 2023

MinuteTraq (IQM2) ID #:

Purchase Order #: 5727-SERV	Original Purchase Order Date: Mar 30, 2022	Change Order #: 1	Department: Transportation
Vendor Name: JX Peterbilt		Vendor #: 24920	Dept Contact: Ying Liu Almanza
Background and/or Reason for Change Order Request:	Contract to furnish and deliver Cummins Engine repair and replacement parts for the period 03/30/22 - 02/28/23. Decrease remaining encumbrance and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$20,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$20,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$19,163.27)
E	New contract amount (C + D)	\$836.73
F	Percent of current contract value this Change Order represents (D / C)	-95.82%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-95.82%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

yla	6911	Apr 19, 2023	LLS	5/12/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	5/24/23	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Change Order

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

File #: 23-1877

Agenda Date: 6/6/2023

Agenda #: 8.D.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: May 8, 2023

MinuteTraq (IQM2) ID #:

Consent
DOT 6/6 kbc
CB 6/13

Purchase Order #: 5718-1-SERV	Original Purchase Order Date: Apr 1, 2022	Change Order #: 5	Department: Division of Transportation
Vendor Name: Petroleum Traders Corporation		Vendor #: 30686	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Contract purchase order to furnish and deliver gasoline & diesel fuel for DOT/PW/FM through March 31, 2023. Decrease remaining encumbrance and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$1,275,000.00
B	Net \$ change for previous Change Orders	\$975,000.00
C	Current contract amount (A + B)	\$2,250,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$532,328.55)
E	New contract amount (C + D)	\$1,717,671.45
F	Percent of current contract value this Change Order represents (D / C)	-23.66%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	34.72%
DECISION MEMO NOT REQUIRED		

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

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

kbc	6892	May 8, 2023	WS	5/12/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	5/24/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Change Order

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

File #: 23-1875

Agenda Date: 6/6/2023

Agenda #: 8.E.

DT-P-0170A-22

AMENDMENT TO RESOLUTION DT-P-0170-22
ISSUED TO MORTON SALT, INC.
TO FURNISH AND DELIVER BULK ROCK SALT
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(INCREASE COUNTY COST \$6,899.05, +0.61%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0170-22 on May 24th, 2022, issued to Morton Salt, Inc., to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 1, 2022 through May 31, 2023; and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation is \$1,138,200.00; and

WHEREAS, an increase in the amount of \$6,899.05 is necessary to process the final invoice; and

WHEREAS, the circumstances that necessitate the change in costs were not reasonably foreseeable at the time the contract was signed; and

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

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-P-0170-22 is amended to reflect a cost of \$1,145,099.05 instead of and in place of a costs of \$1,138,200.00, an increase of \$6,899.05, +.61%.

Enacted and approved this 13th Day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: May 8, 2023

MinuteTraq (IQM2) ID #:

Purchase Order #: 5902-1-SERV	Original Purchase Order Date: Jun 1, 2022	Change Order #: 2	Department: Division of Transportation
Vendor Name: Morton Salt		Vendor #: 10435	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	To Provide Bulk Rock Salt De-Icer for the 2022-2023 winter season. Increase contract to pay final invoices.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$1,138,200.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$1,138,200.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$6,899.05
E	New contract amount (C + D)	\$1,145,099.05
F	Percent of current contract value this Change Order represents (D / C)	0.61%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.61%
DECISION MEMO NOT REQUIRED		

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

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

kbc	6892	May 8, 2023	<i>WS</i>	5/12/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Date
REVIEWED BY (Initials Only)				
Buyer	Date	<i>ACM</i>	Procurement Officer	5/24/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Decision Memo

Procurement Services Division

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

Date: May 8, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Mike Figuray
Contact Email: michael.figuray@dupageco.org	Contact Phone: 6920
Vendor Name: Morton Salt	Vendor #: 10435

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

Contract purchase order to furnish and deliver Bulk Rock Salt for road deicing for the 2022 & 2023 winter snow season. Requesting a 0.61% increase is needed to pay final invoices.

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

Bulk Rock Salt is the main commodity used for snow and ice operations on campus and County maintained roadways & right of ways for the winter snow season.

Strategic Impact

Quality of Life

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Salt orders are placed by the County based on projected needs. Due to contract terms requiring DuPage County to accept a minimum of 500 ton loads, in order to prefill out domes for next season we were contractually required to accept this last 500 ton order which put us over the budgeted contract amount.

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

Per low bid #22-044-DOT.

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

DOT staff recommends approval of a change order request to increase the Morton Salt contract by \$6,899.05.

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

There is sufficient FY2023 funds for this increase.

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Date: 04/25/2023

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

Bid/Contract/PO #:

Company Name: <u>Morton Salt, Inc.</u>	Company Contact: <u>Aimee Wilson</u>
Contact Phone: <u>313-488-1910</u>	Contact Email: <u>awilson3@mortonsalt.com</u>

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Anthony T. Patton

Title

Director, Bulk Deicing US Government Sales

Date

4/25/2023

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



Transportation Resolution

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

File #: DT-R-0070-23

Agenda Date: 6/6/2023

Agenda #: 9.A.

AWARDING RESOLUTION
TO H & H ELECTRIC COMPANY
LED TRAFFIC SIGNAL HEAD REPLACEMENT
AT VARIOUS LOCATIONS WITHIN DU PAGE COUNTY
SECTION 23-TSUPG-07-GM
(COUNTY COST: \$281,985.59)

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

WHEREAS, the County of DuPage has published a contract proposal for LED Traffic Signal Head Replacement at various intersections within DuPage County, Section 23-TSUPG-07-GM, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2023 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

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

<u>NAME</u>	<u>AMOUNT</u>
H & H Electric Company	\$281,985.59
Meade, Inc.	\$350,106.45

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to H & H Electric Company for their submission of the lowest, most responsible bid in the amount of \$281,985.59.

NOW, THEREFORE, BE IT RESOLVED that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to H & H Electric Company (2830 Commerce Street, Franklin Park, Illinois 60131); and

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

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

BE IT FURTHER RESOLVED that the Chair and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with H & H Electric Company.

Enacted and approved this 13th day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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: 05/26/2023

Bid/Contract/PO #: 23-TSUPG-07-GM

Company Name: <u>H&H Electric Co.</u>	Company Contact: <u>Louie Veneziano</u>
Contact Phone: <u>708-453-2222</u>	Contact Email: <u>louie.veneziano@hh-electric.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 resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Louie Veneziano

Title

President

Date

05/26/2023

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



Transportation Resolution

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

File #: DT-R-0071-23

Agenda Date: 6/6/2023

Agenda #: 9.B.

AWARDING RESOLUTION
TO H & H ELECTRIC COMPANY
FOR TRAFFIC SIGNAL UNINTERRUPTED POWER SUPPLY (UPS) AND COMMUNICATION
UPGRADES
AT VARIOUS LOCATIONS WITHIN DU PAGE COUNTY
SECTION 22-DCITS-01-TL
(COUNTY COST: \$731,047.32)

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

WHEREAS, the County of DuPage has published a contract proposal for the Traffic Signal UPS and Communication Upgrades at various intersections within DuPage County, Section 22-DCITS-01-TL, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2023 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

WHEREAS, the following bid was received in compliance with the contract proposal:

NAME	AMOUNT
H & H Electric Company	\$731,047.32

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to H & H Electric Company for their submission of the lowest, most responsible bid in the amount of \$731,047.32.

NOW, THEREFORE, BE IT RESOLVED that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to H & H Electric Company, 2830 Commerce Street, Franklin Park, Illinois 60131; and

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

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

BE IT FURTHER RESOLVED that the Chair and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with H & H Electric Company.

Enacted and approved this 13th day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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: 05/26/2023

Bid/Contract/PO #: 22-DCITS-01-TL

Company Name: <u>H&H Electric Co.</u>	Company Contact: <u>Louie Veneziano</u>
Contact Phone: <u>708-453-2222</u>	Contact Email: <u>louie.veneziano@hh-electric.com</u>

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Louie Veneziano

Title

President

Date

05/26/2023

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



Transportation Resolution

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

File #: DT-R-0072-23

Agenda Date: 6/6/2023

Agenda #: 9.C.

AWARDING RESOLUTION
TO SCHROEDER ASPHALT SERVICES, INC.
FOR WAYNE TOWNSHIP 2023 ROAD MAINTENANCE
SECTION 23-07000-01-GM
(ESTIMATED TOWNSHIP COST: \$1,047,775.75)

WHEREAS, the Wayne Township Highway Commissioner is authorized and empowered, with the approval of the County Engineer and the Illinois Department of Transportation, to construct, repair, and improve Township roads, bridges, and appurtenances using Motor Fuel Tax Funds; and

WHEREAS, the County of DuPage, on behalf of the Wayne Township Road District, has published a contract proposal for the 2023 Road Maintenance Program, Section 23-07000-01-GM, setting forth the terms, conditions, and specifications, a copy of which is incorporated herein by reference; and

WHEREAS, the following bids were received in compliance with the contract proposal for the above referenced section:

<u>NAME</u>	<u>BID AMOUNT</u>
Schroeder Asphalt Services, Inc.	\$1,047,775.75
J. A. Johnson Paving, Inc.	\$1,128,780.92
Plote Construction, Inc.	\$1,133,711.70
Brothers Asphalt	\$1,143,160.95
Arrow Road Construction Company	\$1,177,130.55
Geneva Construction Company	\$1,183,542.10

; and

WHEREAS, Schroeder Asphalt Services, Inc. was the lowest, most responsible bidder; and

WHEREAS, the Wayne Township Highway Commissioner has approved the bid proposal of \$1,047,775.75; and

WHEREAS, it is in the best interest of the County to award a contract for the Wayne Township 2023 Road Maintenance Program to Schroeder Asphalt Services, Inc.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with all terms of the contract proposal previously published by the County, be, and is hereby awarded on behalf of the Wayne Township Road District to Schroeder Asphalt Services, Inc. for their bid in the amount of \$1,047,775.75; and

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

BE IT FURTHER RESOLVED, that the Chair and Clerk of the DuPage County Board be, and they are hereby authorized and directed to execute the aforesaid contract with said Schroeder Asphalt Services, Inc., subject to the approval of the Illinois Department of Transportation; and;

BE IT FURTHER RESOLVED, that the County Clerk transmit copies of this Resolution to the Illinois Department of Transportation and the Wayne Township Highway Commissioner, by and through the DuPage County Division of Transportation.

Enacted and approved this 13th day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

WHEATON, ILLINOIS 60187

CITY, STATE, ZIP



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: **05/09/2023**

Bid/Contract/PO #: **23-07000-01-GM**

Company Name: Schroeder Asphalt Services, Inc.	Company Contact: Rachael McDow
Contact Phone: 815-923-4380	Contact Email: Rachael@schroederasphalt.com

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Ronald Schroeder

Title

President

Date

05/09/2023

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



Transportation Resolution

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

File #: DT-R-0073-23

Agenda Date: 6/6/2023

Agenda #: 10.A.

LICENSE AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
COMMONWEALTH EDISON COMPANY
CH 9/LEMONT ROAD FROM 83RD STREET TO 87TH STREET
(NORTHWEST CORNER OF 87TH STREET)
FOR CONSTRUCTION ACCESS AND GRADING WORK
SECTION 16-00232-00-CH (COUNTY COST \$1,400.00)

WHEREAS, in order to ensure the safety of motorists and improve operations and efficiencies, the County of DuPage (hereinafter "COUNTY") proposes to improve CH 9/Lemont Road from 83rd Street to 87th Street, Section 16-00232-00-CH (hereinafter "IMPROVEMENT"); and

WHEREAS, the IMPROVEMENT includes, but is not limited to, roadway widening and resurfacing, signal modernization, storm sewer improvements, and sidewalk improvements at the intersection of CH 9/Lemont Road and 87th Street, and to construct the IMPROVEMENT requires temporary construction access over and across the property of the Commonwealth Edison Company (hereinafter "COMED") to allow for driveway reconstruction at the COMED property; and

WHEREAS, in order to construct the IMPROVEMENT on COMED right-of-way, COMED requires that the parties enter into a License for Temporary Access (hereinafter "LICENSE"), that defines the rights and responsibilities of the parties with respect to construction of the IMPROVEMENT.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chair and Clerk of said Board be hereby directed and authorized to execute the above referenced LICENSE with COMED for the improvement; and

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

Enacted and approved this 13th day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

C.E.CO. R/W: DOWNERS GROVE DCW-38 (DX485)
SE ¼, SEC. 31, TWP. 38 NORTH, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN
DUPAGE COUNTY, ILLINOIS
PIN: 09-31-410-017

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License"), made as of the _____ day of _____, 2023 (the "Effective Date") by and between **Commonwealth Edison Company**, an Illinois corporation ("Licensor") and **County of DuPage, 421 N. County Farm Road, Wheaton IL 60187** ("Licensee").

A. Licensor is the owner of the property legally described and/or depicted on Exhibit A attached hereto and made a part hereof (the "Licensed Premises").

B. Licensor utilizes the Licensed Premises for Licensor's own business operations (collectively, "Licensor's Operations"), which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of transmission, distribution and communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by Licensor which are located on, or within, the Licensed Premises, whether now existing or hereafter to be installed, in, at, over, under, along or across the Licensed Premises (collectively, "Licensor's Facilities").

C. Licensee desires to obtain a license from Licensor to utilize the Licensed Premises solely for the purposes described herein.

NOW, THEREFORE, in consideration of the payment of the license fees described in Section 3 below, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor hereby grants Licensee, its employees, representatives, agents, contractors and engineers, under the terms and conditions contained herein, a non-exclusive license to use the Licensed Premises, for the purposes hereinafter set forth, and for no other purposes whatsoever.

1. **Term.** The term of this License (the "Term") shall be for the period commencing on the _____ day of _____ 2023 and expiring on the _____ day of _____ 2028, unless sooner terminated as hereinafter provided.

2. **Purpose.** The Licensed Premises shall be used by Licensee solely, in compliance with all Legal Requirements (as defined herein) as Exhibit B, Lemont Plan and Profile, to improve Lemont Road from 83rd Street to 87th Street (the "Permitted Use") and for no other purpose whatsoever. For purposes hereof, the term "Legal Requirements" shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes, executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Licensed Premises or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon Licensor or Licensee, or the use and occupancy thereof by Licensee.

3. **License Fee.** In consideration of the foregoing premises, upon the execution of this License, Licensee shall make a one-time payment of \$1,400.00 to Licensor.

4. **Condition of Licensed Premises.** Licensee has examined the Licensed Premises and knows its condition. Licensee hereby accepts the condition of the Licensed Premises in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS. No representations as to the condition and repair thereof, and no agreements to make any alterations, repairs or improvements in or about the Licensed Premises have been made by or on behalf of Licensor. By accepting possession of the Licensed Premises, Licensee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Licensed Premises. Without limiting the foregoing, Licensee hereby acknowledges and agrees that Licensor has made no representations or warranties concerning the Licensed Premises' compliance with Legal Requirements, including without limitation, whether the Permitted Use constitutes a legal use of the Licensed Premises. Licensee, at its sole cost and expense, shall obtain any permits or licenses mandated by Legal Requirements to allow the Permitted Use. Licensee hereby acknowledges and agrees that Licensor does not grant Licensee the right or authority by the terms of this License at any time to have the Licensed Premises rezoned.

5. **Affirmative Obligations.** Throughout the Term, Licensee (at its sole cost and expense) shall: (a) keep and maintain the Licensed Premises in a clean, neat, sanitary and sightly condition and repair, to Licensor's satisfaction; and (b) reimburse Licensor for any additional expense incurred by Licensor in granting this License.

6. **Insurance.** Licensee's insurance requirements can be met by self-insurance. Licensee shall furnish to the Licensor evidence of self-insurance. Licensee's contractors will provide insurance with coverage and limits that conform to the minimums required by IDOT Insurance Requirements in Article 107.27 of the Standard Specifications for Road and Bridge Construction. Licensor shall be added as an Additional Insured under endorsement GL 2010.

7. **Indemnity.** To the maximum extent permitted under Legal Requirements, Licensee agrees to protect, indemnify, defend (with counsel acceptable to Licensors) and hold harmless Licensors and Exelon Corporation, a Pennsylvania corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Licensee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Licensee Parties") at, on or about the Licensed Premises, and/or (ii) any breach or violation of this License on the part of Licensee, and notwithstanding anything to the contrary in this License, such obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination of this License. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors).

8. **Environmental.**

(a) **General.** Licensee covenants and agrees that Licensee shall conduct its operations on the Licensed Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Licensee nor any of the Licensee Parties shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Licensed Premises. Without limiting any other indemnification obligations of Licensee contained herein, Licensee hereby agrees to protect, indemnify, defend (with counsel acceptable to Licensors) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by Licensee, any of the Licensee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Licensed Premises. For purposes of this License, the term "Hazardous Substances" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated

under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

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

(c) Notice of Violation/Release. Licensee shall provide Licensors with prompt written notice upon Licensees obtaining knowledge of the existence of any Hazardous Substances on, in or under the Licensed Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Substances affecting the Licensed Premises.

(d) Survival. This Section shall survive for four years past the expiration or other termination of the License.

9. Waiver. Any entry onto the Licensed Premises by Licensee and, to the extent permitted by law, each and every Licensee Party (as may be permitted hereunder), shall be at such parties' sole risk, and Licensors makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Licensed Premises or the condition of the Licensed Premises (including, without limitation, the environmental condition thereof). Licensee and each and every Licensee Party, to the fullest extent permitted under Legal Requirements, hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Licensee and/or any Licensee

Party in connection with any entry onto the Licensed Premises pursuant to this License. This Section will survive termination of this License.

10. **License Only.** Notwithstanding anything to the contrary contained herein, Licensors and Licensee acknowledge and agree that any and all rights conferred upon Licensee pursuant to this License create a non-exclusive license only, and that no lease, tenancy, leasehold, easement or other right or interest of any kind or nature (other than a license) is created or conferred pursuant to this License. In no event shall Licensee have or be entitled to any right, remedy or privilege under the State of Illinois Forcible Entry and Detainer Law, or any local, county, state or federal law, rule, regulation or ordinance similar thereto.

11. **Covenant Against Liens.** Licensee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Licensed Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Licensee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Licensee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Licensors, Licensors, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Licensee that Licensors shall have no duty to investigate the validity thereof), and Licensee shall promptly upon notice thereof reimburse Licensors for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Licensors in connection with such lien or claim of lien. Licensee hereby agrees to indemnify, defend (with counsel acceptable to Licensors) and hold harmless Licensors from and against any and all liens or claims for lien arising out of or in any way connected with Licensee's use and occupancy of the Licensed Premises.

12. **Right of Entry.** Licensee agrees to permit Licensors, and Licensors' agents, representatives, employees, contractors, licensees, invitees, Licensees, successors and assigns (collectively, "Licensors Parties"), to enter the Licensed Premises, at any time Licensors deems necessary, to alter, modify, augment, supplement, improve, upgrade, use, operate, repair, replace, install, construct or protect Licensors' Facilities. Licensee agrees that it will cooperate with Licensors in connection with any entry on, and work at, the Licensed Premises by the Licensors Parties, and shall coordinate Licensee's use of the Licensed Premises with any use of the Licensed Premises by any of the Licensors Parties. Licensors shall not in any event be liable for inconvenience, disruption, disturbance, loss of business or other damage to Licensee by reason of any entry on, or work at, the Licensed Premises by any Licensors Party, or on account of bringing materials, supplies, and equipment into or through the Licensed Premises. Licensee hereby acknowledges that the Licensed Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Licensed Premises. Licensee agrees that it will contact any such

persons and/or entities holding rights to use and/or occupy the Licensed Premises, and provide the proper protection required by such persons or entities, in connection with License's use and occupancy of the Licensed Premises. Licensee further agrees to furnish Licensor copies of the correspondence between the any such persons or entities and Licensee. Licensee agrees that this requirement shall apply to any installations currently located at the Licensed Premises and any and all future installations within the Licensed Premises.

13. **Rights Reserved to Licensor.**

(a) Licensor's rights in and to the Licensed Premises and Licensor's Operations are and shall remain superior to Licensee's rights granted hereunder. Licensor shall not be liable to Licensee for damage to any property of Licensee due to Licensor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Licensor.

(b) Licensor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of the Licensed Premises, so long as there is no material adverse impact on Licensee's rights in and use of the Licensed Premises pursuant to the terms of this License. In the event of a violation of this Paragraph 12(b), Licensee's sole and exclusive remedy against Licensor shall be seeking an injunction preventing such third party from creating such material adverse impact on Licensee's rights as aforesaid.

14. **Assignment.** This License is personal to Licensee, and except as expressly set forth herein, Licensee shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this License (or any interest of Licensee herein), whether by operation of law or otherwise, and shall not permit or suffer the Licensed Premises or any part thereof to be used or occupied by others, without Licensor's prior written consent in each instance, which consent may be granted or denied by Licensor in its sole and absolute discretion. Any assignment, mortgage, pledge, encumbrance or transfer by Licensee in contravention of the provisions of this Section shall be void and shall be a Default (as defined in Section 34 hereof) under this License. For purposes of this License any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Licensee shall constitute an assignment of this License, and shall be subject to the terms and provisions of this Section 15. For purposes hereof, a "controlling" interest in Licensee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Licensee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Licensee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

15. **Condemnation.** If the Licensed Premises, or a substantial part thereof, or a portion which prevents use of the Licensed Premises, shall be taken or condemned by any competent authority for any public use or purpose, the Term shall end on the date when the possession of the part so taken shall be required for such use or

purpose, and without apportionment of any condemnation award or proceeds (it being understood that Licensor shall be entitled to the entire amount of any such award or proceeds, and Licensee shall have no right to share therein).

16. **Licensor's Liability.** It is expressly understood and agreed by Licensee that none of Licensor's covenants, undertaking or agreements continued in this License are made or intended as personal covenants, undertaking or agreements by Licensor or any entity which is affiliated with Licensor its parent or subsidiaries. Licensee specifically agrees to look solely to Licensor's interest in the Licensed Premises for the recovery of any sums, damages, awards or judgments from Licensor. It is agreed that neither Licensor, nor any entity which is affiliated with Licensor (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, venturers, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination of the License.

17. **Compliance with Laws.** Licensee, at its sole expense, shall comply, and cause the Licensed Premises to comply, with all Legal Requirements.

18. **Subordinate.** This License, and all of Licensee's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded mortgages, easements, licenses, leases and permits, and all other matters of record, affecting the Licensed Premises dated prior to the date of this License. This License is a personal property interest and always shall be subordinate to the title of the owner of the Licensed Premises and all other parties who have an interest in the real estate that is affected by this License, and nothing herein contained shall empower Licensee to do any act which can, shall or may encumber the title of the owner of the Licensed Premises or such other parties. Licensee shall not record this License. This Section shall survive the expiration or termination of this License.

19. **Termination.** Licensor's sole discretion will determine whether or not the Licensed Premises are available from time to time for the Permitted Use. This License may be terminated by either party if the other party breaches the terms of this License a by giving written notice to the other party of such termination. In the event this License is terminated by Licensor pursuant to the provisions of this paragraph, then any licensee fees paid in advance shall be prorated to the date of such termination and the unearned portion thereof refunded to Licensee.

20. **Alterations.** Except as otherwise specifically provided herein, Licensee shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the "Alterations") in or about the Licensed Premises without Licensor's prior written consent in each instance, which consent may be granted or denied by Licensor in its sole and absolute discretion. Any Alterations shall be performed: (i) by Licensee, at Licensee's sole cost and expense (and Licensor shall have no duty or obligation with respect thereto), (ii) pursuant to plans and specifications approved in writing by Licensor (in Licensor's sole discretion), (iii) by contractors and subcontractors approved in writing by Licensor (in Licensor's sole discretion), (iv) in

compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Licensee shall, at Licensee's sole cost and expense, obtain any and all permits and approvals necessary for the performance of any Alterations. During the performance of any Alterations, Licensee shall carry, and shall cause its contractors and subcontractors to carry the insurance described in Section 6 hereof. Licensors shall have the right (but not the obligation) to monitor and observe Licensee's performance of any Alterations (or any component thereof) and, in the event that Licensors so elects, Licensee shall reimburse Licensors for any and all costs of such monitoring and observation, together with a charge for Licensors's overhead, as determined by Licensors. In the event that Licensors elects to monitor or observe any such work, in no event shall Licensors be deemed to have approved or made any representation or warranty regarding the same. Neither Licensee nor any of Licensee's authorized agents shall, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Licensed Premises, or permit any materials to be delivered to or used in the Licensed Premises, whether in connection with any Alteration or otherwise, if, in Licensors's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Licensed Premises (or any other property) by Licensors, Licensee or others, or the use and enjoyment of the Licensed Premises by Licensors or other occupants of the Licensed Premises. In the event of such interference or conflict, upon Licensors's request, Licensee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Licensed Premises immediately. In addition to, and not in lieu of, all other duties and obligations of Licensee with respect to the performance of Alterations pursuant to this License, Licensee covenants and agrees that, except for emergency repairs affecting the health and safety of the public (which emergency repairs should be called in within the first 8-hours of commencing the same and confirmed by Licensors), Licensee shall notify Licensors's Regional Right of Way Agent John Mishevski at 630-437-2215, at least forty-eight (48) hours in advance of performing any Alterations. The timing and scheduling of such Alterations shall be subject to Licensors's prior approval. In the event Licensee is required to perform any emergency repair work affecting the health and safety of the public, Licensee shall notify Licensors in writing of such repair work within forty-eight (48) hours after the performance of such repairs. Licensee covenants and agrees that, in the event that Licensee installs (or is required (by Licensors or otherwise) to install) any fencing and/or gates in connection with any Alterations at the Licensed Premises (or its use or occupancy of the Licensed Premises), Licensee will install, maintain and operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Licensors may deliver to Licensee from time to time prior to or during the Term.

21. **Surrender of Licensed Premises.** Licensee shall, upon the termination of this License by lapse of time or otherwise, vacate the Licensed Premises and peaceably surrender possession and occupancy thereof to Licensors.

22. **Notices.** Whenever notice is required to be given pursuant to this License, the same shall be in writing, and either personally delivered, sent by a nationally

recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Licensor:

Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767
Attn: Director of Real Estate Services

with a copy to:

Exelon Business Services Company
Law Department
P.O. Box 805379
Chicago, Illinois 60680-5379
Attn: Assistant General Counsel – Real Estate

If to Licensee:

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

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

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

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

25. **Binding Effect.** The covenants, conditions, and agreements contained in this License will bind and inure to the benefit of Licensor and Licensee and

their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Licensee is comprised of more than one individual or entity, the obligations of such individuals or entities under this License shall be joint and several.

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

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

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

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

30. **No Third Party Beneficiaries.** Licensors and Licensee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this License nor any of the rights and privileges conferred herein.

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

32. **Governing Law; Venue.** The terms and provisions of this License shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this License (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for

the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

33. **Default.** In the event any of the covenants and agreements herein contained to be kept by Licensee are not satisfied, or if Licensee shall violate or breach any of the terms, conditions or provisions of this License, or if a receiver, assignee or trustee shall be appointed for Licensee or Licensee's property or if Licensee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Licensee (each a "Default"), then Licensor may exercise any one or more of the following remedies: (i) at its option, at once, without notice to Licensee or to any other person, terminate this License and all rights and privileges of Licensee hereunder; (ii) take any and all corrective actions Licensor deems necessary or appropriate to cure the Default and charge the cost thereof to Licensee, together with (a) interest thereon at the corporate base rate published from time to time by Citibank, N.A. (or its successor) plus 4% per annum and (b) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Licensor in administering such cure, such payment to be made by Licensee upon Licensor's presentment of demand therefor; or (iii) any other remedy available at law or in equity to Licensor, including without limitation specific performance of Licensee's obligations hereunder. Upon the occurrence of a Default, Licensee shall be liable for and shall reimburse Licensor upon demand for all reasonable attorney's fees and costs incurred by Licensor in enforcing Licensee's obligations under this License, whether or not Licensor files legal proceedings in connection therewith. No delay or omission of Licensor to exercise any right or power arising from any Default shall impair any such right or power or be construed to be a waiver of any such Default or any acquiescence therein. No waiver of any breach of any of the provisions of this License shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same provision. The acceptance of payment by Licensor of any of the fees or charges set forth in this License shall not constitute a waiver of any breach or violation of the terms or conditions of this License. The determination of Licensor shall be final and binding upon Licensee concerning any Default. In the event of a threatened breach by Licensee of any of the covenants or provisions of this License, Licensor shall (without limiting any of Licensor's other rights or remedies hereunder, at law or in equity) have the right to enjoin any such threatened breach.

34. **No Strict Construction.** The parties acknowledge that the parties and their counsel have had the opportunity to review and revise this License and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License or any exhibits or amendments hereto.

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

36. **Time is of the Essence.** Time is of the essence of each and every provision of this License.

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

38. **Non-Affiliated.** By signing this License, Licensee affirms and states that it is not an employee of Commonwealth Edison Company, Exelon Corporation, or their respective parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

39. **Brokers.** Licensee represents and warrants to Licensors that Licensee has dealt with no broker, finder or similar person or entity in connection with this License, or Licensee's use or occupancy of the Licensed Premises. Licensee shall indemnify, defend (with counsel acceptable to Licensors) and hold Licensors harmless from and against any and all Claims and Losses brought against, sustained or incurred by Licensors by reason of Licensee's breach of the foregoing representation and warranty.

40. **Labor Relations.** Neither Licensee nor any of Licensee's authorized agents shall, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Licensed Premises, or permit any materials to be delivered to or used in the Licensed Premises, whether in connection with any Alteration or otherwise, if, in Licensors's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Licensed Premises (or any other property) by Licensors, Licensee or others, or the use and enjoyment of the Licensed Premises by Licensors or other lessees or occupants of the Licensed Premises. In the event of such interference or conflict, upon Licensors's request, Licensee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Licensed Premises immediately.

41. **Termination of License Based Upon Change In Law.** If any Legal Requirement is enacted or modified during the Term, and such enactment or modification places any additional material burden on Licensors (as determined by Licensors) as a result of Licensee's use or occupancy of the Licensed Premises for any purpose, or if the use of the Licensed Premises by Licensee would violate any Legal Requirements hereinafter enacted or modified, then (without limiting any other rights or remedies of Licensors hereunder) Licensors shall have the right to terminate this License effective as of the effective date of such Legal Requirement is so enacted or modified.

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

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

44. **Additional Requirements.** Licensee shall adhere to all the additional requirement listed in Exhibit C.

IN WITNESS WHEREOF, Licensors and Licensee have executed this License as of the day and year first above written.

LICENSOR:

COMMONWEALTH EDISON COMPANY

Signature on File

By:

Brett Patton

Manager of Real Estate and Facilities

LICENSEE:

COUNTY OF DUPAGE

By:

Deborah A. Conroy, Chair

DuPage County Board

Attest By:

Jean Kaczmarek

DuPage County Clerk

Exhibit A

Description of Licensed Premises

That part of the Southeast Quarter of Section 31, Township 38 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois, described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence North 1 degrees 13 minutes 18 seconds West, 85.65 feet along the east line of said Southeast Quarter; thence South 88 degrees 46 minutes 42 seconds West, 33.00 feet to the west right of way line of Lemont Road and the point of beginning; thence continuing South 88 degrees 46 minutes 42 seconds West, 9.87 feet; thence North 1 degrees 22 minutes 47 seconds West, 30.00 feet; thence North 88 degrees 46 minutes 42 seconds East, 9.96 feet, to the said west right of way line; thence South 1 degrees 13 minutes 18 seconds East, 30.00 feet along said right of way line to the point of beginning.

Said easement containing 298 square feet (0.007 acres), more or less.

PIN NO: 09-31-410-017

Exhibit B

**PLAT OF HIGHWAYS THE COUNTY OF DUPAGE DIVISION OF
TRANSPORTATION LEMONT ROAD**

Exhibit C

Additional Requirements

1. A final and complete set of engineering plans for the project that includes soil erosion and sediment control measures and all drainage improvements must be submitted to ComEd.
2. No hazardous materials, including petroleum products, may be stored, used, or transferred on ComEd property.
3. In the event of a leak/spill on ComEd property, Licensee shall notify ComEd within 24 hours and provide a written report within 5 business days.

Construction Project Requirements

4. All construction equipment must be free of leaks and any leaks of oils or chemicals that occur must be cleaned up and reported to the appropriate agencies as needed.
5. **Daily equipment inspections must be conducted to verify proper working condition before equipment use on ComEd property. Written records of equipment inspections must be available to ComEd upon request.**
6. Concrete washout activities are not permitted on ComEd property.
7. A spill kit of appropriate size must be present and accessible at all times during construction activities on ComEd property.

Excavation, Spoils and Materials

8. **If the project requires removal of soil or waste from ComEd property, this must be managed by a ComEd Environmental Contractor of Choice (ECOC) and taken to a ComEd approved disposal facility. Clean construction or demolition debris (CCDD) disposal is not permitted.**
9. **Grading of excess soil is not permitted on ComEd property.**
10. Hydrovac spoils are not permitted to be reused on ComEd property and must be disposed in accordance with requirement 10 above.
11. If the project requires additional soil and gravel, only certified "clean" fill shall be used. The source of the clean fill must be approved by ComEd ESD. For approval, the following conditions must be met.
 - a. A certificate of virgin material must be obtained from the source of any aggregate material.
 - b. Soils must be certified clean by the source and/or analyzed every 500 cubic yards for total concentrations of the comprehensive suite of parameters listed in Title 35 Illinois Administrative Code (35 IAC) Part 740, Site Remediation Program (SRP) Appendix A, Target Compound List (TCL), and verified to meet the Illinois Environmental Protection Agency's (IEPA's) Clean Construction or Demolition Debris Fill Operations and Uncontaminated Soil Fill Operations

standards (35 IAC Part 1100), Maximum Allowable Concentrations (MACs).

12. Stratification of soil horizons is required for all excavation and backfilling activities.
13. All soil and dewatering activities must be managed in accordance with the Illinois Urban Manual guidelines.
14. No construction debris or spoils may be stored on ComEd property.
15. **Environmental sampling is not permitted on ComEd property without written approval and guidance by ComEd ESD.**

Environmental Regulations and Permits

16. All applicable regulations must be followed including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control (SESC) Plan to minimize sediment pollution in stormwater runoff as well as any other required practices. If a Plan changes, a revision will be available to ESD upon request.
 - a. An SESC Plan must be in place for all soil and fill material piles.
 - b. All land disturbing activities require implementation of an SESC Plan that meets or exceeds National Pollutant Discharge Elimination System (NPDES) minimum protection and reporting standards. **Grantee must verify the SESC measures meet the requirements of the Illinois Urban Manual.**
17. All applicable environmental permits must be obtained including Wetlands and NPDES stormwater permits, as required under the Clean Water Act as well as any other applicable environmental permits.
18. Licensee shall submit copies of all required environmental permits and plans to ComEd ESD prior to project start, including wetland permits if applicable and IEPA NPDES ILR10 Construction Permit Notice of Coverage letter.
19. Requirements of all permits must be followed which could include site monitoring, reporting, and restoration extending well beyond the construction time period.
20. Grantee must follow all applicable environmental laws and regulations including those not specifically mentioned herein.

Condition of Property

21. **Grantee must provide documentation of current property conditions before improvements are started (e.g. Phase I, topographic maps, surveys, photographs).**
22. Any damage to ComEd's property caused by the Licensee will be repaired at the Licensee's expense.
23. Licensee shall provide full restoration of the site when the project is complete, including seeding as necessary.
24. Grantee must provide documentation (including photographs) of the property in its improved condition after completion of the project and restoration.

Should ComEd request additional information in the future, Licensee shall be prepared to provide the following information to ComEd (please reference Project Code SR 5209590 in any communications with ComEd):

25. A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g. wetlands, SWPPP, SESCO, and endangered species impacts).
26. A copy of the environmental permit applications for the project.
27. A copy of any environmental reports required by the permits.
28. Copies of certificates of clean fill.
29. Inspection records.



File #: DT-R-0068-23

Agenda Date: 6/6/2023

Agenda #: 11.A.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
WARRENVILLE ROAD BRIDGE OVER THE EAST BRANCH DUPAGE RIVER
(COUNTY COST \$10.00)

WHEREAS, the County of DuPage, Illinois (hereinafter referred to as COUNTY) and Illinois State Toll Highway Authority (hereinafter referred to as ILLINOIS TOLLWAY) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

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

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et. seq.*) and the TOLLWAY by virtue of its power set forth the "Toll Highway Act" (605 ILCS 10/1 *et seq.*) are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, proposes to reconstruct the bridge carrying Warrenville Road over the East Branch of the DuPage River, (referred to as the "PROJECT"), adjacent to the Ronald Reagan Memorial Tollway-I-88 (TOLL HIGHWAY); and

WHEREAS, the ILLINOIS TOLLWAY owns real property located at the southwest corner of the PROJECT, identified as parcel number E-2-21.10.ex (hereinafter PARCEL), which is necessary for the construction of the PROJECT and associated improvements, including compensatory storage; and

WHEREAS, it is not anticipated that the parcel will be required for TOLL HIGHWAY maintenance, operations, or future construction improvements and therefore is considered excess to the needs of the ILLINOIS TOLLWAY; and

WHEREAS, it is in the best interest of the PARTIES that the ILLINOIS TOLLWAY convey the PARCEL to the COUNTY for public use; and

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

WHEREAS, the PARTIES, by this Intergovernmental Agreement shall determine and establish their respective responsibilities toward the PARCEL conveyance as proposed; and

WHEREAS, the Intergovernmental Agreement must be executed before construction of the PROJECT can begin.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chair and Clerk of said Board are hereby directed and authorized to execute the attached Intergovernmental Agreement with the ILLINOIS TOLLWAY; and

BE IT FURTHER RESOLVED that two (2) original copies of this resolution and Intergovernmental Agreement be sent to the ILLINOIS TOLLWAY, by and through the Division of Transportation.

Enacted and approved this 13th day of June, 2023 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 municipal corporation of the State of Illinois ("COUNTY"), individually referred to as “PARTY” and collectively referred to as “PARTIES.”

RECITALS:

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, proposes to reconstruct the bridge carrying Warrenville Road over the East Branch DuPage River (“PROJECT”), adjacent to the Ronald Reagan Memorial Tollway (“Toll Highway”);

WHEREAS, the ILLINOIS TOLLWAY, owns real property located at the southeast corner of the PROJECT, identified as Parcel No. E-2-21.10.EX and depicted in attached EXHIBIT A and incorporated into this AGREEMENT (“PARCEL”), which is necessary for the construction of the PROJECT and associated improvements, including compensatory storage;

WHEREAS, it is not anticipated that the PARCEL will be required for Toll Highway maintenance, operations, or future construction improvements and therefore is considered excess to the needs of the ILLINOIS TOLLWAY;

WHEREAS, it is in the best interest of the PARTIES that the ILLINOIS TOLLWAY transfers the PARCEL to the COUNTY for public use;

WHEREAS, the PARTIES by this AGREEMENT shall determine and establish their respective responsibilities toward the PARCEL transfer as proposed;

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

WHEREAS, the COUNTY by virtue of its powers as set forth in the 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, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

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

I. TRANSFER OF OBLIGATIONS

- A. The ILLINOIS TOLLWAY owns the PARCEL identified as Tollway Parcel No. E-2-21.10.EX and depicted in EXHIBIT A and agrees to convey the PARCEL to the COUNTY.
- B. The COUNTY agrees to accept conveyance of the PARCEL identified as Tollway Parcel No. E-2-21.10.EX and depicted in EXHIBIT A from the ILLINOIS TOLLWAY.
- C. The PARTIES agree to cooperate in preparing any documents necessary to complete the conveyance of the PARCEL.

II. CONSIDERATION

The PARTIES agree that based upon the appraised value, the COUNTY's assumption of maintenance and liability represents adequate compensation for the PARCEL and that the PARCEL shall be conveyed via a quit claim deed for a nominal cost of \$10.00.

III. CONVEYANCE OF THE PARCEL

- A. The COUNTY agrees to accept conveyance of the PARCEL from the ILLINOIS TOLLWAY via a quit claim deed.
- B. The COUNTY agrees to assume and accept the responsibilities and duties associated with the ownership of the PARCEL including, but not limited to maintenance.
- C. The ILLINOIS TOLLWAY shall convey the PARCEL to the COUNTY, provided, however, that:
 - 1. It is understood that the ILLINOIS TOLLWAY is conveying the PARCEL to the COUNTY for the COUNTY to construct the PROJECT. The PARCEL is needed for compensatory storage due to fill placement in the floodplain as identified in a Phase I study. The PARTIES agree that in the event the PARCEL is ever transferred, any financial gain in excess of the amount the ILLINOIS TOLLWAY was paid for the PARCEL will become immediately due and payable from the COUNTY to the ILLINOIS TOLLWAY pursuant to the Tollway's Excess Property Policy, dated April 2023.
 - 2. In the event any portion of the PARCEL is conveyed, sold, or vacated, the COUNTY will provide the ILLINOIS TOLLWAY with advance written notice.
 - 3. The quit claim deed from the ILLINOIS TOLLWAY to the COUNTY shall contain the following covenant: "the Grantee, its successors and assigns agree not to build or cause to be built or erected upon the subject property any advertising sign or structure directed,

whether in whole or part, to users or patrons on the adjacent toll highway including any structure that, in the opinion of the Chief Engineering Officer of The Illinois State Toll Highway Authority, would in any way interfere with the safe operation of the Toll Highway system.”

IV. GENERAL PROVISIONS

- A. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations, or understandings concerning such subject matter.
- B. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Director of Transportation/County Engineer of the COUNTY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the terms of this AGREEMENT in reference to the PARCEL, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- C. In the event there is a conflict between the terms contained in this AGREEMENT and the attached EXHIBIT A, the terms contained in this AGREEMENT shall control.
- D. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- E. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES and the Illinois Attorney General.
- F. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- G. The failure by the ILLINOIS TOLLWAY or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights, and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the COUNTY unless such provision is waived in writing.
- H. It is agreed that the laws of the State of Illinois, except for conflict of law principles, shall apply to this AGREEMENT and in the event of litigation, venue and jurisdiction shall lie in the Circuit Court of DuPage County, Illinois.
- I. All written reports, notices, and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons 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

To the COUNTY:

The County of DuPage
421 N. County Farm Road
Wheaton, Illinois 60187
Attn: Director of Transportation/
County Engineer
Christopher.Snyder@dupageco.org

- J. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the Illinois Tollway Inspector General (“IG”), State of Illinois internal auditors, the ILLINOIS TOLLWAY Department of Internal Audit, or any other governmental entity with monitoring authority, upon reasonable notice and during normal business hours. *See* 30 ILCS 500/20-65.
- K. The COUNTY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the IG is authorized to conduct investigations into certain matters, including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The COUNTY will fully cooperate in any IG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. 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 or connected with, or having knowledge of, the performance of this AGREEMENT.
- L. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT upon the last dated signature below.

THE COUNTY OF DU PAGE

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

Attest: _____
Jean Kaczmarek
County Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Cassandra Rouse
Executive Director

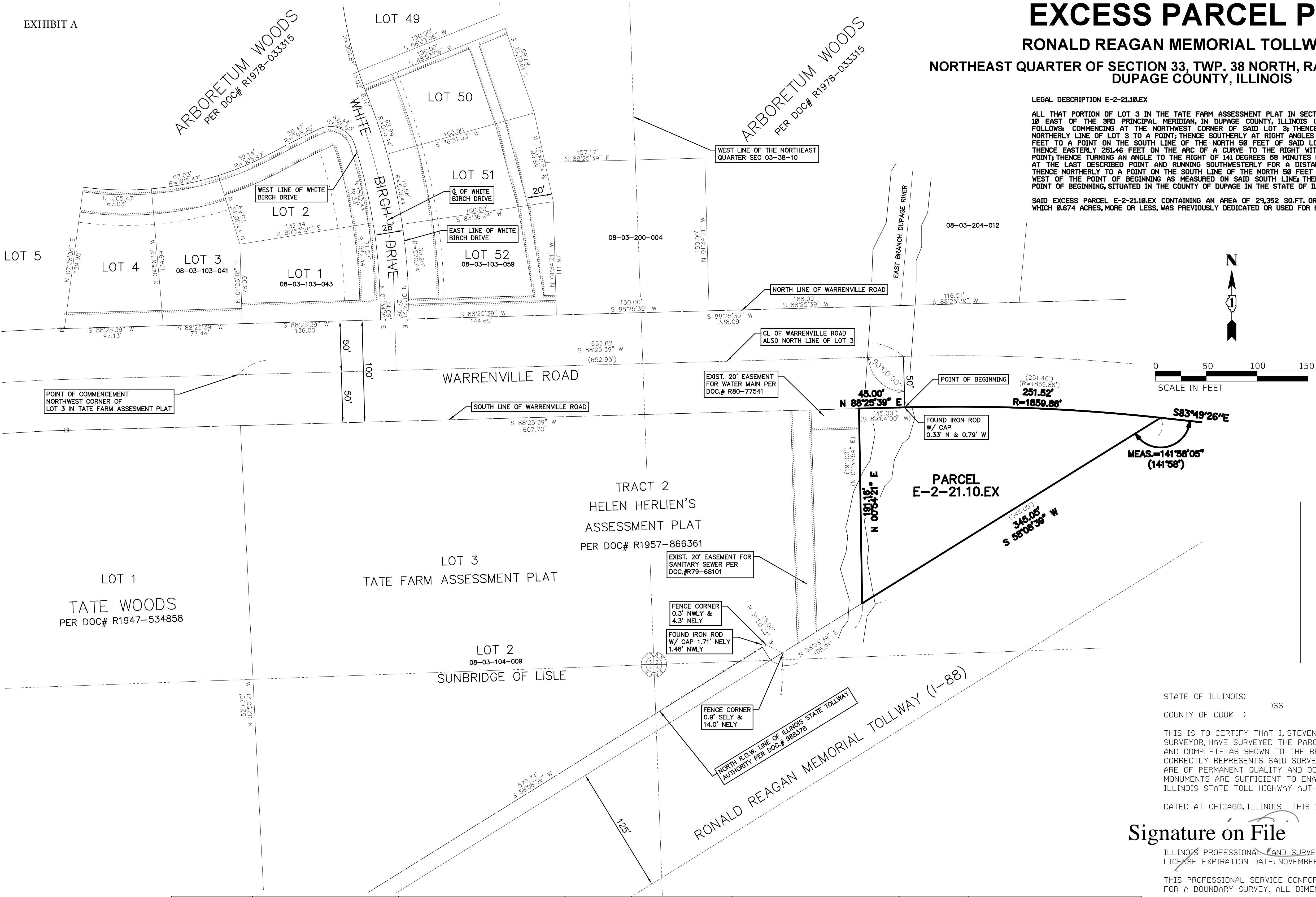
Date: _____

Approved as to Form and Constitutionality

Assistant Attorney General

DuPage County_Warrenville Rd. Excess Parcel_For Signature_05.02.2023

EXHIBIT A



EXCESS PARCEL PLAT

RONALD REAGAN MEMORIAL TOLLWAY (I-88)
NORTHEAST QUARTER OF SECTION 33, TWP. 38 NORTH, RANGE 10 EAST, 3RD P.M.
DUPAGE COUNTY, ILLINOIS

LEGAL DESCRIPTION E-2-21.10.EX

ALL THAT PORTION OF LOT 3 IN THE TATE FARM ASSESSMENT PLAT IN SECTION 3, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS (PLAT DOC. 485135) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY 852.93 FEET ON THE NORTHERLY LINE OF LOT 3 TO A POINT; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50 FEET OF SAID LOT 3; FOR A POINT OF BEGINNING; THENCE EASTERLY 251.46 FEET ON THE ARC OF A CURVE TO THE RIGHT WITH RADIUS OF 1859.86 FEET TO A POINT; THENCE TURNING AN ANGLE TO THE RIGHT OF 141 DEGREES 58 MINUTES FROM THE TANGENT TO THE CURVE AT THE LAST DESCRIBED POINT AND RUNNING SOUTHWESTERLY FOR A DISTANCE OF 345.0 FEET TO A POINT; THENCE NORTHERLY TO A POINT ON THE SOUTH LINE OF SAID LOT 3 THAT IS 45 FEET WEST OF THE POINT OF BEGINNING AS MEASURED ON SAID SOUTH LINE; THENCE EASTERLY 45 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF DUPAGE IN THE STATE OF ILLINOIS.

SAID EXCESS PARCEL E-2-21.10.EX CONTAINING AN AREA OF 29,352 SQ.FT. OR 0.674 ACRES, MORE OR LESS, OF WHICH 0.674 ACRES, MORE OR LESS, WAS PREVIOUSLY DEDICATED OR USED FOR HIGHWAY PURPOSES

LEGEND:

- REC. INDICATES RECORD VALUE
- MEAS. INDICATES MEASURED VALUE
- CH.BNG. INDICATES CHORD BEARING
- (XXX.XX') INDICATES RECORD VALUE
- XXX.XX' INDICATES MEASURED VALUE
- ⊕ INDICATES LIGHT POLE
- ⊗ INDICATES POWER POLE
- ⊙ INDICATES TRAFFIC LIGHT
- ⊕ INDICATES SPLICE BOX
- ⊕ INDICATES SIGN POST
- ⊕ INDICATES GUY WIRE

LEGEND

- SECTION LINE
- PROPERTY LINE
- EXISTING CENTERLINE
- EXISTING RIGHT OF WAY
- EXISTING EASEMENT
- PROPOSED RIGHT OF WAY
- PROPOSED TEMPORARY EASEMENT
- PROPOSED PERMANENT EASEMENT
- RECORD DIMENSION
- RECORD BEARING

STATE OF ILLINOIS)
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, STEVEN BARCZAK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PARCEL PLAT SHOWN HEREON, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, STATE OF ILLINOIS.

DATED AT CHICAGO, ILLINOIS THIS 17TH DAY OF JANUARY, A.D., 2023.

Signature on File

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003269
LICENSE EXPIRATION DATE: NOVEMBER 30, 2024

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.

BEARINGS AND DISTANCES SHOWN HEREON REFERENCE THE ILLINOIS STATE PLAN COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT - 2011 (TRIMBLE VRS). ALL MEASURED AND CALCULATED VALUES ARE "GRID" NOT "GROUND".

COMBINED SCALE FACTOR
(GRID SCALE FACTOR X ELEV. FACTOR) = 1.0000463497

FIELDWORK COMPLETED ON 09-24-2021

PARCEL NUMBER	OWNER	TOTAL HOLDING		PART CONVEYED		REMAINDER		PREVIOUSLY DEDICATED ACRES	EASEMENT	
		ACRES	SQ.FT.	ACRES	SQ.FT.	ACRES	SQ.FT.		ACRES	SQ.FT.
E-2-21.10.EX	ILLINOIS STATE TOLL HIGHWAY AUTHORITY	0.674±	29,352±	0.674±	29,352±	0	0	0.674±	N/A	N/A

DRAWN BY JV

DATE --/--/--

CHECKED BY SB

DATE --/--/--

KNIGHT

Engineers & Architects

221 North LaSalle Street
Suite 300
Chicago IL 60601
Phone: (312) 577-3300



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

REVISIONS

NO.	DATE	DESCRIPTION

CONTRACT NO. 61J14

EXCESS PARCEL PLAT
RONALD REAGAN MEMORIAL TOLLWAY (I-88)

SHEET NO.

DRAWING NO.
1 OF 1

FILE NAME = 7194 Excess Parcel Plat-01172023.dgn
PLOT DATE = 1/18/2023
PLOT SCALE = 1:50
USER NAME = USJV705140



RESOLUTION NO. 22684

Background

The Illinois State Toll Highway Authority (“Tollway”) desires to convey excess parcel E-2-21.10.EX, which is adjacent to I-88 and near the intersection of Warrenville Road and IL Route 53 (“Parcel”), to the County of DuPage (“County”). The County needs the parcel for stormwater storage relating to the planned reconstruction of the Warrenville Road bridge over the east branch of the DuPage River. Due to the Parcel’s limited economic value, the Tollway considers the County’s assumption of all future maintenance and responsibility for the Parcel to be adequate compensation. The Tollway is receiving nominal consideration of \$10.00 for the Parcel.

It is in the best interest of the Tollway to enter into an intergovernmental agreement with the County to memorialize the parties’ understandings and financial responsibilities relative to the transfer of Parcel E-2-21.10.EX.

Resolution

The General Counsel is authorized to negotiate and finalize an intergovernmental agreement between the Tollway and the County in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement.

Approved by: **Signature on File**
Chairman