

RESOLUTION NO. 21436

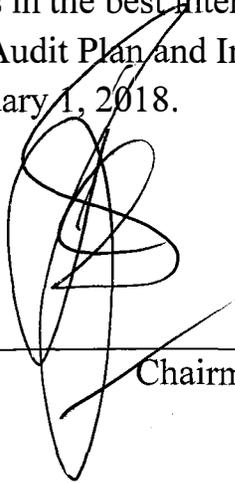
Background

International Standards for the Professional Practice of Internal Auditing Standards, the Fiscal Control and Internal Auditing Act (“FCIAA”), and the State Internal Audit Advisory Board (“SIAAB”) require that The Illinois State Toll Highway Authority’s (the “Tollway”) Internal Audit Plan be presented to the Executive Director and the Board of Directors on an annual basis. The Executive Director has approved the 2018-2019 Internal Audit Plan and the Internal Audit Charter. The Audit Committee has recommended placing the Internal Audit Plan on the Board Agenda for consideration and approval by the Board of Directors.

Resolution

Whereas, the proposed 2018-2019 Internal Audit Plan and Internal Audit Charter having been reviewed and approved by the Tollway’s Executive Director and by the Audit Committee on December 13, 2017, the Board of Directors hereby determines it is in the best interest of the Tollway to adopt, as presented, the 2018-2019 Internal Audit Plan and Internal Audit Charter for a period of two years beginning January 1, 2018.

Approved by:



Chairman

RESOLUTION NO. 21437

Background

Article VII, Section 710, of the "Amended and Restated Trust Indenture (March 31, 1999)" ("Trust Indenture") of The Illinois State Toll Highway Authority ("Tollway") requires that the Board of Directors of the Tollway adopt an Annual Budget for each Fiscal Year. Section 713 of the Trust Indenture requires, among other things, that tolls for the use of the Tollway System be at rates not less than that set forth in an established schedule of tolls meeting the requirements of said Section 713 and that the Tollway shall cause the Traffic Engineers to make a written estimate of the revenues from tolls for the last four months of the current fiscal year and for the ensuing fiscal year, and that the Tollway complete a review of its financial condition.

Section 10(c) of the Toll Highway Act provides in part that the Tollway, in fixing the rate for tolls for the privilege of using the toll highways, is authorized and directed, in fixing such rates, to base the same upon estimates to be made, recorded and filed with the Tollway that include the estimated total amount of the use of the toll highways and the estimated amount of the revenue to be derived therefrom, so that said revenue, when added to all other receipts and income, will be sufficient to pay the expense of maintaining and operating said toll highways, including the administrative expenses of the Tollway, and to discharge all obligations of the Tollway as they become due and payable.

Section 19 of the Toll Highway Act requires, in part, that the Tollway fix and revise, from time to time, tolls or charges or rates for the privilege of using the toll highways at rates calculated to provide the lowest reasonable toll rates that will provide funds sufficient with other revenues of the Tollway to pay (a) the cost of the construction of a toll highway authorized by joint resolution of the General Assembly pursuant to Section 14.1 of the Toll Highway Act and the reconstruction, major repairs or improvements of toll highways, (b) the cost of maintaining, repairing, regulating and operating the toll highways including only the necessary expenses of the Tollway, and (c) the principal of all bonds, interest thereon and all sinking fund requirements and other requirements provided by resolutions authorizing the issuance of the bonds as they shall become due.

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Background - Continued

The Chief Financial Officer has completed a review of the financial condition of the Tollway taking into consideration the requirements of the Tollway's Trust Indenture and the Toll Highway Act, including estimates of the Traffic Engineer filed with the Tollway, and has heretofore provided information and recommendations to the Board of Directors regarding the tolls to be charged for the use of the Tollway System taking into consideration the Operating Expense Budget, the Renewal and Replacement Deposit, the Improvement Requirement, and the debt service obligations of the Tollway.

Resolution

Per the recommendation of the Chief Financial Officer regarding a 2018 Annual Budget, the amount budgeted for Operating Expenses of The Illinois State Toll Highway Authority for the fiscal year 2018 is \$352,750,078 in the estimated classifications and divisions as set forth below:

Administration	\$4,346,720
Business Systems	\$85,854,395
Communications	\$1,669,684
Diversity and Strategic Development	\$5,845,709
Engineering	\$76,018,307
Executive Office and Directors	\$2,283,273
Office of Finance	\$61,312,877

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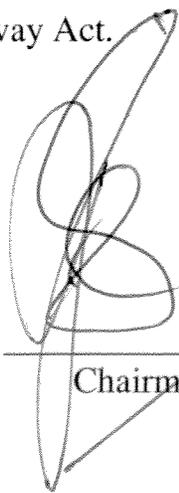
Resolution - Continued

Information Technology	\$18,682,034
Office of Inspector General	\$953,909
Internal Audit	\$924,163
Legal	\$1,854,268
Planning	\$2,375,141
Illinois State Police District 15	\$33,693,909
Toll Operations	\$56,935,688
Total Operating Expense Budget	\$352,750,078

2. The amount budgeted for the Required Renewal and Replacement Deposit for the fiscal year 2018, as recommended by the Consulting Engineer, is \$420 million.

3. The current toll rate schedules heretofore established for the use of the toll highways are determined to be proper in accordance with the Tollway's Trust Indenture and are determined to be at the lowest reasonable rate in accordance with the Toll Highway Act.

Approved by:



Chairman

RESOLUTION NO. 21438

Background

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of the Illinois State Toll Highway Authority (the “Tollway”), requires the Tollway to provide to the extent reasonably obtainable and or otherwise described in the Indenture, property insurance coverage on the facilities of the Tollway System that are of an insurable nature and to provide use and occupancy insurance covering loss of revenues by reason of interruptions in the use of facilities of the Tollway System. The current coverage expires February 28, 2018, and it is advisable to continue such coverage.

In 2014 Central Management Services (CMS) of Illinois entered into a master contract with Mesirow Insurance Services, Inc. to provide Insurance Broker Services. Pursuant to this master contract, the Tollway engaged the services with the Insurance Broker to obtain proposals for Property Insurance Protection.

It is now in the best interest of the Tollway to enter into (i) an agreement with RSUI Indemnity Company to provide property insurance coverage for the bridges, structures, and certain other assets outside of the Tollway’s Central Administration Facility, as well as business interruption insurance for loss of tolls, and (ii) an agreement with Chubb Insurance Group to provide property insurance coverage for the Tollway’s Central Administration Facility.

The Consulting Engineers have certified to the Tollway that the amounts of said coverage are in accordance with the requirements of the Indenture.

Resolution

RSUI Indemnity Company’s offer to provide blanket property insurance coverage through Mesirow Insurance Services, Inc., for the period March 1, 2018 to March 1, 2019 for an annual premium of \$1,003,610.00, subject to adjustments based on additional facilities or a large increase in replacement cost, is approved. Chubb Insurance Group’s offer to provide coverage of the Tollway’s Central

RESOLUTION NO. 21438

Resolution - Continued

Administration Facility for the period of March 1, 2018 to March 1, 2019 for an annual premium of \$51,488.00 through Mesirow Insurance Services, Inc. (for a combined annual premium of \$1,055,098.00), subject to adjustments for additional facilities or changes in replacement cost, is approved.

The Chairman or the Executive Director is authorized to execute any and all documents necessary to effectuate said insurance coverage, subject to the approval of the Acting General Counsel, and the Chief Financial Officer is authorized to approve issuance of warrants in payment thereof.

Approved by:

A handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke, positioned above a horizontal line.

Chairman

RESOLUTION NO. 21439

Background

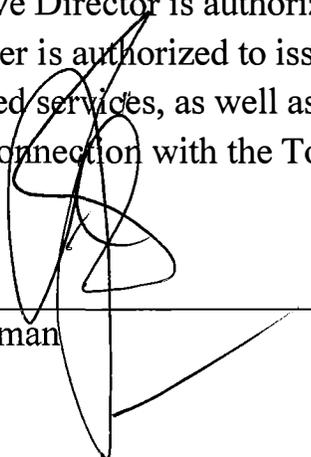
It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to continue to provide health insurance, including health management organization ("HMO") and preferred provider organization ("PPO") medical, dental and optical benefits coverage for Tollway employees. On August 19, 2009, the Tollway issued a Request for Proposals for the provision of health care benefits, said provision of services to cover the period of March 1, 2010 through February 28, 2011, with the option of nine additional one-year renewals. After a review and evaluation of all proposals it was determined that Health Care Services Corporation's (Blue Cross/Blue Shield) proposal, dated October 1, 2009, best met the Tollway's health care needs. It is in the best interest of the Tollway to pursue the eighth one-year optional renewal and enter into an agreement with Blue Cross/Blue Shield for the 2018-2019 plan year.

Resolution

The proposals of Health Care Services Corporation (Blue Cross/Blue Shield) to provide the aforementioned services and coverage for the period of March 1, 2018 through February 28, 2019 are accepted; the Acting General Counsel and the Chief Financial Officer are authorized to negotiate the final terms and conditions and prepare any and all documents necessary to effectuate the appropriate agreements with Health Care Services Corporation (Blue Cross/Blue Shield); the Chairman or the Executive Director is authorized to execute said agreements; and the Chief Financial Officer is authorized to issue warrants from time to time in payment for the contracted services, as well as payments that may arise under the Affordable Care Act in connection with the Tollway's health plans.

Approved by: _____

Chairman



RESOLUTION NO. 21440

Background

Pursuant to the provisions of the Toll Highway Act of the State of Illinois, as amended (the “Act”) and the Amended and Restated Trust Indenture between The Illinois State Toll Highway Authority (the “Tollway”) and The Bank of New York Mellon Trust Company, N.A., as successor Trustee (the “Trustee”), effective March 31, 1999 as supplemented and amended to the date of adoption of this Resolution (the “Trust Indenture”) the Tollway is authorized to issue its revenue bonds for any lawful purpose including, among others, extending and improving the Tollway System. Capitalized terms in this resolution are as defined in the Trust Indenture.

On September 30, 2004, the Authority adopted Resolution No. 16540 approving a \$5.3 billion long range plan for the Tollway System, “Open Roads for a Faster Future”, which long range plan was amended, revised and modified, including increasing the approved amount to \$6.3 billion, pursuant to Resolution No. 17844 adopted by the Authority on September 7, 2007 (said long range plan as amended, revised and modified is referred to herein as the “Congestion-Relief Plan Project”).

Costs of the Congestion-Relief Plan Project have been paid from available funds of the Authority and proceeds of the following issuances of senior lien revenue bonds: 2005A Series A on June 22, 2005; 2006 Series A on June 7, 2006; 2007 Series A on November 1, 2007; 2008 Series B on November 18, 2008; 2009 Series A on May 21, 2009; and 2009 Series B on December 8, 2009.

The Trust Indenture requires that the completion, substantial completion or abandonment of construction of the Congestion-Relief Plan Project shall be evidenced by a resolution of the Tollway, supported by a certificate of the Consulting Engineers, which shall be filed promptly with the Treasurer and the Trustee, stating the date of such completion, anticipated completion or

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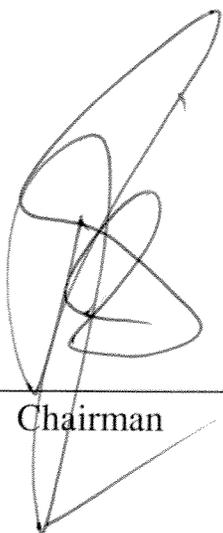
Background - Continued

abandonment and the amount, if any, required to be retained in the Congestion-Relief Plan Project Construction Account for the payment of any remaining Costs of Construction of the Congestion-Relief Plan Project to be financed with funds on deposit in the Congestion-Relief Plan Project Construction Account.

Resolution

The Congestion-Relief Plan Project is substantially complete. Such statement is supported by a certificate of the Consulting Engineers dated December 6, 2017. The anticipated final completion of the Congestion-Relief Plan Project is on or before December 31, 2018. There are no funds remaining in the Congestion-Relief Plan Project Construction Account. No remaining payments for Costs of Construction of the Congestion-Relief Plan Project will be paid from bond proceeds. In accordance with the Trust Indenture, the Chief Financial Officer of the Authority is directed to file a copy of this resolution with Treasurer and the Trustee.

Approved by:



Chairman

RESOLUTION NO. 21441

Background

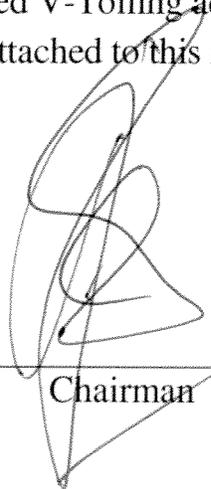
It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to update its administrative rules to reflect a change in its video tolling ("V-Tolling") policy. The Tollway processes what is a growing volume of V-Tolls which occur when its I-PASS customers fail, or otherwise neglect, to properly mount a transponder in or on the vehicle. In an effort to reduce V-Tolling costs and increase toll collection efficiency, staff recommends that the Tollway charge its excessive V-Tolling customers the cash toll rate, starting with the sixth V-Toll charged against a particular license plate in a month. Tollway customers will continue to be charged the discounted I-PASS rate for the first five V-Tolls charged against each license plate each month.

The Tollway has submitted proposed changes to its V-Tolling processes for review and approval in accordance with the Illinois Administrative Procedure Act (5 ILCS 100/1) and those changes have been approved in accordance with the Act.

Resolution

The Chief Financial Officer, Chief of Business Systems and the Acting General Counsel are authorized to implement changes to its business operations consistent with the amended V-Tolling administrative rulemaking in a form substantially similar as that attached to this resolution.

Approved by:



Chairman

RESOLUTION NO. 21442

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4330 for Landscape Planting Improvements, on the Veterans Memorial Tollway (I-355) from Milepost 12.2 (I-55) to Milepost 19.85 (Warrenville Road). The lowest responsible bidder on Contract No. RR-17-4330 is Allied Landscaping Corporation in the amount of \$827,457.60.

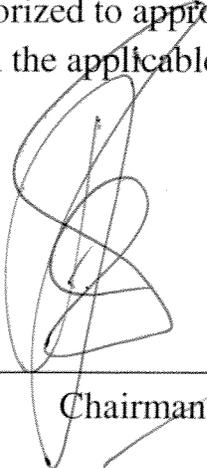
Resolution

Contract No. RR-17-4330 is awarded to Allied Landscaping Corporation in the amount of \$827,457.60, 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 Acting General Counsel and the Chief Financial Officer 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. 21443

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4343 for Closed Circuit Television (CCTV) Camera Enhancement, on the Reagan Memorial Tollway (I-88) from Milepost 54.0 (Dixon Ramps) to Milepost 138.1 (York Road Plaza), Veterans Memorial Tollway (I-355) from Milepost 3.3 (Fraction Run Creek) to Milepost 29.2 (Army Trail Plaza 73). The lowest responsible bidder on Contract No. RR-17-4343 is Pagoda Electric & Construction in the amount of \$1,430,241.75.

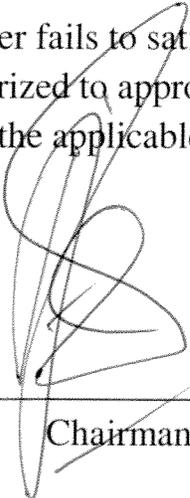
Resolution

Contract No. RR-17-4343 is awarded to Pagoda Electric & Construction in the amount of \$1,430,241.75, 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 Acting General Counsel and the Chief Financial Officer 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. 21444

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-17-4335 for Bioswale Improvements - East, on the Jane Addams Memorial Tollway (I-90) from Milepost 68.3 (Illinois Route 53) to Milepost 78.9 (Kennedy Expressway). The lowest responsible bidder on Contract No. I-17-4335 is Natural Creations Landscaping, Inc. in the amount of \$822,937.80.

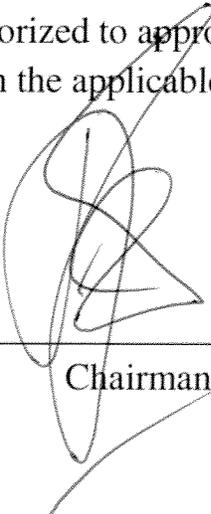
Resolution

Contract No. I-17-4335 is awarded to Natural Creations Landscaping, Inc. in the amount of \$822,937.80, 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 Acting General Counsel and the Chief Financial Officer 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. 21445

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4340 for Pavement and Structural Preservation, on the Veterans Memorial Tollway (I-355), Milepost 0.0 (I-80) to Milepost 12.3 (I-55). The lowest responsible bidder on Contract No. RR-17-4340 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$4,298,381.43.

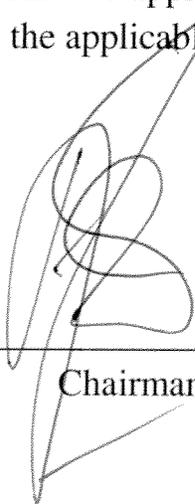
Resolution

Contract No. RR-17-4340 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$4,298,381.43 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 Acting General Counsel and the Chief Financial Officer 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. 21446

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4341 for Mainline Improvement and Bridge Preservation, on the Tri-State Tollway (I-94) from Milepost 1.0 (Russell Road) to Milepost 22.0 (Half Day Road). The lowest responsible bidder on Contract No. RR-17-4341 is Lorig Construction Company in the amount of \$6,731,836.89.

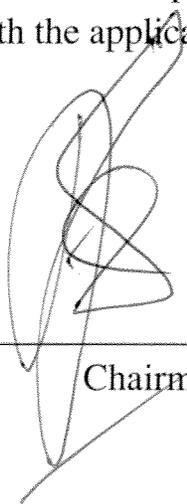
Resolution

Contract No. RR-17-4341 is awarded to Lorig Construction Company in the amount of \$6,731,836.89, 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 Acting General Counsel and the Chief Financial Officer 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. 21447

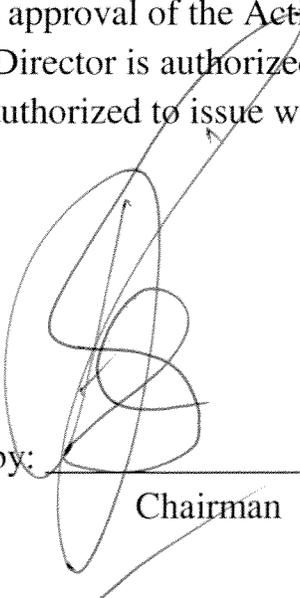
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for Pavement and Structural Preservation and Rehabilitation, on the Reagan Memorial Tollway (I-88) from Milepost 126.9 (East of Washington Street) to Milepost 139.1 (York Road) on Contract No. RR-17-4313. Bloom Companies, LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$1,498,250.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Bloom Companies, LLC, to obtain Design Services, for Contract No. RR-17-4313 with an upper limit of compensation not to exceed \$1,498,250.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21448

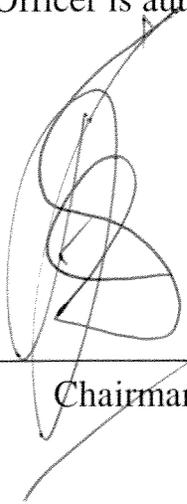
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services for Pavement Preservation, on the Veterans Memorial Tollway (I-355) from Milepost 0.0 (I-80) to Milepost 12.3 (I-55), on Contract No. RR-17-4292. DAMA Consultants, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$734,460.20. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with DAMA Consultants, Inc., to obtain Construction Management Services, for Contract No. RR-17-4292 with an upper limit of compensation not to exceed \$734,460.20, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21449

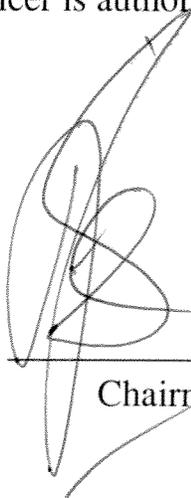
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services for Pavement and Structural Preservation and Rehabilitation, on the Tri-State Tollway (I-94) from Milepost 0.5 (Russell Road) to Milepost 25.2 (Lake Cook Road), on Contract No. RR-16-4282. Collins Engineers, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,820,586.72. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Collins Engineers, Inc., to obtain Construction Management Services, for Contract No. RR-16-4282 with an upper limit of compensation not to exceed \$3,820,586.72, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21450

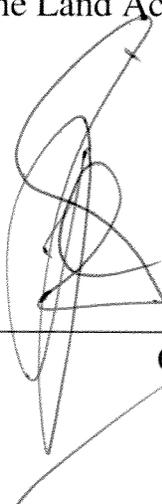
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to lease parcel T-1A-87 to Mark and Nancy Mostert. The property is located at 17105 S. Laflin Avenue, East Hazel Crest, IL along I-294. A portion of Mark and Nancy Mostert's garage encroaches onto and over the aforementioned parcel by approximately 270 square feet. The new lease is for a term of five (5) years, or until February 28, 2023. The annual rent is \$100. The lease may be terminated by either party with 60 days' advance notice.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare a lease between the Illinois State Toll Highway Authority and Mark and Nancy Mostert in substantially the form attached to this Resolution. The Land Acquisition Manager is authorized to execute said Agreement.

Approved by: _____


Chairman

NOTE REGARDING SCRIVENER'S ERROR IN RESOLUTION NO. 21451

Due to a scrivener's error, the reference to

"will release said allocated funds by \$108,100,000.00...."

in the Background section of Resolution No. 21451 dated December 21, 2017 should have been, and should be deemed to be, a reference to

"will increase said allocated funds by \$108,100,000.00, ..."

The reference to release was an inadvertent wording choice, and did not accurately reflect the Board's authorization following discussion of the item.



Board Secretary

RESOLUTION NO. 21451
AMENDING RESOLUTION NO. 21069

Background

Resolution 19584 as amended by Resolution 21069 authorized a budget of \$6,900,000.00 for land acquisition for the Tri-State Tollway (I-94/I-294), Project No. RR-11-4010 (the "Project"). The authorization extended to Tollway acquisition of fee title, permanent easements, temporary easements, access control relative to said project, and to pay for any and all land acquisition fees, costs, services, as well as appraisals, negotiations, legal, title work, closings, relocations, acquisitions, and filing suit for condemnation associated with the Project. The Tollway's Land Acquisition Unit continues to move forward in its acquisition of real estate interests for Project No. RR-11-4010. This Resolution, amending Resolution Number 21069, will release said allocated funds by \$108,100,000.00, to an aggregate of \$115,000,000.00, to pay for certain land acquisition fees and costs, including but not limited to consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, and to pay any and all such other acquisition costs, fees, and expenses necessary to acquire all needed real estate and interests in real estate.

Resolution

The Tollway's Engineering Department, by and through its Land Acquisition Manager, together with employees, vendors and agents are authorized to acquire all necessary real estate interests associated with the Project and to spend sums up to an amount not to exceed \$115,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all needed real estate and interests in real estate, and for the payment of preliminary just compensation as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

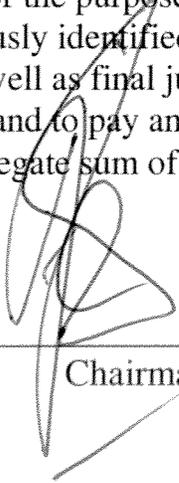
RESOLUTION NO. 21451
AMENDING RESOLUTION NO. 21069

Resolution – Continued

These acquisitions are necessary and convenient to secure all needed real estate and the interests in real estate. Acquisition is authorized for the previously identified parcels listed on “Exhibit ‘A’ Tri-State Tollway” which is attached hereto and incorporated herein by reference.

In the event when all or part of the previously identified parcels listed on Exhibit “A” cannot with reasonable diligence be purchased via negotiations, administrative documentation, or settlement, then upon the recommendation of the Land Acquisition Manager and the Acting General Counsel, the Land Acquisition Unit and the Legal Department are authorized and directed to retain the services of Special Assistant Attorneys General to acquire those needed previously identified parcels by instituting and proceeding to acquire said previously identified parcels by eminent domain in the name of the Tollway.

The Executive Director and/or the Land Acquisition Manager, subject to form and constitutionality approval of the Acting General Counsel, and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition Unit is authorized to continue to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the previously identified parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said previously identified parcels and to pay any and all such other acquisition costs and expenses, not to exceed the aggregate sum of \$115,000,000.00 for the Project.

Approved by:  _____
Chairman

12/21/17

6.3/10

RESOLUTION NO. 21451
AMENDING RESOLUTION NO. 21069

Resolution – Continued- Exhibit A

Project No. RR-11-4010

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-7-15-001	12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019	Cook
TW-7-15-002	12-21-100-011	Cook
TW-7-15-003	12-20-301-034	Cook
TW-7-15-004	12-20-300-054, 12-20-300-055	Cook
TW-5-16-001	18-19-301-004, 18-19-301-005	Cook
TW-3A-16-001	18-34-105-021	Cook
TW-3B-16-001	18-29-100-020	Cook
TW-3B-16-006	18-28-300-067, 18-28-400-012	Cook
TW-7-16-005	12-30-100-009, 12-30-100-011 12-30-100-024, 12-30-100-025	Cook
TW-7-16-006	12-30-100-019	Cook
TW-7-16-007	12-30-100-020	Cook
TW-7-16-008	12-30-100-021	Cook
TW-7-16-009	12-30-102-001, 12-19-300-020	Cook
TW-7-16-001	03-06-204-002	DuPage
TW-7-16-011	12-19-400-111	Cook
TW-7-16-012	12-19-400-123	Cook
TW-7-16-013	12-19-400-157	Cook
TW-7-16-014	12-19-400-156	Cook
TW-7-16-015	12-19-400-069	Cook
TW-7-16-016	12-19-400-125	Cook
TW-7-16-017	12-19-400-087	Cook
TW-7-16-018	12-19-400-107	Cook

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

PREVIOUSLY IDENTIFIED PARCELS

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-7-16-901	PART OF GARNET DRIVE (FORMERLY INLAND DRIVE) IN J.L.W. I.C.C. INDUSTRIAL CENTER, BEING A SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30 AND THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN	Cook
TW-3B-16-002	18-27-500-003, 18-28-501-001, 18-33-501-001	Cook
TW-3B-16-003	18-33-102-002, 18-33-201-003, 18-32-402-010 18-33-301-002, 18-27-300-008, 18-28-401-008	Cook
TW-3B-16-004	18-27-300-006, 18-28-401-002, 18-28-401-004 18-28-401-009, 18-28-401-010, 18-32-402-003 18-33-102-001, 18-33-201-001, 18-33-201-002 18-33-201-004, 18-33-301-001	Cook
TW-3B-16-005	18-28-400-011, 18-28-300-047, 18-28-500-004 18-28-200-028, 18-28-200-033	Cook
TW-3B-16-007	THAT PART OF THE EXISTING SANTA FE DRIVE RIGHT OF WAY IN THE PLAT OF DEDICATION FOR SAID RIGHT OF WAY, BEING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1976 AS DOCUMENT NUMBER 23687489	Cook
TW-3B-16-008	18-28-300-043	Cook
TW-3B-16-009	18-28-300-056, 18-28-300-042, 18-28-103-030	Cook
TW-3B-16-010	18-28-103-007, 18-28-103-008, 18-28-300-012 18-28-300-013, 18-28-300-017, 18-28-300-018 18-28-300-019, 18-28-300-022, 18-28-300-023	Cook
TW-3B-16-011	18-28-502-028	Cook
TW-3B-16-012	18-28-300-068, 18-28-400-013	Cook
TW-3B-16-013	18-28-200-032, 18-28-200-035, 18-28-200-036	Cook
TW-3B-16-014	18-28-300-041	Cook
TW-3B-16-015	18-28-103-029, 18-28-200-018, 18-28-103-032	Cook
TW-3B-16-016	18-28-103-001, 18-28-103-020, 18-28-103-034	Cook

RESOLUTION NO. 21452
AMENDING RESOLUTION NO. 19583

Background

Illinois State Toll Highway Authority (“Tollway”) Resolution 19583 authorized expenditures of \$2,000,000.00 for the initial phase of the utility and fiber optic relocations for the Tri-State Tollway (I-94/I-294) project (Project No. I-11-4004). This funding was based upon initial estimates of the expenditures to reimburse utility companies with prior rights for the cost to protect, adjust or relocate their facilities to avoid conflict with the Tollway’s improvement projects. With the advancement and progression of work on the Tri-State Tollway (I-94/I-294). Project, Tollway’s Engineering Department has determined that a release of additional previously budgeted funds is necessary to facilitate critical utility relocations that support the Tri-State Tollway (I-94/I-294) improvement Projects. This Resolution, amending Resolution Number 19583, will increase authorized funds by \$36,000,000.00 (aggregate of \$38,000,000.00) to reimburse utility companies with prior rights for costs to protect, adjust or relocate facilities and appurtenances to avoid conflict with Tollway’s improvements.

Resolution

Tollway Resolution No. 19583 is hereby amended to authorize the Tollway’s Engineering Department, by and through its Permits and Utilities Manager, together with authorized employees, vendors and agents to spend sums up to an amount of \$38,000,000.00 (inclusive of all prior funding) for any and all fiber optic and utility relocations, including but not limited to costs for protection, adjustment and relocation of facilities and appurtenances in conflict with the Tri-State Tollway (I-94/I-294) project improvements. Unless otherwise specified herein, the authorizations and conditions in Resolution No. 19583 remain unchanged.

Approved by: _____

Chairman

RESOLUTION NO. 21453
AMENDING RESOLUTION NO. 21428

Background

Resolutions 19584 and 21069 authorized acquisition of needed parcels and expenditures up to \$6,900,000.00 for any and all land acquisition fees and costs needed for the Tri-State Tollway Project, Project No. RR-11-4010. Resolution 21428, as preceded by Resolutions 21408, 21346, 21304, 21095, 20942 and 20771 identified specific parcels that were required for Tollway purposes. Resolution 21428 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Tri-State Tollway Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21428, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$6,900,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

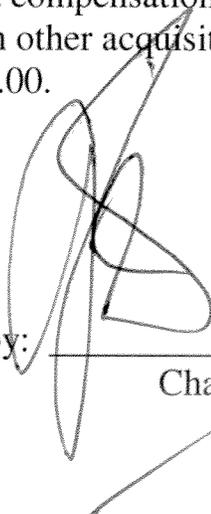
RESOLUTION NO. 21453
AMENDING RESOLUTION NO. 21428

Resolution – Continued

In the event all or the part of the Parcels identified on Exhibit “A” cannot with reasonable diligence be purchased via negotiations, administrative documentation, or settlement then upon the recommendation of the Land Acquisition Manager, and the Acting General Counsel, the Land Acquisition Unit and the Legal Department are authorized and directed to retain the services of Special Assistant Attorneys General to acquire those needed Identified Parcels by instituting and proceeding to acquire said Identified Parcels by eminent domain in the name of the Tollway.

The Executive Director, or the Chief Operating Officer and/or the Land Acquisition Manager, subject to form and constitutionality approval of the Acting General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$6,900,000.00.

Approved by:



Chairman

12/21/17

6.3/12

RESOLUTION NO. 21453
AMENDING RESOLUTION NO. 21428

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-7-15-001	12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019	Cook
TW-7-15-002	12-21-100-011	Cook
TW-7-15-003	12-20-301-034	Cook
TW-7-15-004	12-20-300-054, 12-20-300-055	Cook
TW-5-16-001	18-19-301-004, 18-19-301-005	Cook
TW-3A-16-001	18-34-105-021	Cook
TW-3B-16-001	18-29-100-020	Cook
TW-3B-16-006	18-28-300-067, 18-28-400-012	Cook
TW-7-16-005	12-30-100-009, 12-30-100-011 12-30-100-024, 12-30-100-025	Cook
TW-7-16-006	12-30-100-019	Cook
TW-7-16-007	12-30-100-020	Cook
TW-7-16-008	12-30-100-021	Cook
TW-7-16-009	12-30-102-001, 12-19-300-020	Cook
TW-7-16-001	03-06-204-002	DuPage
TW-7-16-011	12-19-400-111	Cook
TW-7-16-012	12-19-400-123	Cook
TW-7-16-013	12-19-400-157	Cook
TW-7-16-014	12-19-400-156	Cook
TW-7-16-015	12-19-400-069	Cook
TW-7-16-016	12-19-400-125	Cook
TW-7-16-017	12-19-400-087	Cook
TW-7-16-018	12-19-400-107	Cook

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

PREVIOUSLY IDENTIFIED PARCELS

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-7-16-901	PART OF GARNET DRIVE (FORMERLY INLAND DRIVE) IN J.L.W. I.C.C. INDUSTRIAL CENTER, BEING A SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30 AND THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN	Cook
TW-3B-16-002	18-27-500-003, 18-28-501-001, 18-33-501-001	Cook
TW-3B-16-003	18-33-102-002, 18-33-201-003, 18-32-402-010 18-33-301-002, 18-27-300-008, 18-28-401-008	Cook
TW-3B-16-004	18-27-300-006, 18-28-401-002, 18-28-401-004 18-28-401-009, 18-28-401-010, 18-32-402-003 18-33-102-001, 18-33-201-001, 18-33-201-002 18-33-201-004, 18-33-301-001	Cook
TW-3B-16-005	18-28-400-011, 18-28-300-047, 18-28-500-004 18-28-200-028, 18-28-200-033	Cook
TW-3B-16-007	THAT PART OF THE EXISTING SANTA FE DRIVE RIGHT OF WAY IN THE PLAT OF DEDICATION FOR SAID RIGHT OF WAY, BEING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1976 AS DOCUMENT NUMBER 23687489	Cook
TW-3B-16-008	18-28-300-043	Cook
TW-3B-16-009	18-28-300-056, 18-28-300-042, 18-28-103-030	Cook
TW-3B-16-010	18-28-103-007, 18-28-103-008, 18-28-300-012 18-28-300-013, 18-28-300-017, 18-28-300-018 18-28-300-019, 18-28-300-022, 18-28-300-023	Cook
TW-3B-16-011	18-28-502-028	Cook
TW-3B-16-012	18-28-300-068, 18-28-400-013	Cook
TW-3B-16-013	18-28-200-032, 18-28-200-035, 18-28-200-036	Cook
TW-3B-16-014	18-28-300-041	Cook
TW-3B-16-015	18-28-103-029, 18-28-200-018, 18-28-103-032	Cook
TW-3B-16-016	18-28-103-001, 18-28-103-020, 18-28-103-034	Cook

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

ADDED IDENTIFIED PARCELS

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-3A-16-003	18-34-104-028	Cook
TW-3A-16-004	18-34-105-020	Cook
TW-3A-16-005	THAT PART OF RUST TRAIL AS ESTABLISHED BY THE PLAT OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1948 AS DOCUMENT NUMBER 14310191	Cook
TW-3A-16-006	18-34-104-014	Cook
TW-3A-16-008	18-34-102-004	Cook
TW-3A-16-009	18-34-102-003	Cook
TW-3A-16-010	18-34-102-002	Cook
TW-3A-16-011	18-34-102-011	Cook

RESOLUTION NO. 21454

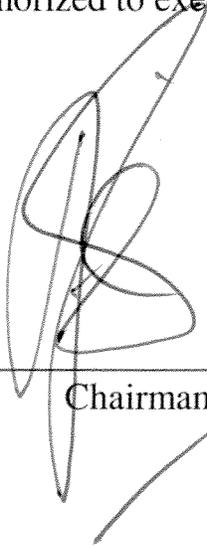
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Illinois Department of Transportation ("IDOT") in connection with *999 mobile phone services provided to the motoring public, identifying incidents on Toll Highways and Department Roadways throughout Northeastern Illinois. The Tollway contracts for this service and IDOT reimburses the Tollway for 50% of the cost of the service.

Resolution

The Chief Financial Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the Illinois Department of Transportation in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____


Chairman



Governmental Body Name Illinois State Toll Highway Authority (ILLINOIS TOLLWAY)			
Address 2700 Ogden Avenue			
City, State, Zip Downers Grove, Illinois 60515			
Remittance Address (if different from above) NA			
City, State, Zip NA			
Telephone Number 630.241.6800	Fax Number 630.241.6128	FEIN/TIN 36-2811931	DUNS NA
Brief Description of Service (full description specified in Part 5) The DEPARTMENT and the GOVERNMENTAL BODY, jointly, provide *999 cellular phone call service to the public to assist in identifying incidents on toll roads & other highways in Northeastern Illinois.			
Compensation Method (full details specified in Part 6) Schedule of Rates		Agreement Term	
Total Compensation Amount \$ 766,331.00		Start Date: JULY 1, 2017 Expiration Date: JUNE 30, 2022	
Advance Pay		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Greg M. Bedalov, Executive Director

Date

FOR THE DEPARTMENT:

Paul Loete, Director, Office of Highways
Project Implementation

Date

Randall S. Blankenhorn, Secretary of Transportation

Date

By: _____

Printed Name: _____

Printed Title: _____

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Date

Jeff Heck, Chief Fiscal Officer
Director, Office of Finance and Administration

Date

Phil Kaufmann, Acting Chief Counsel
(Approved as to form)

Date

INTERGOVERNMENTAL AGREEMENT

FOR

ILLINOIS STATE TOLL HIGHWAY AUTHORITY *999 SERVICE

This Agreement is by and between

The Illinois State Toll Highway Authority

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

2700 Ogden Avenue

Downers Grove, Illinois 60515

Attn: Wayde Tabor

E-mail: wtabor@getipass.com

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements (NA)
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying (NA)
Part 8	Agreement Award Notification

PART 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start **JULY 1, 2017** and will expire **JUNE 30, 2022**.
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal** This Agreement may be renewed upon written agreement by the parties.

PART 2
GENERAL PROVISIONS

- A. Changes** If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the DEPARTMENT'S funding by reserving some or all of the DEPARTMENT'S appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. **Subcontracting** Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
 2. **Procurement of Goods or Services – Federal Funds** For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
 3. **Procurement of Goods or Services – State Funds** For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set at \$80,000.00; and \$20,000.00 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$80,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or

services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

**PART 3
FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement.]

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PART 4
SPECIFIC PROVISIONS

A. Invoices Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY'S invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation
Bureau of Operations
Attn: Peggy Ford
2300 S. Dirksen Parkway, Rm. 009
Springfield, Illinois 62764

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY'S remittance address listed in this Agreement.

C. Termination This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.

F. Software All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of

representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

G. Confidentiality Clause Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Compliance with Freedom of Information Act. Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

I. Reporting/Consultation The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

J. Travel Expenses Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.

K. Indemnification Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

L. Equal Employment Practice The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women

in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the DEPARTMENT in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. Tax Identification Number

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a

- result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Illinois State Toll Highway Authority

Taxpayer Identification Number: 36-2811931

Legal Status (check one):

- Tax-exempt Government
- Other _____

N. International Boycott The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

O. Forced Labor The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. Equipment The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. the GOVERNMENTAL BODY must obtain the DEPARTMENT'S written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT'S written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY'S performance under this Agreement.

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PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

The GOVERNMENTAL BODY will competitively bid and contract with a vendor to handle *999 cellular phone calls from the public to assist in identifying incidents on toll roads and other highways in northeastern Illinois. Because a portion of those incidents are on the state highway system under the auspices of the DEPARTMENT, the DEPARTMENT agrees to reimburse the GOVERNMENTAL BODY for a portion of the contract costs. All services shall be subject to acceptance and approval by the DEPARTMENT. Acceptance and approval shall not be unreasonably withheld. This Agreement shall also apply to any mutually acceptable extension of the existing *999 vendor contract as may be necessary to assure continuity of service until the contract is re-bid and active.

PART 6
COMPENSATION FOR SERVICES

The DEPARTMENT will reimburse the GOVERNMENTAL BODY at a rate of 50% of the actual *999 contract costs including any contractually permissible escalations or scope adjustments, with advance consultation and concurrence by the DEPARTMENT for the term of this Agreement. The amount shown in the following table represents the DEPARTMENT'S projected contribution over the 5-year term.

FUNDING		
State Funds	\$766,331.00	100 %
	(\$12,772.00 monthly/\$153,266.00 annually)	
Appropriation Code: 011-49405-4472-0200		

PART 7
CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)
[NOT APPLICABLE TO THIS AGREEMENT]

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**PART 8
AGREEMENT AWARD NOTIFICATION**

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds: NA _____

Federal Project Number: NA _____

Name of Project: IDOT ISTHA *999 SERVICES _____

CFDA Number*, Federal Agency, Program Title: NA _____

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

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RESOLUTION NO. 21455

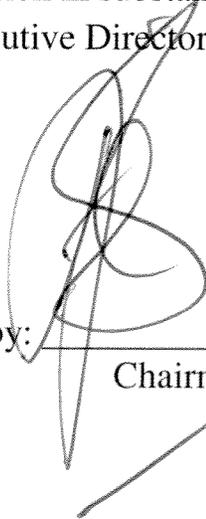
Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”) in connection with repairs and rehabilitation along the Reagan Memorial Tollway (“I-88”) including I-88 over Illinois Route 251 at Mile Post 76.1. This Agreement establishes ongoing Illinois Tollway and IDOT maintenance responsibilities at this location.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the Illinois Department of Transportation 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
AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

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", and THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", 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 Reagan Memorial Tollway (I-88) from Illinois Route 251, Mile Post 76.0 to Annie Glidden Road, Mile Post 91.4 (hereinafter sometimes referred to as "Toll Highway"), including I-88 over Illinois Route 251 (Mile Post 76.1, Bridge Number 1151 and 1152, Structure Number 071-9913 and 071-9914) and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Design Contract # RR-16-4253, and Construction Contract #RR-16-4353 (hereinafter referred to as the "PROJECT"), by making the following improvements:

Work includes mainline roadway resurfacing, shoulder reconstruction, mainline pavement patching as necessary; reconstruction and rehabilitation of emergency turnarounds, construction of one new emergency turnaround, construction of crash investigation sites; drainage improvements including culvert repair and underdrain installation along mainline outside shoulder; ditch grading improvements, and rehabilitation of mainline and crossroad bridges.

The improvements to the I-88 bridges over Illinois Route 251 include partial depth deck slab repair, bridge deck sealer application, low pressure epoxy sealing on parapets, high pressure epoxy injection to repair cracks in beams, repair beam ends with encasements, formed concrete repairs on abutments and piers, concrete sealant application on abutments and piers, slope wall repairs and low pressure epoxy crack sealing, removal and replacement of east slope wall on Bridge Number 1151, and removal and replacement of the existing asphalt overlay on Bridge Number 1151; and

WHEREAS, the ILLINOIS TOLLWAY and the DEPARTMENT 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 DEPARTMENT by virtue of its powers as set forth in the "State Administration of Highways Act", 605 ILCS 5/4-101 *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 hereto agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The DEPARTMENT shall review the plans and specifications which impact the DEPARTMENT's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DEPARTMENT within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the DEPARTMENT shall mean the DEPARTMENT agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the DEPARTMENT's maintained highways. In the event of disapproval, the DEPARTMENT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- C. 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.
- D. 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, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements, 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.

- E. The DEPARTMENT shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY.
- F. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April of 2016, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT.
- B. In the event, the ILLINOIS TOLLWAY identifies areas of the DEPARTMENT's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the DEPARTMENT shall issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the DEPARTMENT shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the DEPARTMENT.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the DEPARTMENT, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing DEPARTMENT 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. At all locations where utilities are located on DEPARTMENT rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the DEPARTMENT for any and all out of pocket costs the DEPARTMENT may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DEPARTMENT shall be submitted to the DEPARTMENT for approval prior to commencing such work. The DEPARTMENT 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 DEPARTMENT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DEPARTMENT within fifteen (15) calendar days after delivery to the DEPARTMENT of the proposed deviation, the proposed deviation shall be deemed approved by the DEPARTMENT.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DEPARTMENT, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the DEPARTMENT prior to commencement of work on the PROJECT.
- D. The DEPARTMENT and its 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 the DEPARTMENT's system. The DEPARTMENT shall assign personnel to perform inspections on behalf of the DEPARTMENT of all work included in the PROJECT that affects the DEPARTMENT's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

- E. Notices required to be delivered by either 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 DEPARTMENT upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DEPARTMENT, and the DEPARTMENT shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the DEPARTMENT does not perform a final inspection within seven (7) 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 DEPARTMENT. At the request of the DEPARTMENT, 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 DEPARTMENT's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The DEPARTMENT shall perform such joint re-inspections within seven (7) 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 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.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Either the DEPARTMENT or the ILLINOIS TOLLWAY 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 individual 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.

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 the DEPARTMENT.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- 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 may include 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, bridge deck beams, bridge deck (except wearing surface), 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 Engineering Officer.
- 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.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain the I-88 Toll Highway in its entirety.
- B. The DEPARTMENT agrees to maintain, or cause to maintain, Illinois Route 251 in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 3	Illinois Route 251

Type 3 – Intersection where a partial or complete interchange as well as a grade separation has been constructed, in this case ILLINOIS TOLLWAY Roadway over DEPARTMENT right of way.

1. Type 1 – ILLINOIS TOLLWAY right of way over a DEPARTMENT roadway.
 - a. The DEPARTMENT has all maintenance responsibility as to the following:
 - i. All DEPARTMENT right of way, highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;
 - ii. All drainage facilities on DEPARTMENT Right of way which drain DEPARTMENT highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on DEPARTMENT property for the purpose of carrying exclusively toll highway drainage;
 - iii. All underpass lighting, including energy charges therefor;
 - iv. All DEPARTMENT traffic signals.
 - b. The ILLINOIS TOLLWAY has all maintenance responsibility as to all remaining portions of the ILLINOIS TOLLWAY right of way at an

intersection not maintained by the DEPARTMENT as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, and fences.

2. Type 2 – DEPARTMENT roadway over ILLINOIS TOLLWAY right of way.
 - a. The DEPARTMENT has all maintenance responsibility as to the following:
 - i. All DEPARTMENT right of way and DEPARTMENT highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
 - ii. The following portions of the grade elevation structure:
 - iii. The wearing surface;
 - iv. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - v. Drainage facilities above structural beams and girders;
 - vi. All lighting except underpass;
 - vii. All DEPARTMENT signals and signs;
 - viii. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - ix. All drainage facilities carrying exclusively DEPARTMENT drainage.
 - b. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth herein, including but not limited to the following:
 - i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;

- iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - v. All underpass lighting.
3. Type 3 - Bridge Structure with a Partial or Complete Ramp Interchange System
- a. The DEPARTMENT and the ILLINOIS TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for "ILLINOIS TOLLWAY over" and "DEPARTMENT over".
 - b. At all bridge structures with a partial or complete interchange system; the DEPARTMENT has all maintenance responsibility for the following:
 - i. All DEPARTMENT right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the DEPARTMENT highway pavement connecting the DEPARTMENT highway roadway pavement with ILLINOIS TOLLWAY ramps;
 - ii. All grassed areas and embankments along DEPARTMENT highway roadway, outside fences installed to protect the Toll Highway;
 - iii. All traffic signals on the DEPARTMENT highway and at the intersections between the DEPARTMENT highway and the ramps to and from the Toll Highway;
 - iv. All guardrails on the DEPARTMENT right of way and highway roadway;
 - v. All drainage facilities on DEPARTMENT highways, except for drainage structures under Toll Highway ramps;
 - vi. All lighting on the DEPARTMENT right of way and on areas of the intersection outside fences installed to protect the Toll Highway.
 - c. The ILLINOIS TOLLWAY has all maintenance responsibility for the following:
 - i. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:

- ii. At diamond interchanges, or where ramps are signalized, the ILLINOIS TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the DEPARTMENT highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the DEPARTMENT's through traffic lanes;
 - iii. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with DEPARTMENT highway roadway, or which otherwise do not conform to the description in the paragraph above, the ILLINOIS TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside DEPARTMENT highway roadway through traffic lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp. When no acceleration-deceleration lane is incorporated in the interchange, the ILLINOIS TOLLWAY shall be responsible for the point of contiguity with the DEPARTMENT's pavement;
 - iv. At interstate to interstate interchanges, ramps, including traffic surveillance equipment, from one agency to another shall be maintained by the agency from which traffic is exiting to the point of connection of the exit ramp to the receiving agency mainline pavement. Notwithstanding, the ILLINOIS TOLLWAY shall maintain all ramp bridge structures;
 - v. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the DEPARTMENT as set forth above;
 - vi. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way.
- E. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of DEPARTMENT highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the DEPARTMENT shall continue to maintain all portions of the PROJECT within the DEPARTMENT's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the DEPARTMENT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT, 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.
- D. Nothing herein is intended to prevent or preclude the DEPARTMENT and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Transportation and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-88. The DEPARTMENT shall retain jurisdiction of Illinois Route 251 traversed or affected by I-88 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. 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.
- D. Wherever in this AGREEMENT approval or review by either the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

- E. Not later than fourteen (14) 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.
- F. In the event of a dispute between the DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the DEPARTMENT's Deputy Director of Highways, and Region Two Engineer 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 Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- G. 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.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- J. The failure by the ILLINOIS TOLLWAY or the DEPARTMENT 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 DEPARTMENT unless such provision is waived in writing.
- K. 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 Du Page County, Illinois.
- L. 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 Engineering Officer

To the DEPARTMENT: The Illinois Department of Transportation
819 Depot Avenue
Dixon, Illinois 61021
Attn: Region Two Engineer

- N. The DEPARTMENT shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the DEPARTMENT for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- O. 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.

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
Kevin Marchek
Region Two Engineer

Attest: _____

Date: _____

(Please Print Name)

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

RESOLUTION NO. 21456

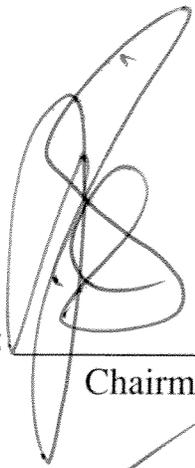
Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Township of Kaneville (“Township”) in connection with bridge and roadway repairs and rehabilitation along the Reagan Memorial Tollway (“I-88”) including the Watson Road Bridge over I-88 at Mile Post 103.2. This Agreement establishes Tollway and Township responsibilities for Watson Road bridge maintenance.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the Township of Kaneville in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by:



Chairman

A handwritten signature in black ink is written over a horizontal line. The signature is highly stylized and cursive. Below the signature, the word "Chairman" is printed in a standard serif font.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
KANEVILLE TOWNSHIP**

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", and KANEVILLE TOWNSHIP, a municipal corporation of the State of Illinois, hereinafter called the "TOWNSHIP", 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 Ronald Reagan Memorial Tollway (I-88) from Annie Glidden Road, Mile Post 91.4 to Illinois Route 56, Mile Post 113.3 in Kane and DeKalb Counties, Illinois (hereinafter sometimes referred to as "Toll Highway"), including the Watson Road Bridge, (Mile Post 103.2, Bridge Number 1109), (and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Design Contract # RR-16-4254, and Construction Contract # RR-16-4254 (hereinafter referred to as the "PROJECT")), by making the following improvements:

Work includes mainline roadway resurfacing, mainline shoulder reconstruction, mainline pavement patching as necessary; reconstruction and rehabilitation of emergency turnarounds, construction of one new emergency turnaround, construction of crash investigation sites; drainage improvements including culvert repair and underdrain installation along mainline outside shoulder; ditch grading improvements, and rehabilitation of mainline and crossroad bridges.

The improvements to the Watson Road Bridge include partial depth repair of concrete bridge deck; repair of parapet with formed concrete; sealing of the deck and parapet; bridge approach guardrail repair and replacements as needed, and substructure repairs.

WHEREAS, the ILLINOIS TOLLWAY and the TOWNSHIP 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 TOWNSHIP by virtue of its powers as set forth in the Township Code 60 ILCS 1/1-1-1 *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 the TOWNSHIP as hereinafter stipulated.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the TOWNSHIP by the ILLINOIS TOLLWAY.
- C. The TOWNSHIP shall review the plans and specifications which impact the TOWNSHIP's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the TOWNSHIP within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the TOWNSHIP shall mean the TOWNSHIP agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the TOWNSHIP's maintained highways. In the event of disapproval, the TOWNSHIP 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, Kane-Du Page Soil and Water Conservation District, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, 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 TOWNSHIP shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the TOWNSHIP.

II. RIGHT OF WAY

- A. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT.
- B. If during the construction of the PROJECT it becomes necessary for either PARTY to enter upon and temporarily use lands owned by the other PARTY, then 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.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the TOWNSHIP, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing TOWNSHIP 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. At all locations where utilities are located on TOWNSHIP rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the TOWNSHIP agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the TOWNSHIP for any and all out of pocket costs the TOWNSHIP may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the TOWNSHIP shall be submitted to the TOWNSHIP for approval prior to commencing such work. The TOWNSHIP 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 TOWNSHIP shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the TOWNSHIP within fifteen (15) calendar days after delivery to the TOWNSHIP of the proposed deviation, the proposed deviation shall be deemed approved by the TOWNSHIP.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the TOWNSHIP, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the TOWNSHIP prior to commencement of work on the PROJECT.
- D. The TOWNSHIP and its 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 the TOWNSHIP's system. The TOWNSHIP shall assign personnel to perform inspections on behalf of the TOWNSHIP of all work included in the PROJECT that affects the TOWNSHIP's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either 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 TOWNSHIP upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the TOWNSHIP, and the TOWNSHIP shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the TOWNSHIP does not perform a final inspection within seven (7) 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 TOWNSHIP. At the request of the TOWNSHIP, 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 TOWNSHIP's

representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The TOWNSHIP shall perform such joint re-inspections within seven (7) 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 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.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Either the TOWNSHIP or the ILLINOIS TOLLWAY 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 individual 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.

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 the TOWNSHIP.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the TOWNSHIP.
- 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, bridge deck beams, bridge deck (except wearing surface), 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 Engineering Officer.
- 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.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain the I-88 Toll Highway in its entirety.
- B. The TOWNSHIP agrees to maintain, or cause to maintain, Watson Road including all guardrails, any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc.), or any work the ILLINOIS TOLLWAY is including in the PROJECT for the TOWNSHIP at their request, in its entirety.

- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Watson Road

Type 2 - TOWNSHIP Roadway over ILLINOIS TOLLWAY Right of Way

1. The TOWNSHIP has all maintenance responsibility as to the following:
 - i. All TOWNSHIP right of way and TOWNSHIP highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, guardrail, approach embankments outside access control fences, and bituminous repair of approach slabs.
 - ii. The following portions of the grade elevation structure:
 - a. Ice and snow removal accomplished in such a manner as to not block or obstruct I-88.
 - b. Guardrail maintenance and repair
 - c. Signage
 - d. Pavement markings
 - e. Pothole repair as necessary on the wearing surface
 - f. All drainage facilities carrying exclusively TOWNSHIP drainage

2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the TOWNSHIP as set forth herein, including but not limited to the following:
 - i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - ii. The deck below the wearing surface, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - iii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - iv. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;

- v. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - vi. All underpass lighting.
- E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve on the following:
- 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves).
 - 3. Any intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.
- F. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of TOWNSHIP highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the TOWNSHIP shall continue to maintain all portions of the PROJECT within the TOWNSHIP's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the TOWNSHIP shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the TOWNSHIP, 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.

- D. Nothing herein is intended to prevent or preclude the TOWNSHIP and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Township of Kaneville and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-88. The TOWNSHIP shall retain jurisdiction Watson Road, traversed or affected by I-88 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. Wherever in this AGREEMENT approval or review by either the TOWNSHIP or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) 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. In the event of a dispute between the TOWNSHIP and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the TOWNSHIP's Engineer 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 Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- F. 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.

- G. Under penalties of perjury, the TOWNSHIP certifies it is doing business as a governmental entity, whose mailing address is 2S101 Harter Road, Kaneville, Illinois 60144.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- J. The failure by the ILLINOIS TOLLWAY or the TOWNSHIP 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 TOWNSHIP unless such provision is waived in writing.
- K. 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 Du Page County, Illinois.
- L. 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 Engineering Officer
 - To the TOWNSHIP: Kaneville Township
2S101 Harter Road
Kaneville, Illinois 60144
Attn: Mr. Dale Pierson, Road Commissioner
- M. The TOWNSHIP shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the TOWNSHIP for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.

- N. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This space intentionally left blank.)

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

THE TOWNSHIP OF KANEVILLE

By: _____
Dale Pierson
Road Commissioner

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General, State of Illinois

RESOLUTION NO. 21457

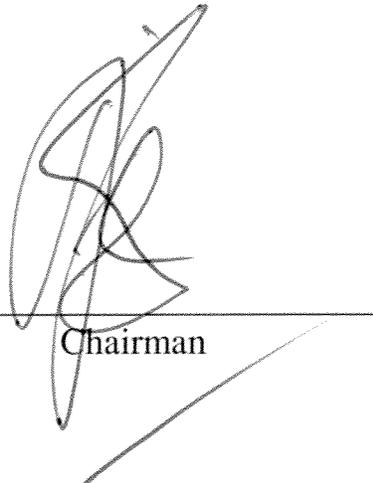
Background

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 Will ("County") in connection with roadway and bridge repairs and rehabilitation along the Veterans Memorial Tollway ("I-355"), including the Cedar Road Bridge over I-355 at Mile Post 0.4. This Agreement provides the Tollway with reimbursement for Cedar Road bridge repairs requested by the County and also establishes Tollway and County responsibilities for Cedar Road bridge maintenance.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the County of Will 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
AND
THE COUNTY OF WILL**

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", and THE COUNTY OF WILL, a municipal corporation of the State of Illinois, hereinafter called the "COUNTY", 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 preserve and rehabilitate the Veterans Memorial Tollway (I-355) from I-80, (Mile Post 0.0) to I-55, (Mile Post 12.30) in Will, and Cook Counties, Illinois (hereinafter sometimes referred to as "Toll Highway"), including the Cedar Road Bridge, (Mile Post 0.4, Bridge Number 14134, Structure Number 099-0320) over I-355, and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Design Contract # RR-17-4151, and Construction Contract # RR-17-4340 (hereinafter referred to as the "PROJECT"), by making the following improvements:

Work includes mainline pavement rehabilitation (patching and resurfacing), overhead bridge repair and rehabilitation, ramp rehabilitation, ITS improvements, drainage improvements, and Maintenance of Traffic as necessary.

WHEREAS, under separate contract the ILLINOIS TOLLWAY engaged EJM Engineers, Inc. and Primera Engineers, Ltd. to inspect and evaluate bridges within the PROJECT limits; and

WHEREAS, the inspection results and repair recommendations for Bridge Number 14134, Structure Number 099-0320, Cedar Road over I-355 as indicated in "Exhibit A" attached hereto and summarized as follows:

1. Joint seal replacement
2. Deck repair and approach slab repair
3. Deck sealing

WHEREAS, the maintenance responsibilities for Cedar Road Bridge, are shared and defined pursuant to an Intergovernmental Agreement entered into March 11, 2008 by and between the ILLINOIS TOLLWAY and the Illinois Department of Transportation ("IDOT"); and

WHEREAS, pursuant to the terms of the September 29, 2015 Jurisdictional Transfer by and between the COUNTY and IDOT, the COUNTY assumed jurisdiction of Cedar Road within the PROJECT limits, including the maintenance responsibilities of the Cedar Road Bridge over I-355; and

WHEREAS, pursuant to the terms of the March 11, 2008 Intergovernmental Agreement, the COUNTY maintains all local right of way and local highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs and approach embankments outside access control fences, the bridge deck, all lighting except underpass, local signals and signs, any facilities designed for traffic other than motor vehicles, and all drainage facilities carrying exclusively local drainage; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the COUNTY's request to include the joint seal replacement, deck repair and approach slab repair and deck sealing as part of its PROJECT subject to reimbursement by the COUNTY; and

WHEREAS, the ILLINOIS TOLLWAY and the COUNTY 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, 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 the COUNTY as hereinafter stipulated.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the COUNTY by the ILLINOIS TOLLWAY.

- C. The COUNTY shall review the plans and specifications which impact the COUNTY's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the COUNTY's maintained highways. In the event of disapproval, the COUNTY 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, Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements, 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 COUNTY shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY.

II. RIGHT OF WAY

- A. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT.
- B. If during the construction of the PROJECT it becomes necessary for either PARTY to enter upon and temporarily use lands owned by the other PARTY, then 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.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY 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. At all locations where utilities are located on COUNTY rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the COUNTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the COUNTY for any and all out of pocket costs the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY 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 COUNTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed deviation, the proposed deviation shall be deemed approved by the COUNTY.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the COUNTY prior to commencement of work on the PROJECT.

- D. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY's system. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either 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 COUNTY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the COUNTY, and the COUNTY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the COUNTY does not perform a final inspection within seven (7) 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 COUNTY. At the request of the COUNTY, 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 COUNTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY shall perform such joint re-inspections within seven (7) 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 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.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs, subject to reimbursement by the COUNTY as hereinafter stipulated.

- B. Either the COUNTY or the ILLINOIS TOLLWAY 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 individual 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.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the COUNTY for work related to the Cedar Road Bridge is \$94,178.51 for construction costs, \$4,708.93 (5% of construction costs) for preliminary and design engineering, \$9,417.85 (10% of construction costs) for construction engineering and \$5650.71 (6% of construction costs) for mobilization, for a total estimated cost of \$113,956.00.
- D. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the requested work described in the Recital section of this AGREEMENT.
- E. The COUNTY agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the COUNTY will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.

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 the COUNTY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY.
- 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, bridge deck beams, bridge deck (except wearing surface), 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 Engineering Officer.
- 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.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain the I-355 Toll Highway in its entirety.
- B. The COUNTY agrees to maintain, or cause to maintain, Cedar Road, including all guardrails, any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc.), or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Cedar Road

Type 2 - COUNTY Roadway over ILLINOIS TOLLWAY Right of Way

1. The COUNTY has all maintenance responsibility as to the following:
 - i. All COUNTY right of way and COUNTY highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, guardrail, approach embankments outside access control fences, and bituminous repair of approach slabs.
 - ii. The following portions of the grade elevation structure:
 - a. The wearing surface including pothole repair as necessary;
 - b. The deck below the wearing surface and above the structural beams including expansion joints, parapet walls, etc.;
 - c. Guardrail maintenance and repair;
 - d. Drainage facilities above structural beams and girders;
 - e. All lighting except underpass;
 - f. All COUNTY signals, signs, and pavement markings;
 - g. To the extent not addressed in other intergovernmental agreements to which the COUNTY is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - h. All drainage facilities carrying exclusively COUNTY drainage
 - i. Ice and snow removal accomplished in such a manner as to not block or obstruct I-355

2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the COUNTY as set forth herein, including but not limited to the following:
 - i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;

- v. All underpass lighting.
- E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve on the following:
 - 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves).
 - 3. Any intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.
- F. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of COUNTY highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the COUNTY shall continue to maintain all portions of the PROJECT within the COUNTY's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, 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.
- D. Nothing herein is intended to prevent or preclude the COUNTY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the COUNTY of Will and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-355. The COUNTY shall retain jurisdiction Cedar Road, traversed or affected by I-355 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. Wherever in this AGREEMENT approval or review by either the COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) 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. 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 COUNTY's Engineer 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 Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- F. 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.
- G. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006672 and it is doing business as a governmental entity, whose mailing address is Will County Division of Transportation, 16841 W. Laraway Road, Joliet, Illinois 60433.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- J. 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.
- K. 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.
- L. 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 Engineering Officer
- To the COUNTY: Will County Division of Transportation
16841 W. Laraway Road
Joliet, Illinois 60433
Attn: County Engineer
- N. The COUNTY shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the COUNTY for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- O. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

THE COUNTY WILL

By: _____
Larry Walsh
County Executive

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General, State of Illinois