

RESOLUTION NO. 21212

Background

WHEREAS, the Illinois State Toll Highway Authority (“the Tollway”), pursuant to the Toll Highway Act, 605 ILCS 10/1 *et seq.* (“the Act”), is granted all powers necessary to carry out its legislative purposes as to the construction, operation, regulation and maintenance of its system of toll highways; and

WHEREAS, the Tollway is committed to continue be an industry leader in sustainability, environmental leadership, and stewardship; and

WHEREAS, in furtherance of this commitment, the Tollway initiated a Master Planning Study of the I-294 Central Tri-State and has been coordinating with the Metropolitan Water Reclamation District (“MWRD”) regarding several environmental and stormwater management initiatives; and

WHEREAS, MWRD was an active participant in the Central Tri-State Corridor Planning Council and Environmental Working Group and continues to actively engage with Tollway staff as the Master Plan proceeds.

Resolution

NOW, THEREFORE, BE IT RESOLVED by the Illinois State Toll Highway Authority as follows:

1. The Tollway supports participation in environmental and stormwater management initiatives on Interstate 294 (Central Tri-State) in partnership with the MWRD; and
2. To facilitate continued interagency coordination for future phases of the Central Tri-State project the Tollway will collaborate with MWRD in areas of potential partnership including:

RESOLUTION NO. 21212

Resolution - Continued

- Flood Relief Capital Projects
- Joint Investigation of Drainage Issues
- Collaboration to Streamline Project Delivery
- Investigation of Chloride Control Initiatives
- Investigation of Landscaping Alternatives and Excess Material Management.

Approved by:



Chairman

RESOLUTION NO. 21213

Background

It is necessary and in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to continue to provide Employee Life Insurance Benefits including basic life and accidental death and dismemberment (AD &D) insurance coverage for its employees, spouses and dependents. In 2014, a Request for Proposals Contract No. 13-0107 ("RFP") was issued for Employee Life Insurance Benefits Program Services. Pursuant to Resolution No. 20283, the Tollway Board awarded a contract to Minnesota Life Insurance Company, a Securian Company, for an initial period of three years with six-years of optional renewals. This current contract expires on April 30, 2017.

It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise a three-year renewal option and to accept the proposal from Minnesota Life Insurance to provide Basic Life Insurance with Accidental Death and Dismemberment (AD & D) coverage.

Resolution

The renewal from Minnesota Life Insurance Company, a Securian Company, is accepted for a three-year period commencing May 1, 2017 through April 30, 2020 for a total amount not to exceed \$1,300,000.00. The coverage through Minnesota Life Insurance will provide for Basic Life Insurance and accidental death and dismemberment (AD & D). The monthly premium will be \$.220 per \$1,000 for basic life coverage, and \$.02 per \$1,000 for AD & D coverage.

The Chairman or the Executive Director is hereby authorized to sign any and all documentation necessary to effectuate said procurement of services for and on behalf of the Tollway, subject to the approval of the General Counsel, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21214

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Oracle Software Maintenance and Support through the Central Management Services ("CMS") master contract with Mythics, Inc. (Tollway Contract No. 17-0033) for an upper limit of compensation not to exceed \$1,047,086.13. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Oracle Software Maintenance and Support from Mythics, Inc. is approved in an amount not to exceed \$1,047,086.13. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21215

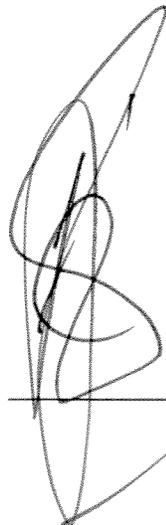
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Police Utility Vehicles through the Central Management Services ("CMS") master contract with Landmark Ford, Inc. and Morrow Brothers Ford, Inc. (Tollway Contract No. 17-0034) for an aggregate upper limit of compensation not to exceed \$984,135.00. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Police Utility Vehicles from Landmark Ford, Inc. and Morrow Brothers Ford, Inc. is approved in an aggregate amount not to exceed \$984,135.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21216

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Underground Fuel Storage Tank Monitoring System Services. Pursuant to the Tollway's Invitation for Bid No. 16-0069R, the Tollway has determined that Stenstrom Petroleum Services, Inc. (d.b.a. Stenstrom Petroleum Services Group) is the lowest responsive and responsible bidder for Underground Fuel Storage Tank Monitoring System Services for an upper limit of compensation not to exceed \$127,760.00.

Resolution

The bid from Stenstrom Petroleum Services, Inc. (d.b.a. Stenstrom Petroleum Services Group) for the purchase of Underground Fuel Storage Tank Monitoring System Services is accepted. Contract No. 16-0069R is approved in an amount not to exceed \$127,760.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21217

Background

The Illinois State Toll Highway Authority (the “Tollway”) has previously purchased Off-Road Equipment (Contract No. 14-0095A) from McCann Industries, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$499,758.00 for the purchase of additional Off-Road Equipment.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 14-0095A for the purchase of additional Off-Road Equipment from McCann Industries, Inc. is approved in an amount not to exceed \$499,758.00 (increase from \$924,976.50 to \$1,424,734.50). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21218

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Tripwire Software Maintenance, Support, and Services (Contract No. 15-0147) from Alert IT Solutions, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$159,991.14 for the purchase of additional Tripwire Software Maintenance, Support, and Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 15-0147 for the purchase of additional Tripwire Software Maintenance, Support, and Services from Alert IT Solutions, Inc. is approved in an amount not to exceed \$159,991.14 (increase from \$412,656.20 to \$572,647.34). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21219

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Automatic Toll Payment Machines ("ATPMs") as well as associated delivery, removal, installation, and warranty services which include future parts replenishment. The ATPMs will interface with the existing Tollway lane equipment and provide revenue capture and accounting information for cash, credit and debit card transactions. Pursuant to the Tollway's Request for Proposal No. 14-0065, and upon evaluation by a selection committee, the Tollway has determined that BIT Mobility Solutions LLC is the best qualified to provide ATPMS, with an upper limit of compensation not to exceed \$33,200,000.00.

Resolution

The proposal from BIT Mobility Solutions LLC for the purchase of Automatic Toll Payment Machines is accepted. Contract No. 14-0065 is approved in an amount not to exceed \$33,200,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21220

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in renewing contract No. 13-0082 with Jacobs Engineering Group, Inc. for System Integrator Services. Jacobs helps lead milestone tracking, issues resolution, quality assurance, and stakeholder coordination throughout the implementation of new systems, upgrades and developments.

Resolution

The renewal of Contract No. 13-0082 to Jacobs Engineering Group, Inc. for System Integrator Services is approved in an amount not to exceed \$5,600,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21221

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-4279 for Pavement and Bridge Repairs and Preservation on the Tri-State Tollway (I-294) from Milepost 8.25 to Milepost 17.6. The lowest responsible bidder on Contract No. RR-16-4279 is Lorig Construction Company in the amount of \$7,401,008.60.

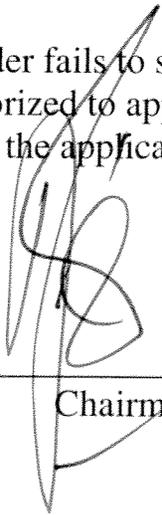
Resolution

Contract No. RR-16-4279 is awarded to Lorig Construction Company in the amount of \$7,401,008.60, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____


Chairman

RESOLUTION NO. 21222

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-9195 for Sign Panel Fabrication and Installation Upon Request, Systemwide. The lowest responsible bidder on Contract No. RR-16-9195 is Western Remac, Inc., in the amount of \$1,642,063.00.

Resolution

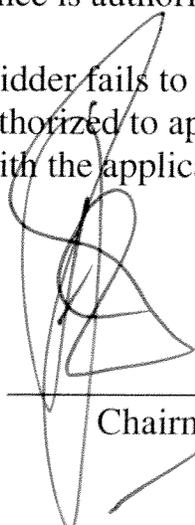
Contract No. RR-16-9195 is awarded to Western Remac, Inc. in the amount of \$1,642,063.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____

Chairman



RESOLUTION NO. 21223

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-4284 for Bridge Removal and Roadway Reconstruction on the Reagan Memorial Tollway (I-88) from Milepost 53.5 to Milepost 54.3. The lowest responsible bidder on Contract No. RR-16-4284 is Martin & Company Excavating in the amount of \$3,558,570.93.

Resolution

Contract No. RR-16-4284 is awarded to Martin & Company Excavating in the amount of \$3,558,570.93, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____


Chairman

RESOLUTION NO. 21224

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20887 approved November 19, 2015, entered into an Agreement with Globetrotters Engineering Corporation on Contract I-15-4241 for Construction Management Services Upon Request, Systemwide.

Per Tollway request, Globetrotters Engineering Corporation has submitted a proposal to provide Supplemental Construction Management Services for Contract I-15-4241, increasing the contract upper limit by \$1,000,000.00, from \$3,500,000.00 to \$4,500,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Globetrotters Engineering Corporation.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Globetrotters Engineering Corporation consistent with the aforementioned proposal to increase the contract upper limit by \$1,000,000.00, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21225

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20700 approved May 28, 2015, entered into an Agreement with Terra Engineering, Ltd. on Contract RR-14-5704 for Construction Management Services Upon Request, Systemwide.

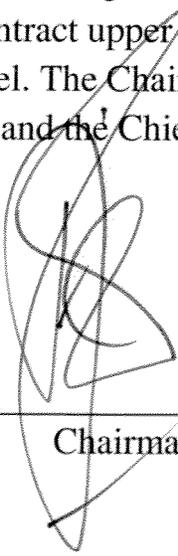
Per Tollway request, Terra Engineering, Ltd. has submitted a proposal to provide Supplemental Construction Management Services for Contract RR-14-5704, increasing the contract upper limit by \$2,000,000.00, from \$ 2,000,000.00 to \$4,000,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Terra Engineering, Ltd.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Terra Engineering, Ltd. consistent with the aforementioned proposal to increase the contract upper limit by \$2,000,000.00, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman



RESOLUTION NO. 21226

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20702 approved May 28, 2015, entered into an Agreement with Harry O. Hefter Associates, Inc. on Contract RR-14-5705 for Construction Management Services Upon Request, Systemwide.

Per Tollway request, Harry O. Hefter Associates, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract RR-14-5705, increasing the contract upper limit by \$2,000,000.00, from \$4,000,000.00 to \$6,000,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Harry O. Hefter Associates, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Harry O. Hefter Associates, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$2,000,000.00, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21227

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20701 approved May 28, 2015, entered into an Agreement with Engineering Services Group, Inc. on Contract RR-14-9171 for Construction Management Services Upon Request, Systemwide.

Per Tollway request, Engineering Services Group, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract RR-14-9171, increasing the contract upper limit by \$1,000,000.00, from \$2,000,000.00 to \$3,000,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Engineering Services Group, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Engineering Services Group, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$1,000,000.00, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:  _____
Chairman

RESOLUTION NO. 21228

Background

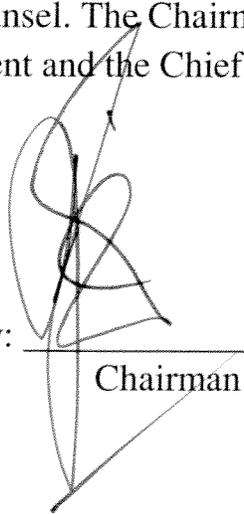
The Illinois State Toll Highway Authority (the “Tollway”), pursuant to Resolution No. 21047 approved May 26, 2016, entered into an Agreement with Cotter Consulting, Inc. on Contract RR-16-9189 for Facilities Construction Management Services Upon Request, Systemwide.

Per Tollway request, Cotter Consulting, Inc has submitted a proposal to provide Supplemental Construction Management Services for Contract RR-16-9189, increasing the contract upper limit by \$1,000,000.00, from \$2,500,000.00 to \$3,500,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Cotter Consulting, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Cotter Consulting, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$1,000,000.00, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman

A handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke, is written over the signature line and extends upwards into the text area.

RESOLUTION NO. 21229

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20698 approved May 28, 2015, entered into an Agreement with Singh & Associates, Inc. on Contract RR-14-5703 for Design Upon Request Services , Systemwide.

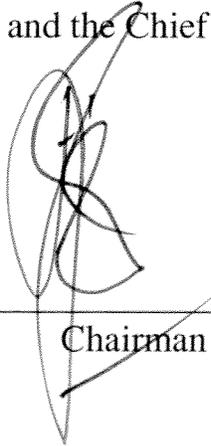
Per Tollway request, Singh & Associates, Inc. has submitted a proposal to provide Supplemental Design Upon Request Services for Contract RR-14-5703, increasing the contract upper limit by \$2,000,000.00, from \$2,500,000.00 to \$4,500,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Singh & Associates, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Singh & Associates, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$2,000,000.00, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman



RESOLUTION NO. 21230

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20525 approved November 20, 2014, entered into an Agreement with Rubinos & Mesia Engineers, Inc. on Contract I-14-4196 for Design Upon Request Services, on the Jane Addams Memorial Tollway (I-90) and Systemwide.

Per Tollway request, Rubinos & Mesia Engineers, Inc. has submitted a proposal to provide Supplemental Design Upon Request Services for Contract I-14-4196, increasing the contract upper limit by \$2,750,000.00, from \$3,000,000.00 to \$5,750,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Rubinos & Mesia Engineers, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Rubinos & Mesia Engineers, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$2,750,000.00, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21231

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the County of DuPage ("County"), the City of Wood Dale ("Wood Dale), the Village of Itasca ("Itasca"), and the Village of Bensenville ("Bensenville") in connection with construction of Illinois Route 390. The County has requested LED illuminated signage at various frontage roads along the project. Wood Dale, Itasca and Bensenville have requested black coated access control fencing adjacent to their jurisdictional limits. The Tollway agrees to these requests subject to reimbursement in the following estimated amounts: \$27,663.25 (Itasca), \$5,025.50 (Bensenville), \$58784.55 (DuPage), \$37,858(Wood Dale).

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement among the Illinois State Tollway Highway Authority, the County of DuPage, the City of Wood Dale, the Village of Itasca, and the Village of Bensenville in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE COUNTY OF DUPAGE,
THE CITY OF WOOD DALE,
THE VILLAGE OF ITASCA
AND
THE VILLAGE OF BENSENVILLE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 20___, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", the COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY", THE CITY OF WOOD DALE, a municipal corporation of the State of Illinois, hereinafter called "WOOD DALE", THE VILLAGE OF ITASCA, a municipal corporation of the State of Illinois, hereinafter called "ITASCA", and THE VILLAGE OF BENSENVILLE, a municipal corporation of the State of Illinois, hereinafter called "BENSENVILLE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Elgin O'Hare Expressway, extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known in its entirety as Illinois Route 390, and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, certain construction contracts occur within PARTIES' jurisdictional limits. This AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-14-4638, Intelligent Transportation Systems (ITS) along Illinois Route 390 from east of U.S. Route 20 (Lake Street) to east of Illinois Route 83 (Busse Road), hereinafter referred to as the "PROJECT"; and

WHEREAS, the scope of work of the PROJECT includes construction of new tolling and ITS equipment along Illinois Route 390 from east of U.S. Route 20 to east of Illinois Route 83. The work also includes the installation underpass lighting at Prospect Avenue, access control fencing, landscaping, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY include in its PROJECT LED illuminated signage at the intersections of Illinois Route 53 (Rohlwing Road) with the eastbound and westbound frontage roads, Norwood Avenue and West Thorndale Avenue (hereinafter referred to as the "COUNTY's IMPROVEMENTS"); and

WHEREAS, WOOD DALE requests that the ILLINOIS TOLLWAY include in its PROJECT black coated access control fencing, hereinafter referred to as "WOOD DALE's IMPROVEMENTS"; and

WHEREAS, the ITASCA requests that the ILLINOIS TOLLWAY include in its PROJECT black coated access control fencing, hereinafter referred to as "ITASCA's IMPROVEMENTS"; and

WHEREAS, the BENSENVILLE requests that the ILLINOIS TOLLWAY include in its PROJECT black coated access control fencing, hereinafter referred to as "BENSENVILLE's IMPROVEMENTS"; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the COUNTY's, WOOD DALE's, ITASCA's and BENSENVILLE's request to add their IMPROVEMENTS to the PROJECT; and

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

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; and

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

WHEREAS, WOOD DALE by virtue of its powers as set forth in the "Illinois Municipal Code," 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, ITASCA by virtue of its powers as set forth in the "Illinois Municipal Code," 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, BENSENVILLE by virtue of its powers as set forth in the "Illinois Municipal Code," 65 ILCS 5/1-1-1 *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 hereto agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by WOOD DALE, ITASCA and BENSENVILLE as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications that affect the PARTIES for their review and comment at the following stage of plan preparation:

Final

- B. The final approved plans and specifications for the PROJECT improvements that affect the PARTIES shall be promptly delivered via hard copy and DVD format to the PARTIES by the ILLINOIS TOLLWAY.
- C. The PARTIES shall review the plans and specifications which impact their respective maintained highways and facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from any PARTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the PARTIES respectively shall mean the PARTIES agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact their maintained highways. In the event of disapproval, the PARTY disapproving will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY
- D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-DuPage Soil and Water Conservation District, DuPage County, including but not limited to the Department of Building & Zoning and the Division of Transportation, Illinois Environmental Protection Agency, City of Wood Dale, the Village of Itasca, Village of Bensenville, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate,

insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- F. The PARTIES respectively shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way within the PROJECT limits to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by any PARTY.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall acquire all necessary rights of way (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its written Policies and Procedures.
- B. The acquisition or transfer of permanent right of way interests is not required from WOOD DALE, ITASCA, or BENSENVILLE for the construction of this PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in WOOD DALE, ITASCA, or BENSENVILLE property or rights of way which the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their Toll Highway system. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in WOOD DALE, ITASCA, or BENSENVILLE right of way to the ILLINOIS TOLLWAY in regards to this AGREEMENT.
- C. The acquisition or transfer of permanent right of way interests required from the COUNTY for the construction of the PROJECT pursuant to the approved plans and specifications will be as defined under a separate Intergovernmental Agreement with the COUNTY.
- D. If during the construction of the PROJECT it becomes necessary for the ILLINOIS TOLLWAY to enter upon and temporarily use lands owned by any of the PARTIES, that permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.
- E. The PARTIES shall apply for a permit from the ILLINOIS TOLLWAY for any landscaping improvements. Such landscaping should be compliant with the Federal Aviation Administration Advisory Circular, Hazardous Wildlife Attractants On or Near Airports (Advisory Circular No: 150/5200-33B) on ILLINOIS TOLLWAY right of way. Approval of said permits for landscaping shall not be unreasonably withheld by the ILLINOIS TOLLWAY.

- F. By request, the ILLINOIS TOLLWAY will provide the COUNTY and WOOD DALE access to the parkway north of the north curb of the south frontage road to the eastbound Illinois Route 390 retaining wall between Lively Boulevard and Edgewood Avenue on ILLINOIS TOLLWAY right of way for routine maintenance as needed.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing PARTY rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the PARTIES jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the other PARTIES.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect any of the PARTIES shall be submitted to that PARTY for approval prior to commencing such work. The PARTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the PARTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the PARTY within thirty (30) calendar days after delivery to the PARTY of the proposed deviation, or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the PARTIES, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar day's written notice to the PARTIES prior to commencement of work on the PROJECT.

- D. The PARTIES and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects their system. The PARTIES may assign personnel to perform inspections on behalf of all work included in the PROJECT that affects the respective PARTY's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the respective PARTY, and the PARTIES shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If any PARTY does not perform a final inspection within twenty one (21) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the PARTY. At the request of the respective PARTY, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the PARTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The PARTY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV.B., due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- H. As-built drawings of the PROJECT shall be provided to the PARTIES, in both paper format and electronically, within sixty (60) calendar days after completion of the work.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the PARTIES as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the COUNTY for the COUNTY's IMPROVEMENTS is \$51,117.00 for construction costs of the LED illuminated signage at the traffic signals at the intersections of Illinois Route 53 with the eastbound and westbound frontage roads, Norwood Avenue and West Thorndale Avenue, \$2,555.85 (5% of construction costs) for preliminary and design engineering, and \$5,111.70 (10% of construction costs) for construction engineering, for a total estimated cost of \$58,784.55.
- D. The COUNTY in separate documents shall convey Parcel EO-1B-12-011 to the ILLINOIS TOLLWAY. The approved appraised market value is \$445,700.00 to be credited to the COUNTY to offset the cost of the COUNTY's IMPROVEMENTS.
- E. The COUNTY and the ILLINOIS TOLLWAY agree that a portion of the parcel credit of \$445,700.00 has been utilized to offset costs for the COUNTY's IMPROVEMENTS requested to be included in ILLINOIS TOLLWAY Contract I-14-4642 (estimated to be \$167,068.00), Contract I-13-4629 (estimated to be \$100,207.55), and Contract I-14-4644 (estimated to be \$104,316.62) leaving an estimated balance of \$74,107.83 which shall be utilized to offset the cost of the COUNTY's IMPROVEMENTS requested to be included with ILLINOIS TOLLWAY Contract I-14-4638 leaving an estimated balance due to the COUNTY of \$15,323.28. The COUNTY's remaining balance shall be carried over as a credit and be utilized to offset costs for COUNTY IMPROVEMENTS requested and defined under other EOWA project agreements.
- F. It is mutually agreed by the PARTIES hereto that the estimated cost to WOOD DALE for WOOD DALE's IMPROVEMENTS are \$32,920.00 for construction costs (cost differential for black access control fencing along eastbound Illinois Route 390 from Mittel Boulevard to Lively Boulevard, including connections at Mittel Boulevard, Wood Dale Road, and Lively Boulevard), \$1,646.00 (5% of construction costs) for preliminary and design engineering, and \$3,292.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$37,858.00.
- G. WOOD DALE has conveyed land, as described under separate agreements, to the ILLINOIS TOLLWAY as required for the Illinois Route 390 construction. The land transferred by WOOD DALE to the ILLINOIS TOLLWAY was associated with ILLINOIS TOLLWAY Contracts I-13-4630, I-13-4631, and I-14-4640. WOOD

DALE and the ILLINOIS TOLLWAY also entered into a separate agreement for ILLINOIS TOLLWAY Contracts I-14-4644 and I-14-4642, which did not involve land conveyance. As described in the agreements for the aforementioned contracts, WOOD DALE has requested that work be added (CITY's IMPROVEMENTS or as referred to in this AGREEMENT WOOD DALE's IMPROVEMENTS) and the ILLINOIS TOLLWAY has included the requested work in the contracts. The cost for the WOOD DALE requested work has been partially offset by the cost for the land to be conveyed from WOOD DALE to the ILLINOIS TOLLWAY.

The land conveyance and estimated WOOD DALE's IMPROVEMENT costs are as follows:

	<u>Land Conveyance</u>	<u>WOOD DALE IMPROVEMENTS</u>
Contract I-13-4630	\$1,090,000.00	\$ 157,689.16
Contract I-13-4631	\$ 107,000.00	\$ 9,801.74
Contract I-14-4640	\$ 345,000.00	\$ 666,061.40
Contract I-14-4644	N/A	\$ 403,279.07
Contract I-14-4642	N/A	\$ 283,362.00
Contract I-14-4638	N/A	\$ 37,858.00
Total	\$1,542,000.00	\$1,558,051.37

- H. The estimated WOOD DALE's IMPROVEMENT costs are further detailed in the aforementioned agreements. The total cost for the WOOD DALE IMPROVEMENTS exceeds the ILLINOIS TOLLWAY cost of land to be conveyed by WOOD DALE to the ILLINOIS TOLLWAY; therefore the estimated remaining balance of \$16,051.37 shall be paid to the ILLINOIS TOLLWAY by WOOD DALE. The final cost of the WOOD DALE IMPROVEMENTS shall be based upon final actual construction costs..

WOOD DALE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, WOOD DALE will pay to the ILLINOIS TOLLWAY costs incurred under this AGREEMENT, in a lump sum, upon completion of the PROJECT, but not prior to May 1, 2018, based on final actual costs.

- I. It is mutually agreed by the PARTIES hereto that the estimated cost to ITASCA for ITASCA's IMPROVEMENTS are \$24,055.00 for construction costs (cost differential for black access control fencing along eastbound and westbound Illinois Route 390 between Arlington Heights Road and Prospect Avenue and along Ketter Drive to the westbound Illinois Route 390 entrance ramp), \$1,202.75 (5% of construction costs) for preliminary and design engineering, and \$2,405.50 (10% of construction costs) for construction engineering, for a total estimated cost of \$27,663.25.

- J. ITASCA agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, ITASCA will pay to the ILLINOIS TOLLWAY costs incurred under this AGREEMENT, in a lump sum, upon completion of the PROJECT, but not prior to May 1, 2018 based on final actual costs.
- K. It is mutually agreed by the PARTIES hereto that the estimated cost to BENSENVILLE for BENSENVILLE's IMPROVEMENTS are \$4,370.00 for construction costs (cost differential for black access control fencing along westbound Illinois Route 390 west of Illinois Route 83), \$218.50 (5% of construction costs) for preliminary and design engineering, and \$437.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$5,025.50.
- L. BENSENVILLE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, BENSENVILLE will pay to the ILLINOIS TOLLWAY costs incurred under this AGREEMENT, in a lump sum, upon completion of the PROJECT, but not prior to January 1, 2018 based on final actual costs.
- M. It is further agreed that notwithstanding the estimated cost, the PARTIES shall be responsible for the actual costs associated with their requested IMPROVEMENTS described in the Recital section of this AGREEMENT.
- N. Any PARTY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.
- O. The PARTIES shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements. The improvements, which would have been the PARTY's responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineer's estimate or subject to the PARTY's budgetary constraints. The PARTY shall be responsible for costs incurred for those items that would have been the PARTY's responsibility prior to providing notice for the reduction or elimination of said items.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means COUNTY, WOOD DALE, ITASCA, and BENSENVILLE.

- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY, WOOD DALE, ITASCA, and BENSENVILLE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments and piers, bridge girders/beams, bridge deck, expansion joints, parapet walls and drainage structures.
 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of

communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain, or cause to maintain Illinois Route 390 in its entirety, including the new tolling and ITS infrastructure installed as part of the PROJECT, access control fencing, and landscaping within ILLINOIS TOLLWAY right of way.
- B. The COUNTY agrees to be responsible to maintain, the LED illuminated signage at the traffic signals at the intersections of Illinois Route 53 with the eastbound and westbound frontage roads, Norwood Avenue and West Thorndale Avenue. The maintenance responsibilities for these LED illuminated street name signs are also defined as part of a separate agreement between the COUNTY, ILLINOIS TOLLWAY, ITASCA, the Illinois Department of Transportation, and Cook County for ILLINOIS TOLLWAY Contracts I-13-4601, I-13-4607 and I-13-4621. The COUNTY agrees to be responsible for the Illinois Route 390 underpass lighting at Prospect Avenue and for maintenance of the parkway from Lively Boulevard to Edgewood Avenue north of the north curb of the south frontage road to the eastbound Illinois Route 390 retaining wall on ILLINOIS TOLLWAY right of way, including but not limited to lawn mowing, trimming of trees and shrubs, and litter control.
- C. The COUNTY agrees, to the extent permitted by law, to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the maintenance on ILLINOIS TOLLWAY right of way.

- D. WOOD DALE agrees to be responsible for the cost differential incurred by the ILLINOIS TOLLWAY, subject to WOOD DALE review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without coating) for the fencing located along eastbound Illinois Route 390 from Mittel Boulevard to Lively Boulevard, including connections at Mittel Boulevard, Wood Dale Road and Lively Boulevard.
- E. WOOD DALE has the option of performing the routine maintenance consisting of graffiti removal on the retaining wall facing the south frontage road along eastbound Illinois Route 390 from Lively Boulevard to Edgewood Avenue. In the event WOOD DALE declines to perform the routine maintenance as described herein, the ILLINOIS TOLLWAY shall be responsible for graffiti removal from this retaining wall.
- F. WOOD DALE agrees, to the extent permitted by law, to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the maintenance on ILLINOIS TOLLWAY right of way.
- G. ITASCA agrees to be responsible for the cost differential incurred by the ILLINOIS TOLLWAY, subject to ITASCA review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without coating) for the fencing located along eastbound and westbound Illinois Route 390 between Arlington Heights Road and Prospect Avenue and along Ketter Drive to the westbound Illinois Route 390 entrance ramp.
- H. BENSENVILLE agrees to be responsible for the cost differential incurred by the ILLINOIS TOLLWAY, subject to BENSENVILLE review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without coating) for the fencing located along westbound Illinois Route 390 west of Illinois Route 83.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within their respective PARTY's existing maintenance/jurisdictional responsibilities that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES shall, upon completion of construction and final inspection, be the maintenance responsibility of the PARTIES, and all items of construction which are stipulated in this AGREEMENT to be maintained by the

ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

- C. The responsibilities for snow and ice removal from the roadways under jurisdiction of the respective PARTIES and for mowing and litter removal will be handled under a separate agreement between the PARTIES.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the County of DuPage (COUNTY), City of Wood Dale (WOOD DALE), the Village of Itasca (ITASCA), the Village of Bensenville (BENSENVILLE) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- B. 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.
- C. Wherever in this AGREEMENT approval or review by any of the PARTIES or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than thirty (30) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- F. In the event of a dispute between PARTIES in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineer of the ILLINOIS TOLLWAY, the Director of Public Works of WOOD DALE, the Village Engineer of ITASCA and the Director of Public Works of BENSENVILLE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the COUNTY's

IMPROVEMENTS, or a dispute concerning the plans and specifications for the COUNTY's IMPROVEMENTS, the Director of Transportation/County Engineer of the COUNTY and the Chief Engineer of the ILLINOIS TOLLWAY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the COUNTY's IMPROVEMENTS, the decision of the Director of Transportation/County Engineer of the COUNTY shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.

- H. In the event of a dispute between WOOD DALE, ITASCA, BENSENVILLE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to any of the PARTIES (requested work, utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for any of the individual PARTY's (requested work, utilities, facilities, roadways, etc.), the Chief Engineer of the ILLINOIS TOLLWAY and the individual PARTY's Engineer/Director of Public Works shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the PARTY's (requested work, utilities, facilities, roadways, etc.), the decision of the PARTY's Engineer/Director of Public Works shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- I. This AGREEMENT may be executed in five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- J. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- K. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006551 and it is doing business as a governmental entity, whose mailing address is The DuPage County Division of Transportation, Jack T. Knuepfer Administration Building, 421 North County Farm Road, Wheaton, Illinois 60187.
- L. Under penalties of perjury, WOOD DALE certifies that its correct Federal Tax Identification number is 36-6008457 and it is doing business as a governmental entity, whose mailing address is The City of Wood Dale, 404 North Wood Dale Road, Wood Dale, Illinois 60191.
- M. Under penalties of perjury, ITASCA certifies that its correct Federal Tax Identification number is 36-6005935 and it is doing business as a governmental entity, whose mailing address is The Village of Itasca, 550 W. Irving Park Road, Itasca, Illinois 60143.

- N. Under penalties of perjury, BENSENVILLE certifies that its correct Federal Tax Identification number is 36-6005794 and it is doing business as a governmental entity, whose mailing address is The Village of Bensenville, 12 S. Center Street, Bensenville, Illinois 60106.
- O. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- P. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- Q. The failure by any of the PARTIES 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 any PARTY to this AGREEMENT unless such provision is waived in writing.
- R. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- S. 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 Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineer

To the COUNTY:

The DuPage County Division of
Transportation
Jack T. Knuepfer Administration
Building
421 North County Farm Road
Wheaton, Illinois 60187.
Attn: Director of
Transportation/County
Engineer

To WOOD DALE:

The City of Wood Dale
404 North Wood Dale Road
Wood Dale, Illinois 60191
Attn: City Manager

To ITASCA:

The Village of Itasca
550 W. Irving Park Road
Itasca, Illinois 60143
Attn: Village Administrator

To BENSENVILLE:

The Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
Attn: Director of Public Works

- T. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or any of the PARTIES under the AGREEMENT for a minimum of three (3) 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, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- U. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This section intentionally left blank)

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

COUNTY OF DUPAGE

By: _____
Daniel J. Cronin
Chairman, DuPage County Board

Attest: _____
Paul Hinds, County Clerk

Date: _____

THE VILLAGE OF ITASCA

By: _____
Jeff Pruyn
Mayor

Attest: _____

Date: _____

(Please Print Name)

THE CITY OF WOOD DALE

By: _____
Nunzio Pulice
Mayor

Attest: _____
Shirley J. Siebert,
City Clerk

Date: _____

THE VILLAGE OF BENSENVILLE

By: _____
Martin O'Conner
President Pro-tem

Attest: _____
Ilsa Rivera-Trujillo,
Village Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____

Greg M. Bedalov
Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany B. Schafer
Senior Assistant Attorney General, State of Illinois

DRAFT

RESOLUTION NO. 21232

Background

The Illinois State Toll Highway Authority (the “Tollway”), pursuant to the Toll Highway Act, 605 ILCS 10/1 et seq, is granted all powers necessary to carry out legislative purposes as to the construction, operation, regulation and maintenance of its system of toll highways.

It is in the best interest of the Tollway to clarify in its official records that certain Tollway management employees will be identified by new formal titles and often perform functions previously associated with another manager title. In particular, the Tollway’s Chief Operating Officer (“COO”) may perform certain duties historically performed by the Chief of Staff, as well as other duties as enumerated in the COO’s job description or otherwise required by the Tollway Board or Executive Director.

The Tollway’s Chief Financial Officer (“CFO”) will perform certain duties historically performed by the Chief of Finance, as well as other duties as enumerated in the CFO’s job description or otherwise required by the Tollway Board or Executive Director.

Accordingly, it is in the Tollway’s best interest to ensure that the COO and CFO are vested with authority in all respects to exercise signature authority, approval authority and all other responsibilities that have been previously exercised by the Chief of Staff and Chief of Finance, respectively.

The Tollway’s Chief Engineering Officer (“CEO”) will perform certain duties historically performed by the Chief Engineer, as well as other duties as enumerated in the CEO’s job description or otherwise required by the Tollway Board or Executive Director.

Resolution

The position of Tollway Chief Operating Officer (“COO”) is hereby vested with all necessary authority to conduct business on the Tollway’s behalf consistent

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Resolution - Continued

with the COO's job description or as otherwise required by the Tollway Board or Executive Director.

The position of Tollway Chief Financial Officer ("CFO") is hereby vested with all necessary authority to conduct business on the Tollway's behalf consistent with the CFO's job description or as otherwise required by the Tollway Board or Executive Director.

The position of Tollway Chief Engineering Officer ("CEO") is hereby vested with all necessary authority to conduct business on the Tollway's behalf consistent with the CEO's job description or as otherwise required by the Tollway Board or Executive Director.

It is further resolved that all signature and approval authorities that have previously been vested in the position of Chief of Staff, Chief of Finance and Chief Engineer are hereby vested, respectively, in the positions of COO, CFO and CEO. Without limitation, signature and approval authorities are hereby ratified and affirmed as to the positions of COO, CFO and CEO, in the following areas: (i) approval of Tollway procurements (see Resolutions 17529, 19668); (ii) approval of vouchers, warrants, checks and orders on the Treasurer of the State of Illinois for the disbursement of funds of the Tollway (see Resolution 19761); (iii) authorization to conduct usual and customary banking activities, including being deemed an "Authorized Officer" of the Tollway (see Resolution 19759) and to facilitate payments to Inter-Agency Group members in connection with tolls due for Illinois Tollway patron transponder usage on IAG member toll roads (see Resolution 19760); (iv) approval of settlements related to workers' compensation claims of Tollway employees (see Resolution 19990); (v) approvals associated with the handling and settlement of General Liability and Automobile Liability claims (see Resolution 15407); (vi) approval of change orders, extra work orders and authorizations to proceed (collectively "Change Orders") on construction projects (see Resolution 19806, 17250 and 16832).

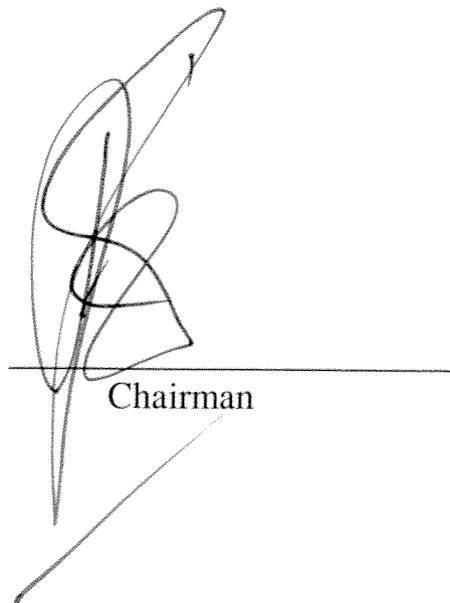
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Resolution - Continued

It is further resolved that, as to the position of Chief of Staff, nothing stated herein is intended to remove or adjust any authority levels established for the Chief of Staff in any prior Board resolutions, such that to the extent the Tollway may employ a Chief of Staff in the future that individual will maintain all authority levels vested specifically in the Chief of Staff in any resolutions of this Board.

The Executive Director, or his designee, is authorized to prepare and approve any documents which may be necessary to effectuate the purposes of this resolution, and all actions taken to effectuate such purposes are hereby ratified and approved.

Approved by:



Chairman