

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT FOUR TO AN AGREEMENT BETWEEN THIRD PARTY BENEFICIARIES, GAS TECHNOLOGY INSTITUTE AND THE CITY OF CHICAGO DEPARTMENT OF ENVIRONMENT FOR THE REGIONAL ALTERNATIVE FUEL INFRASTRUCTURE GRANT PROGRAM

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of Amendment Four (the “Amendment”), between the Village of Downers Grove (“Third Party Beneficiaries”), Gas Technology Institute (the “Contractor”) and the City of Chicago (the “City”), to extend the time for completion and to reallocate the remaining CMAQ funds for new projects in connection with the construction of a compressed natural gas, ethanol & propane fueling station with underground storage tanks for E85 (ethanol), as set forth in the form of the Amendment submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Amendment, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Amendment.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

Amendment Four

This Amendment Four ("Amendment") is effective as of December 31, 2006, by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois ("City"), at Chicago, Illinois, and GAS TECHNOLOGY INSTITUTE ("Contractor"), an Illinois not-for-profit corporation.

Whereas, the City and Contractor entered into an Agreement dated October 24, 2003 ("Agreement") pursuant to which Contractor would design and install ethanol and compressed natural gas fueling stations within the City and throughout the Chicago metropolitan area;

Whereas, Article 3 of the Agreement allows for a time extension beyond the original July 1, 2004 completion date, provided that all Work under the Agreement is completed by October 31, 2004;

Whereas, Amendment One to the Agreement extended the time for completion to October 31, 2004;

Whereas, Amendment Two to the Agreement extended the time for completion to December 31, 2005;

Whereas, Amendment Three to the Agreement extended the time for completion to December 31, 2006;

Whereas, due to circumstances beyond the parties control, Contractor cannot complete the Work by December 31, 2006;

Whereas, Northbrook, Park Ridge and Winnetka decided not to pursue the installation of the fueling stations and did not sign the Agreement;

Whereas, on November 1, 2006, the City passed an ordinance to extend the time for completion of the Agreement to December 31, 2008; to delete all references in the Agreement, including the Exhibits, to Northbrook, Park Ridge and Winnetka; to add the Forest Preserve District of DuPage County to the Agreement, including the Exhibits; to reallocate the remaining CMAQ funding to new projects for the City, the Village of Downers Grove, the Forest Preserve District of DuPage County, and the University of Illinois at Chicago; and to increase the funding;

Whereas, the City and Contractor desire to enter into this Amendment to do the foregoing; and

Whereas, Article 9 of the Agreement states that to be valid, changes to the Agreement must be in writing and signed by each party to the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The Agreement is extended to December 31, 2008.
2. All references in the Agreement, including the Exhibits, to Northbrook, Park Ridge and Winnetka are deleted.

3. The Forest Preserve District of DuPage County is added to the Agreement.

4. Article 4, Maximum Compensation and Payment is amended as follows:

"The source of funds for payments to Contractor under this Agreement is fund number 844-72-R300. Contractor's compensation under this Agreement will not exceed \$1,946,022 without an amendment to this Agreement."

5. Exhibit 4, Scope of Services and Schedules of Work and Project Terms and Conditions, of the Agreement is deleted in its entirety and replaced with the attached Exhibit 4, Scope of Services and Schedules of Work and Project Terms and Conditions, of the Agreement.

6. Add the following provision to the Agreement:

INDEMNIFICATION OF CONTRACTOR BY THIRD PARTY BENEFICIARIES

The Third Party Beneficiaries agree to and hereby indemnify, defend and hold Contractor and its Subcontractor and their partners, directors, Management Committee Members, officers, employees, agents and contractors (the "Indemnified Parties") harmless from and against any and all costs losses, expenses, fines, attorneys' fees, settlements, judgments, claims of any kind, including but not limited to liability for injury to persons or damage to property, that is incurred by the Indemnified Parties in relation to this Agreement and that arose out of the negligence or intentional wrongdoing of the Third Party Beneficiaries or their officers, employees, agents or contractors.

7. Exhibit 5, Compensation, is deleted in its entirety and replaced with the attached Exhibit 5, Compensation.

8. The attached Exhibit 12, Illinois Department of Transportation Grant Agreement ("Grant Agreement") and First, Second and Third Amendments for the Congestion Mitigation and Air Quality Funded Grant with the City of Chicago, is incorporated into the Agreement by this reference as if fully set forth in the Agreement. Notwithstanding anything in the Agreement to the contrary, Contractor is subject to and must conform with all of the terms and conditions of the Grant Agreement as required by the Grant Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in the Agreement and the terms and conditions set forth in the Grant Agreement, the terms and conditions in the Grant Agreement take precedence over the terms and conditions in the Agreement, except to the extent that the Agreement contains terms and conditions more favorable to the City, State of Illinois or federal government or onerous to Contractor. Contractor must not by action or omission cause the City to be in breach of the Grant Agreement.

The terms of the Agreement remain in full force and effect except as modified in this Amendment.

[Signature Page and Exhibit follows]

SIGNED IN COUNTERPARTS at Chicago, Illinois:

CITY OF CHICAGO

By: _____

Date: _____

**Sadhu Johnston
Commissioner
Department of Environment**

By: _____

Date: _____

**Howard Henneman
Commissioner
Department of Fleet Management**

VILLAGE OF DOWNERS' GROVE

By: _____

Its: _____

GAS TECHNOLOGY INSTITUTE

By: [Signature]

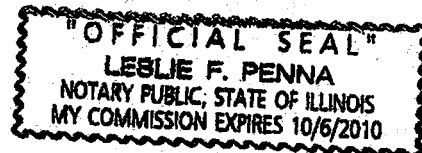
Its: Secretary + General Counsel

Attest: [Signature]

**GARDNER C. HODGE JR
MANAGER
CONTRACT SERVICES**

State of Illinois

County of Cook



This instrument was acknowledged before me on 1/24/07 (date) by Paul Chromek
(name/s of person/s) as Officer (type of authority, e.g., officer, trustee,
etc.) of Gas Technology Institute. (name of party on behalf of whom
instrument was executed).

[Signature]
(Signature of Notary Public)

EXHIBIT 4

Scope of Services and Schedules of Work And Project Terms and Conditions

INDEMNIFICATION OF GTI BY THIRD PARTY BENEFICIARIES

The Third Party Beneficiaries agree to and hereby indemnify, defend and hold GTI and its subcontractor and their partners, directors, Management Committee Members, officers, employees, agents and contractors (the "Indemnified Parties") harmless from and against any and all costs losses, expenses, fines, attorneys' fees, settlements, judgments, claims of any kind, including but not limited to liability for injury to persons or damage to property, that is incurred by the Indemnified Parties in relation to this Agreement and that arose out of the negligence or intentional wrongdoing of the Third Party Beneficiaries or their officers, employees, agents or contractors.

EXHIBIT 4

Village of Downers Grove CNG Upgrade

Scope of Work

The scope of work will include the following specific tasks:

Project Management

GTI will provide monthly status reports and any required reporting to the City of Chicago per the CMAQ grant requirements.

Procurement, Testing and Delivery

GTI will provide the following equipment, referred to in this Agreement as "Fueling Station Equipment". GTI will supervise the manufacturing and testing of the fueling station equipment to ensure trouble-free performance. GTI will use manufacturers and packagers with a proven record in the industry.

Fueling Station Equipment, Location and Installation

Equipment

The attached table, Equipment Specifications, describes the fueling equipment being provided by GTI and its performance specifications, adding to the existing CNG station on site. GTI will provide natural gas fueling station equipment that will include one (1) compressor unit capable of delivering 5,000 pounds per square inch gauge (psig) natural gas that requires a suction pressure of 5 psig. The unit operates on one (1) 40 horsepower electric motor. The fueling capacity of the new compressor will be designed to provide 50 scfm at 20 psig inlet pressure and 4,500 psig outlet pressure. This equates to approximately 480 equivalent gallons over 20 hours of operation per day.

Location

The fuel station will be installed at the Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, IL 60515.

Installation

GTI will provide material and labor for the installation of the additional CNG station equipment as detailed below:

1. All natural gas and electric piping, fittings and other components necessary for the installation of the additional CNG station equipment in the existing CNG enclosure.
2. Install supplied compressor, electric drive, controls and devices at the existing Downers Grove site and in the existing CNG compressor enclosure.

EXHIBIT 4

Equipment Specifications

Component	Identifier	
Assembly	Suction Pressure	5 psig
	Discharge Pressure	4500 psig
	Number of Compressors	1
	Individual Capacity	32 scfm
	Total Station Capacity	32 scfm
Compressor	Number of stages	4
	Manufacturer	RIX
	Model	4X
	Type	Electric Motor
	Power Source	460 Volt, 3 Phase
	Cylinder Lubrication	Non-Lube
	Manufacturer	US Motor or equivalent
	Horsepower	25 HP
	Nominal Speed (motor)	1800 rpm
Skid (with enclosure)	Length	20', Existing
	Width	8'6"
Other	Manuals	2 Included

Exhibit 5 Payment Schedule

A		B	C	D	E	F	G	H
Station Description	Location	Funding	Agreement Executed 50%	Hardware to Station Packager * 20%	Equipment To Site 15%	Install Complete 10%	Training Complete 5%	Payments 100%

City Totals

Chicago	65th & South State 38th & Iron	CNG CNG	\$ 303,156 \$ 366,513	\$ 151,578 \$ 183,257	\$ 60,631 \$ 73,303	\$ 45,473 \$ 54,977	\$ 30,316 \$ 36,651	\$ 15,158 \$ 18,326	
	Ferdinand & Tripp	E-85 above-grd	\$ 39,717	\$ 19,859	\$ 7,943	\$ 5,958	\$ 3,972	\$ 1,986	\$ 39,717
	Sunnyside & Lennon	E-85 above-grd	\$ 39,717	\$ 19,859	\$ 7,943	\$ 5,958	\$ 3,972	\$ 1,986	\$ 39,717
	103rd & Stony Island	E-85 above-grd	\$ 39,717	\$ 19,859	\$ 7,943	\$ 5,958	\$ 3,972	\$ 1,986	\$ 39,717
									788,820

UIC	UIC, 1300 S. Morgan	CNG Upgrade	\$ 169,505	\$ 84,753	\$ 33,901	\$ 25,426	\$ 16,951	\$ 8,475	\$ 169,505
	1300 S. Morgan	CNG Dispenser	\$ 46,291	\$ 23,146	\$ 9,258	\$ 6,944	\$ 4,629	\$ 2,315	\$ 46,291
									215,796

Aurora	720 N. Broadway	E-85 above-grd	\$ 39,717	\$ 19,859	\$ 7,943	\$ 5,958	\$ 3,972	\$ 1,986	\$ 39,717
									39,717

Downers Grove	700 Curtis Street	E-85 In-grd	\$ 108,191	\$ 54,096	\$ 21,638	\$ 16,229	\$ 10,819	\$ 5,410	\$ 108,191
		CNG Upgrade	\$ 170,773	\$ 85,387	\$ 34,155	\$ 25,616	\$ 17,077	\$ 8,539	\$ 170,773
									278,964

DuPage Forest Preserve	29W218 Mack Road	CNG / LPG	\$ 613,299	\$ 306,650	\$ 122,660	\$ 91,995	\$ 61,330	\$ 30,665	\$ 613,299
									613,299

Performance Bond			\$ 9,426						\$ 9,426
			\$ 1,946,022						\$ 1,946,022
									\$ 1,946,022

* Major components (compressor, storage tanks and dispenser) to station packager

EXHIBIT 12

Illinois Department of Transportation First, Second and Third Amendments for the Congestion Mitigation and Air Quality Funded Grant with the City of Chicago