

RESOLUTION NO. 21549

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Toll Collection System Maintenance Services. Pursuant to the Tollway's Request for Proposal No. 16-0080, and upon evaluation by a selection committee, the Tollway has determined that Electronic Transaction Consultants Corporation is the best qualified to provide Toll Collection System Maintenance Services for an upper limit of compensation not to exceed \$89,600,000.00.

Resolution

The proposal from Electronic Transaction Consultants Corporation for the purchase of Toll Collection System Maintenance Services is accepted. Contract No. 16-0080 is approved in an amount not to exceed \$89,600,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21550

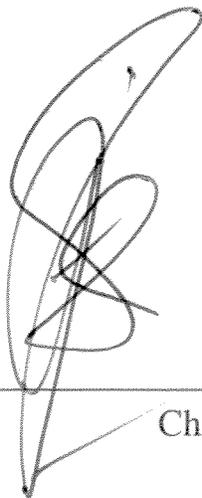
Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring a Workforce Development Technical Assistance Initiative. Pursuant to the Tollway’s Request for Proposal No. 17-0057, and upon evaluation by a selection committee, the Tollway has determined that Chicago Cook Workforce Partnership is the best qualified to provide a Workforce Development Technical Assistance Initiative for an upper limit of compensation not to exceed \$4,292,507.45.

Resolution

The proposal from Chicago Cook Workforce Partnership for the purchase of a Workforce Development Technical Assistance Initiative is accepted. Contract No. 17-0057 is approved in an amount not to exceed \$4,292,507.45. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21551

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4385 for Oasis Curb Repair on the Tri-State Tollway (I-294/I-94), at the Lincoln Oasis at Mile Post 1.0, Hinsdale Oasis at Mile Post 25.0, O'Hare Oasis at Mile Post 38 and the Lake Forest Oasis at Mile Post 18. The lowest responsible bidder on Contract No. is Spark Construction Co., Inc. in the amount of \$352,529.00.

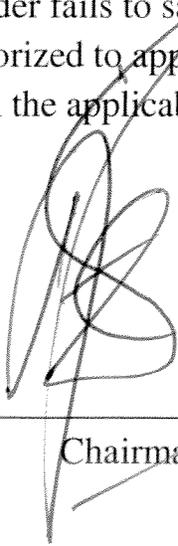
Resolution

Contract No. RR-18-4385 is awarded to Spark Construction Co. in the amount of \$352,529.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the 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. 21552

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4386 for Oasis System Curb Repair, on the Jane Addams Memorial Tollway (I-90), Belvidere Oasis at Mile Post 24.0 and Reagan Memorial Tollway (I-88), DeKalb Oasis at Mile Post 93.0. The lowest responsible bidder on Contract No. RR-18-4386 is Spark Construction Co., Inc. in the amount of \$155,958.00.

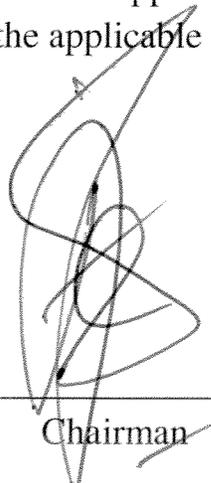
Resolution

Contract No. RR-18-4386 is awarded to Spark Construction Co., Inc. in the amount of \$155,958.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the 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. 21553

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4393 for M-14 Site Improvements, on the Veterans Memorial Tollway (I-355) Maintenance Facility M-14 (Downers Grove, IL) at Mile Post 21.2. The lowest responsible bidder on Contract No. I-18-4393 is Abari Construction, Inc. in the amount of \$1,793,990.00.

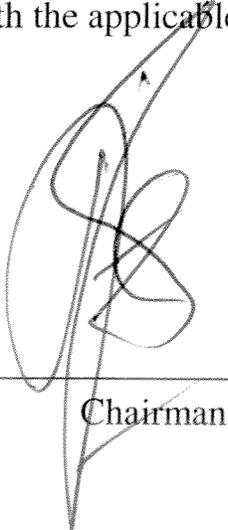
Resolution

Contract No. I-18-4393 is awarded to Abari Construction, Inc. in the amount of \$1,793,990.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the 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. 21554

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4690 for Landscaping Improvements, on the Elgin O'Hare Western Access Tollway (IL 390) from Mile Post 12.1 (IL 53) to Mile Post 13.1 (Park Boulevard). The lowest responsible bidder on Contract No. I-18-4690 is Natural Creations Landscaping, Inc., in the amount of \$1,318,928.00.

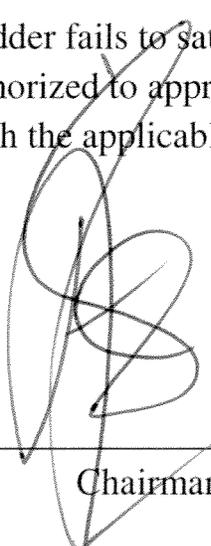
Resolution

Contract No. I-18-4690 is awarded to Natural Creations Landscaping, Inc. in the amount of \$1,318,928.00 subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the 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. 21555

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4362 for Lighting Improvements on the Veterans Memorial Tollway (I-355) from Mile Post 0.00 (I-80) to Mile Post 12.3 (I-55). The lowest responsible bidder on Contract No. RR-18-4362 is Demarc Electric and Communications, LLC in the amount of \$1,288,926.82.

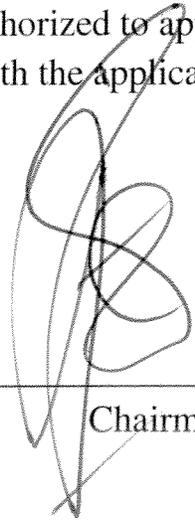
Resolution

Contract No. RR-18-4362 is awarded to Demarc Electric and Communications, LLC in the amount of \$1,288,926.82, 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. 21556

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4693 for Landscaping Improvements Stormwater Best Management Practices, on the Elgin O'Hare Western Access Tollway (IL 390) from Mile Post 6.0 (US 20/Lake Street) to Mile Post 17.0 (York Road). The lowest responsible bidder on Contract No. I-18-4693 is Cardinal State, LLC in the amount of \$640,622.50.

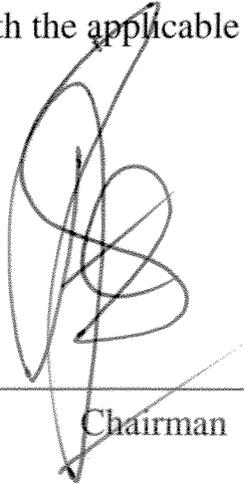
Resolution

Contract No. I-18-4693 is awarded to Cardinal State, LLC in the amount of \$640,622.50, 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. 21557

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4391 for Roadway Rehabilitation and Widening 82nd Street Plaza (Toll Plaza 36) and 83rd Street Plaza (Toll Plaza 39), on the Tri-State Tollway (I-294) from Mile Post 19.1 (83rd Street) to Mile Post 19.7 (82nd Street). The lowest responsible bidder on Contract No. I-18-4391 is Judlau Contracting, Inc. in the amount of \$12,206,238.24.

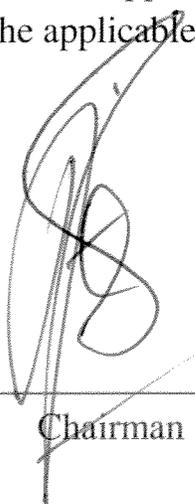
Resolution

Contract No. I-18-4391 is awarded to Judlau Contracting, Inc. in the amount of \$12,206,238.24, 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. 21558

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4388 for Roadway Rehabilitation and Widening Cermak Plaza (Toll Plaza 35), on the Tri-State Tollway (I-294) from Mile Post 29.4 (Cermak Road) to Mile Post 30.6 (Roosevelt Road). The lowest responsible bidder on Contract No. I-18-4388 is K-Five Construction Corporation in the amount of \$4,583,567.67.

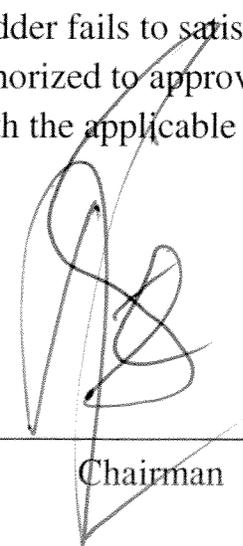
Resolution

Contract No. I-18-4388 is awarded to K-Five Construction Corporation in the amount of \$4,583,567.67, 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. 21559

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4387 for Crossroad Bridge Rehabilitation, on the Tri-State Tollway (I-294) Mile Post 22.5 (5th Avenue) to Mile Post 29.5 (Cermak Road). The lowest responsible bidder on Contract No. RR-18-4387 is Lorig Construction Company in the amount of \$3,243,078.40.

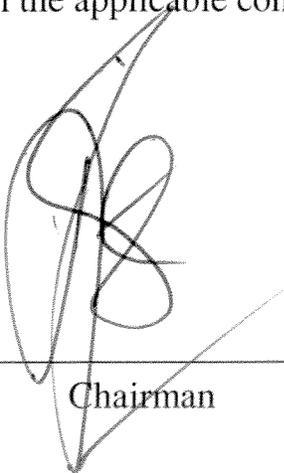
Resolution

Contract No. RR-18-4387 is awarded to Lorig Construction Company in the amount of \$3,243,078.40, 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. 21560

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-9009 for Pavement Markings, Systemwide. The lowest responsible bidder on Contract No. RR-18-9009 is AC Pavement Striping Company in the amount of \$824,996.90.

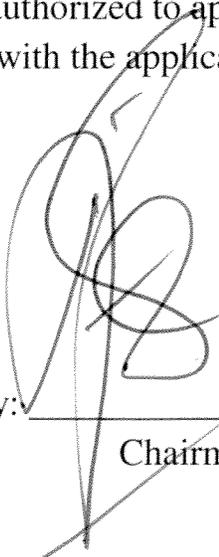
Resolution

Contract No. RR-18-9009 is awarded to AC Pavement Striping Company in the amount of \$824,996.90, 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. 21561

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4313 for Pavement and Structural Preservation and Rehabilitation, on the Reagan Memorial Tollway (I-88) from Mile Post 126.9 (east of Washington Street) to Mile Post 139.1 (York Road). The lowest responsible bidder on Contract No. RR-17-4313 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$10,902,461.72.

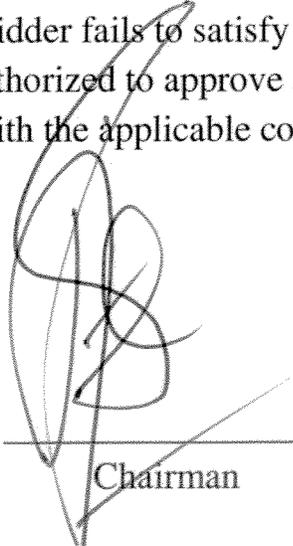
Resolution

Contract No. RR-17-4313 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$10,902,461.72, 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. 21562

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4312 for Pavement and Structural Preservation and Rehabilitation, on the Reagan Memorial Tollway (I-88) from Mile Post 122.9 (IL 59) to Mile Post 126.9 (east of Washington Street). The lowest responsible bidder on Contract No. RR-17-4312 is K-Five Construction Corporation in the amount of \$3,303,850.19.

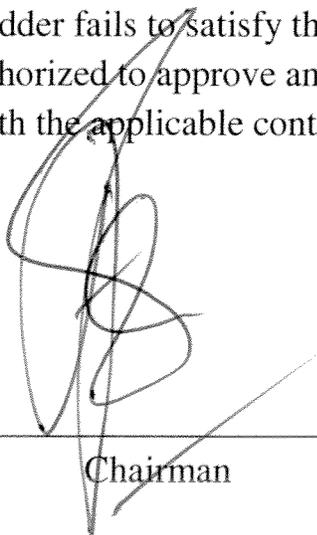
Resolution

Contract No. RR-17-4312 is awarded to K-Five Construction Corporation in the amount of \$3,303,850.19, 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. 21563

Background

The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-18-4389 for Roadway and Bridge Rehabilitation, on the Tri-State Tollway (I-294) from MP 36.3 (Wolf Road) to MP 40.0 (Balmoral Avenue). The lowest responsible bidder on Contract No. I-18-4389 is Plote Construction, Inc. / Dunnet Bay Construction Co., (JV) in the amount of \$37,514,348.63.

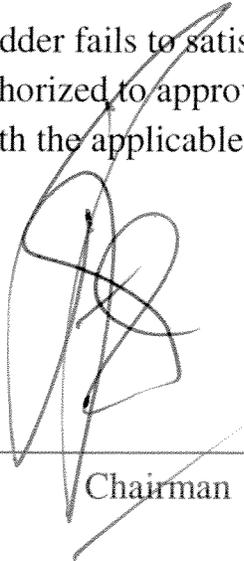
Resolution

Contract No. I-18-4389 is awarded to Plote Construction, Inc. / Dunnet Bay Construction Co., (JV) in the amount of \$37,514,348.63, 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. 21564

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for the Windsor Road Bridge Widening on the Connector Ramps between the Reagan Memorial Tollway (I-88) and Tri-State Tollway (I-294) on Contract No. I-18-4352. The Upchurch Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$1,597,911.28. The proposal is for construction-related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with The Upchurch Group, Inc., to obtain Design Services, for Contract No. I-18-4352 with an upper limit of compensation not to exceed \$1,597,911.28, 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. 21565

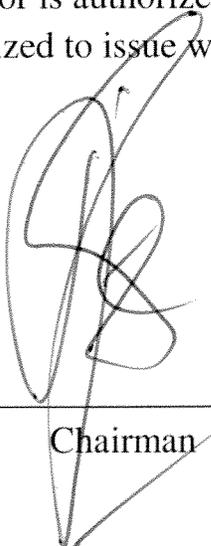
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Upon Request Services, Systemwide on Contract No. RR-18-4353. Crawford, Murphy & Tilly, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for construction-related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Crawford, Murphy & Tilly, Inc. to obtain Design Services, for Contract No. RR-18-4353 with an upper limit of compensation not to exceed \$3,000,000.00, 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. 21566

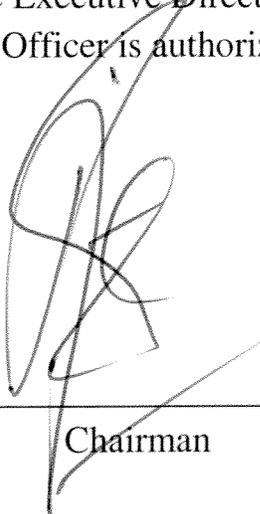
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design/Construction Management Services for Landscape Services Upon Request, Systemwide on Contract No. RR-18-4354. 2IM Group, LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$8,000,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with 2IM Group, LLC, to obtain Design/Construction Management Services, for Contract No. RR-18-4354 with an upper limit of compensation not to exceed \$8,000,000.00, 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. 21567

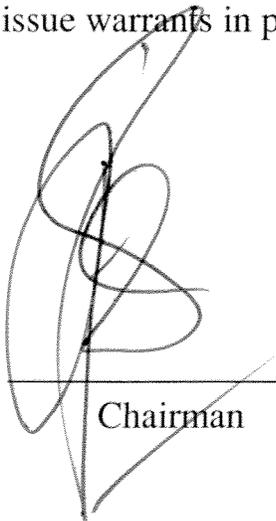
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design/Construction Management Services for Intelligent Transportation Systems (ITS) Upon Request, Systemwide on Contract No. RR-18-4355. EJM Engineering, Inc. / TranSmart Technologies, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,500,000.00. The proposal is for construction-related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with EJM Engineering, Inc. / TranSmart Technologies, Inc., to obtain Design/Construction Management Services, for Contract No. RR-18-4355 with an upper limit of compensation not to exceed \$3,500,000.00, 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. 21568

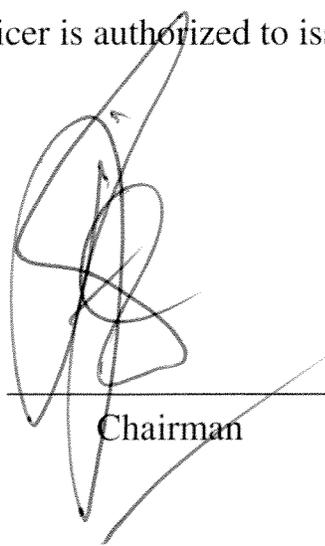
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services Upon Request, Systemwide on Contract No. RR-18-4360. Cotter Consulting, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for construction-related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Cotter Consulting, Inc., to obtain Construction Management Services, for Contract No. RR-18-4360 with an upper limit of compensation not to exceed \$3,000,000.00, 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. 21569

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services Upon Request, Systemwide on Contract No. RR-18-9013. R.M. Chin & Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,500,000.00. The proposal is for construction-related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with R.M. Chin & Associates, Inc., to obtain Construction Management Services, for Contract No. RR-18-9013 with an upper limit of compensation not to exceed \$2,500,000.00, 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

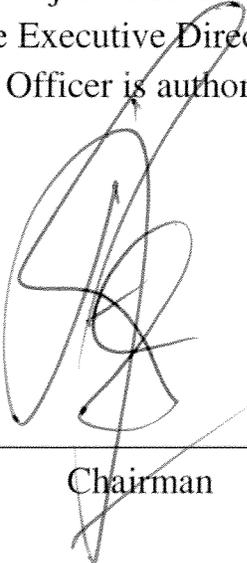
RESOLUTION NO. 21570

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-294) from Mile Post 40.0 (Balmoral Avenue) to Mile Post 52.9 (Lake-Cook Road) on Contract No. RR-17-4314. Apex Consulting Engineers, LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$ 1,662,049.24. The proposal is for construction-related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Apex Consulting Engineers, LLC, to obtain Construction Management Services, for Contract No. RR-17-4314 with an upper limit of compensation not to exceed \$1,662,049.24, 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. 21571

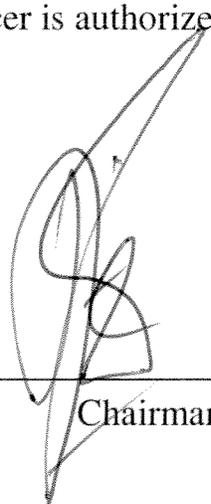
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services for Roadway and Bridge Rehabilitation and Widening on the Tri-State Tollway (I-294) from Mile Post 36.3 (Wolf Road) to Mile Post 40.0 (Balmoral Avenue) on Contract No. I-18-4356. H.W. Lochner, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$13,500,000.00. The proposal is for construction-related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with H.W. Lochner, Inc., to obtain Construction Management Services, for Contract No. I-18-4356 with an upper limit of compensation not to exceed \$13,500,000.00, 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. 21572

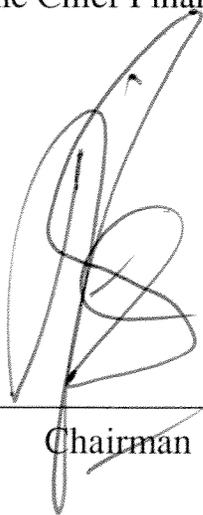
Background

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 Reagan Memorial Tollway (I-88) from Mile Post 123.4 (IL Route 59) to Mile Post 126.9 (Washington Street) on Contract No. RR-17-4312. TransLand Engineering Group, LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$699,800.00. The proposal is for construction-related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with TransLand Engineering Group, LLC, to obtain Construction Management Services, for Contract No. RR-17-4312 with an upper limit of compensation not to exceed \$699,800.00, 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. 21573

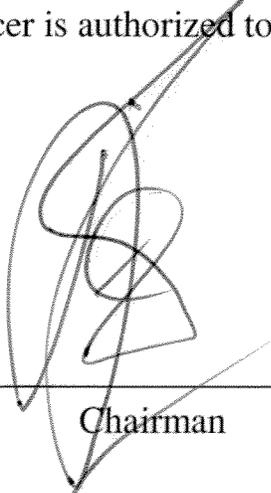
Background

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 Reagan Memorial Tollway (I-88) from Mile Post 126.9 (Washington Street) to Mile Post 139.1 (York Road) on Contract No. RR-17-4313. Clark Dietz, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,050,966.90. The proposal is for construction-related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Clark Dietz, Inc., to obtain Construction Management Services, for Contract No. RR-17-4313 with an upper limit of compensation not to exceed \$2,050,966.90, 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. 21574

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Document and Process Control Management Services, Systemwide on Contract No. RR-18-9015. Kristine Fallon Associates Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$7,281,915.65. The proposal is for construction-related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Kristine Fallon Associates Inc., to obtain Project Management Services, for Contract No. RR-18-9015 with an upper limit of compensation not to exceed \$7,281,915.65, 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. 21575

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21445 approved on December 21, 2017, entered into an Agreement for Contract No. RR-17-4340 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Pavement and Structural Preservation on the Veterans Memorial Tollway (I-355) from Mile Post 0.0 (I-80) to Mile Post 12.3 (I-55). This Extra Work Order provides for repairs to guardrail, handrail, retaining wall and soil retaining wall system for a bridge damaged as a result of an accident, in the amount of \$335,000.00.

Resolution

The Extra Work Order in the amount of \$335,000.00, and the commensurate increase in the upper limit of compensation on Contract No. RR-17-4340 is approved and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21576

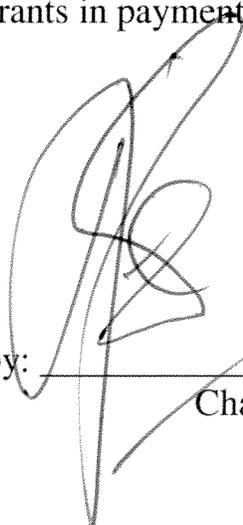
Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21150 approved on October 27, 2016, entered into an Agreement for Contract No. RR-16-5714 with Acura, Inc. for Deck Patching, Mile Long Bridge on the Tri State Tollway (I-294) from Mile Post 20.6 to Mile Post 22.4. This Change Order / Extra Work Order provides for additional bridge deck patching on the Mile Long Bridge, in the amount of \$1,500,000.00.

Resolution

The Change Order / Extra Work Order in the amount of \$1,500,000.00, and the commensurate increase in the upper limit of compensation on Contract No. RR-16-5714 is approved and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

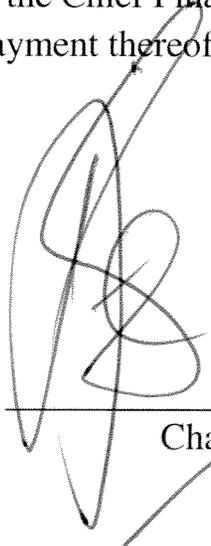
RESOLUTION NO. 21577

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21113 approved on August 25, 2016, entered into an Agreement for Contract No. RR-16-4258 with William Charles Construction Company, LLC for Maintenance Facility Building Construction at Maintenance Facility M-7 (Rockford) on the Jane Addams Memorial Tollway (I-90) at Mile Post 15.2 (Business US 20). This Extra Work order provides for extending the Jane Addams Memorial Tollway (I-90) interchange ramp at US Business 20, in the amount of \$241,900.90.

Resolution

The Extra Work Order in the amount of \$241,900.90, and the commensurate increase in the upper limit of compensation on Contract No. RR-16-4258 is approved and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by:  _____
Chairman

RESOLUTION NO. 21578
AMENDING RESOLUTION NO. 21540

Background

Resolutions 19584, 21069 and 21451 authorized acquisition of needed parcels and expenditures up to \$115,000,000.00 for any and all land acquisition fees and costs needed for the Tri-State Tollway Project, Project No. RR-11-4010. Resolution 21540, as preceded by Resolutions 21453, 21428, 21408, 21346, 21304, 21095, 20942 and 20771 identified specific parcels that were required for Tollway purposes. Resolution 21540 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 21540, 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 \$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, 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.

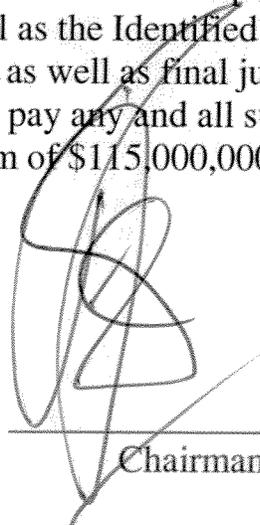
RESOLUTION NO. 21578
AMENDING RESOLUTION NO. 21540

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 Attorney General, after consulting with the Land Acquisition Unit, is 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 Attorney General, applicable 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 \$115,000,000.00.

Approved by: _____



Chairman

05/24/18

6.3/28

RESOLUTION NO. 21578
AMENDING RESOLUTION NO. 21540

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

Parcel	PIN NUMBER/OR DESCRIPTION	County
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
TW-3A-16-003	18-34-104-028	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-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
TW-3A-16-007	18-34-105-001 & Rust Rail and Louis Drive	Cook
TW-5-16-067	18-06-321-003, 18-06-413-002, 18-06-413-001, 18-06-414-001, 18-06-419-031, 18-06-419-032, 18-06-419-016, 18-06-419-017, 18-06-419-018, 18-06-419-019, 18-06-420-020, 18-06-419-021, 18-06-419-022, 18-06-419-023, 18-06-419-024, 18-06-419-025, 18-06-419-026, 18-06-419-027, 18-06-419-028, 18-06-419-029, 18-06-419-030, 18-06-413-003	Cook
TW-5-16-068	18-06-319-013, 18-06-320-001, 18-06-317-006, 18-06-317-008, 18-06-320-008, 18-06-320-012, 18-06-320-014, 18-06-320-015, 18-06-320-017, 18-06-320-016, 18-06-320-007, 18-06-321-002	Cook
TW-5-16-070	18-06-318-032	Cook
TW-6B-16-005	15-07-101-016	Cook
TW-7-16-062	12-16-115-032	Cook
TW-7-16-063	12-16-114-036	Cook
TW-7-16-064	12-16-114-037	Cook
TW-7-16-065	12-16-114-032	Cook
TW-7-16-066	12-16-113-021	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-3B-16-017	18-28-102-006	Cook
TW-3B-16-018	18-28-102-005	Cook
TW-3B-16-019	18-28-102-023	Cook
TW-3B-16-020	THAT PART OF THE EXISTING MARIDON ROAD RIGHT OF WAY AS DEDICATED ON GREGOR'S SUBDIVISION PLAT, RECORDED SEPTEMBER 8, 1952 AS DOCUMENT NUMBER 15430017, BEING A SUBDIVISION OF THE WEST 200 FEET OF THE EAST 1027.90 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN	Cook
TW-3B-16-021	18-28-102-021	Cook
TW-3B-16-022	18-28-102-020	Cook
TW-3B-16-023	18-29-205-016	Cook
TW-3B-16-024	18-29-205-015	Cook
TW-5-16-059	18-07-103-001, 18-07-103-002, 18-07-103-003, 18-07-103-004, 18-07-103-005, 18-07-103-006, 18-07-103-007, 18-07-103-008, 18-07-103-009, 18-07-103-010, 18-07-103-011	Cook
TW-7-16-002	03-25-409-001, 03-25-409-002	DuPage
TW-7-16-003	03-25-400-004	DuPage
TW-7-16-004	03-25-400-006	DuPage
TW-7-16-054	12-16-307-029	Cook
TW-7-16-057	12-16-312-018	Cook
TW-7-16-060	12-16-115-023, 12-16-115-025	Cook
TW-7-16-067	12-16-113-017, 12-16-113-018, 12-16-113-023, 12-16-113-024	Cook
TW-7-16-068	12-16-205-023, 12-16-111-049	Cook
TW-7-16-071	12-16-205-019	Cook
TW-7-16-077	12-16-203-024	Cook

RESOLUTION NO. 21579

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the County of DuPage ("County") in connection with repairs and rehabilitation along the Veterans Memorial Tollway ("I-355") including the following County Highway bridges over I-355: Illinois Prairie Path Bridge at Mile Post 26.85, St. Charles Road Bridge at Mile Post 26.85, and Great Western Trail Bridge at Mile Post 27.1 ("Bridges"). The County has requested, and the Tollway has agreed to perform County maintenance responsibility repairs and rehabilitation to the bridges over I-355. The County has also requested some specific improvements to the St. Charles Road Bridge. The County will reimburse the Tollway an estimated amount of \$248,561.48. Finally, this Agreement will expand the County's structural maintenance responsibilities.

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 DuPage 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 DU PAGE**

This INTERGOVERNMENTAL AGREEMENT, hereinafter called 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 DU PAGE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY". The COUNTY and the TOLLWAY are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES".

WITNESSETH:

WHEREAS, the PARTIES previously entered into Intergovernmental Agreements on May 25, 1993 (County Resolution DT-031-93), and February 23, 2010 (County Resolution DT-0006-10), that included but were not limited to the defining of rehabilitation cost sharing responsibilities and future maintenance and operational responsibilities where the Veterans Memorial Tollway (I-355), (the "TOLL HIGHWAY") intersects the COUNTY highway system (the "I-355 AGREEMENTS"), and depicted as "Exhibit A"; and

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving the TOLL HIGHWAY, and bridges from Butterfield Road (Mile Post 22.3) to Army Trail Road (Mile Post 29.8), including the Illinois Prairie Path Bridge (Mile Post 26.3, Bridge Number 1417), the St. Charles Road Bridge (Mile Post 26.85, Bridge Number 1409), and the Great Western Trail Bridge (Mile Post 27.1, Bridge Number 1408) (collectively the "BRIDGES") and included in ILLINOIS TOLLWAY Construction Contract # RR-16-4256 (the "PROJECT") by making the following improvements:

Work includes mainline pavement and overhead bridge rehabilitation, ramp rehabilitation, roadway and bridge widening to accommodate an additional through lane between Butterfield Road and Roosevelt Road, drainage improvements, and lighting upgrades.

WHEREAS, under separate contract the ILLINOIS TOLLWAY engaged the services of third parties to inspect and evaluate bridges within the PROJECT limits and prepare Abbreviated Bridge Condition Reports ("ABCR"); and

The ABCR recommended improvements to the Illinois Prairie Path Bridge include: Clean and epoxy repair cracks in the crashwall at Pier 1, concrete sealing of all substructure faces adjacent to traffic, removal and repair of delaminated or

deteriorated concrete patches on floorbeams, patch spalls and cracking on the girders, bridge fence repair, vegetation and debris removal, and bridge deck concrete sealing.

The ABCR recommended improvements to the St. Charles Road Bridge include: Crashwall modifications, slope wall crack sealing, slope wall joint sealing, fiber wrap repair, concrete sealing of substructure faces adjacent to traffic, bridge deck crack sealing, bridge deck concrete sealing, accelerated deck slab repair, and low pressure epoxy sealing.

The ABCR recommended improvements to the Great Western Trail Bridge include: Slope wall crack sealing, slope wall joint sealing, clean and epoxy repair cracks in the crashwall.

WHEREAS, the COUNTY has reviewed the ABCR's, and concurs with the recommended improvements to the BRIDGES; and

WHEREAS, pursuant to the terms of the I-355 AGREEMENTS, COUNTY maintenance responsibilities of the BRIDGES includes all roadway/path approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, walkways, guardrail, approach slabs and approach embankments outside access control fences; complete deck and wearing surface above structural beams and girders, including items in the wearing surface such as, but not limited to, expansion joints; railing; drainage facilities above structural beams and girders; and all drainage facilities on COUNTY right of way except such facilities on the grade separation not mentioned above; and

WHEREAS, in addition to the portions of the BRIDGES the COUNTY maintains pursuant to the I-355 AGREEMENTS, the COUNTY requests the ILLINOIS TOLLWAY include as part of the PROJECT additional improvements to the St. Charles Road Bridge, including the removal and replacement of the sidewalk on all four quadrants of the bridge, the repair of the east PCC approach pavement at the relief joint, and the removal of the existing raised pavement markers on the bridge deck, approach slab and approach pavement and replacement with recessed pavement markers, all subject to reimbursement from the COUNTY to the ILLINOIS TOLLWAY; and

WHEREAS, in addition to the portions of the BRIDGES the COUNTY maintains pursuant to the I-355 AGREEMENTS, the COUNTY requests the ILLINOIS TOLLWAY include as part of the PROJECT additional improvements to the Illinois Prairie Path Bridge and the Great Western Trail Bridge including removal/replacement of the bridge fences and support posts and reinstallation of the existing sight screen PVC slates.

WHEREAS, the ILLINOIS TOLLWAY agrees to include all COUNTY requested repairs and improvements to the PROJECT, subject to reimbursement from the COUNTY to the ILLINOIS TOLLWAY; and

WHEREAS, the PARTIES wish to continue the rights and responsibilities as outlined in the I-355 AGREEMENTS and the intent of this AGREEMENT is to address and establish the respective responsibilities of the PARTIES that are PROJECT specific, including their respective responsibilities toward engineering, 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 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 and Illinois Highway Code 605 ILCS 5/1-101 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.

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 PROJECT plans and specifications which impact the COUNTY's 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 by the COUNTY 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 highways and the BRIDGES. 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 overall PROJECT responsibility, including assuring that all permits and approvals (including but not necessarily limited to U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Kane-Du Page Soil and Water Conservation District, DuPage County, including but not limited to the Division of Transportation, 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 in support of general PROJECT schedules and deadlines. The PARTIES 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.** In conjunction with the PROJECT, upon review and satisfaction of federal, state and local statutes, rules, regulations and ordinances, 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 by the COUNTY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY.

II. RIGHT OF WAY

- A.** It is mutually agreed by both PARTIES that the acquisition of right of way (both permanent and temporary) is not necessary for the construction of the PROJECT pursuant to the plans and specifications. 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 the PARTIES respective facilities. Therefore, it is understood by the PARTIES that there will be no conveyance or exchange of any property interests or jurisdictional transfers pursuant to this AGREEMENT.
- B.** The terms of the I-355 AGREEMENTS related to the transfer of any interests and property rights of the PARTIES shall remain in full force and effect.

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 or relocation as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to or relocations of the aforementioned existing utilities.

- B.** The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments or relocations in the design of PROJECT improvements.
- C.** The COUNTY agrees to issue all permits for adjustments to existing COUNTY utilities as well as permitted utilities located within COUNTY rights of way which will be impacted by improvements to the St. Charles Road Bridge as proposed by the COUNTY to be done in conjunction with the PROJECT, at no expense to the TOLLWAY. At all locations where utilities are located on COUNTY rights of way that must be adjusted or relocated due to PROJECT 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 and expenses the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.
- D.** At all locations where utilities exist on COUNTY or ILLINOIS TOLLWAY rights of way, through prior rights/easements that must be adjusted due to work that is the respective maintenance responsibility of either the COUNTY or the ILLINOIS TOLLWAY, the COUNTY and the ILLINOIS TOLLWAY agree to cooperate and issue all permits for the requisite adjustment(s) at no cost to the other PARTY. If work requested by the COUNTY results in the adjustment, relocation, etc. of a utility with prior rights, the COUNTY reserves the right to delete or modify said work to avoid conflict with the utility/utilities. The COUNTY shall be responsible for any increased costs resulting from the COUNTY's decision.
- E.** In the event that the work proposed by the COUNTY results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system outside the COUNTY highway rights of way, the COUNTY shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system. The ILLINOIS TOLLWAY agrees to submit complete cost estimates and competitively bid any fiber optic cable relocation work that is required for the PROJECT. The COUNTY reserves the right to omit work on the PROJECT proposed by the COUNTY in the event there is a need to relocate the ILLINOIS TOLLWAY's fiber optic cable system for said COUNTY work. There shall be no cost to the COUNTY to omit said COUNTY work provided the COUNTY has given advance notice to the ILLINOIS TOLLWAY.
- F.** At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, multi-mode fiber optic cable, message signs, weather stations, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and outside the COUNTY highway rights of way and must be adjusted due to work proposed by the

COUNTY, the COUNTY agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted. The COUNTY reserves the right to omit work on the PROJECT, proposed by the COUNTY, in the event there is a need to relocate the ILLINOIS TOLLWAY's infrastructure for said COUNTY work. There shall be no cost to the COUNTY to omit said COUNTY work.

IV. CONSTRUCTION

- A.** The ILLINOIS TOLLWAY shall advertise and receive bids, obtain COUNTY concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY) before award, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B.** The ILLINOIS TOLLWAY shall require its contractors working on or within the COUNTY's right of way (as "right of way" is defined by the Illinois Highway Code) to indemnify the COUNTY in compliance with Article 107.26 of the Illinois Tollway Supplemental Specifications.
- C.** The ILLINOIS TOLLWAY shall require that its contractor(s), subcontractors and subrecipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of the PROJECT's contracts or any contract that is part of the PROJECT.
- D.** The ILLINOIS TOLLWAY shall require that the COUNTY, their agents, officers and employees be included as additional named insured on the General Liability insurance the ILLINOIS TOLLWAY requires of its contractor(s).
- E.** After award of the construction contract(s), any proposed deviation from the PROJECT plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing work on such proposed deviation. The COUNTY shall review the proposed deviation and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications is 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.
- F.** After award of the construction contract(s), assuming there are no proposed deviations from the PROJECT 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.

- G.** After award of the construction contract(s), assuming there are no proposed changes from the plans and specifications that affect the COUNTY, the TOLLWAY shall provide no less than five (5) calendar day's written notice or electronic mail to the COUNTY prior to commencement of work on the PROJECT.
- H.** The ILLINOIS TOLLWAY shall require its contractor(s) working within the COUNTY's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2008 or the indemnification provision in the current version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- I.** The ILLINOIS TOLLWAY shall require that the COUNTY, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the COUNTY will be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- J.** 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 highway 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 highway 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. The COUNTY, on its own behalf and on the behalf of any entity working on behalf of the COUNTY pursuant to this AGREEMENT, agrees to the extent permitted by law, to indemnify and hold harmless the ILLINOIS TOLLWAY, its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, including attorneys' fees (including the internal costs related to the Attorney General of the State of Illinois) incurred by the Indemnified Parties with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by the COUNTY's or its employees', agents' or representatives' acts or omissions in the performance of the COUNTY's obligations pursuant to this paragraph.
- K.** Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- L.** The ILLINOIS TOLLWAY shall give notice to the COUNTY upon completion of 70% and 100% of all PROJECT construction contracts for PROJECT improvements to be subsequently maintained by the COUNTY, and the

COUNTY shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. If the COUNTY does not perform a final inspection within fourteen (14) 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, 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. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the PROJECT's 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 ("IDOT") Standard Specifications for Road and Bridge Construction. Upon any such cancellation, the COUNTY shall have no obligation to pay any cost or expense for any cancelled work. The COUNTY shall otherwise be obligated to pay its share of the actual cost and expense of any such altered portion of the PROJECT work that is to be subsequently maintained the COUNTY.

- M. The ILLINOIS TOLLWAY shall require all PROJECT construction work performed on or within the COUNTY's right of way to conform to the then current edition of IDOT's Standard Specs.

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

part of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

C. It is mutually agreed by the PARTIES that the estimated cost to the COUNTY for PROJECT work related to the BRIDGES is:

1. \$224,392.84 for construction costs; and
2. \$5035.13 (5% of construction costs where applicable) for preliminary and design engineering; and,
3. \$10,070.26 (10% of construction costs where applicable) for construction engineering; and,
4. \$6042.16 (6% of construction costs where applicable) for mobilization, and,
5. \$3021.08 (3% of construction costs where applicable) for maintenance of traffic,

for a total estimated cost of \$248,561.48. Itemized costs for each of the BRIDGES depicted on "Exhibit B" attached.

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 the PROJECT and receipt of an invoice (said invoice to be sent to the COUNTY c/o the Division of Transportation no sooner than December 1, 2018) 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 the ILLINOIS TOLLWAY the remainder of its actual obligation in a lump sum, upon completion of the PROJECT, based on final actual costs.

F. The TOLLWAY and the COUNTY shall maintain, for a minimum of five (5) years after the completion of the PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by the Auditor General, the TOLLWAY Inspector General, the COUNTY Auditor, and/or other State Auditors. The TOLLWAY and the COUNTY agree to cooperate fully with any audit conducted by the Auditor General, the TOLLWAY Inspector General, the COUNTY Auditor and/or other State Auditors and to provide full access to all relevant materials.

G. Either the COUNTY or the TOLLWAY may request, after the construction contract(s) are let by the 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 TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The party requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A.** The term "local" means the COUNTY.
- B.** The term "local road" refers to any highway, road, street, or pathway that intersects ILLINOIS TOLLWAY right-of-way 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, or 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.

6. 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
 7. 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.
 8. 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.
 9. 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 TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
 10. 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.
 11. 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.
- D.** The PARTIES generally agree that there are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way. These bridge types are:

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 partial or complete ramps 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 TOLLWAY agrees to maintain I-355 in its entirety.
- B. The COUNTY shall continue its maintenance of the right-of-way of the Illinois Prairie Path Bridge, the St. Charles Road Bridge, and the Great Western Trail Bridge. The COUNTY will maintain any PROJECT improvement the ILLINOIS TOLLWAY is constructing as part of the PROJECT for the COUNTY at the COUNTY’s request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph D above and involve the following local road(s):

Type of Bridge Structure	Affected Local Road
Type 2	Illinois Prairie Path
Type 2	St. Charles Road
Type 2	Great Western Trail

- D. Type 2 - COUNTY Roadway over ILLINOIS TOLLWAY Right of Way
 1. The COUNTY has all maintenance responsibility as to the following:
 - a. All existing COUNTY right of way highway and approaches to any of the BRIDGES, including but not limited to pavement, curb and gutter, shoulders, guardrail, fences and screening, approach embankments outside access control fences, and bituminous repair of approach slabs.
 - b. The following portions of the BRIDGES:
 - i. The wearing surface;
 - ii. The deck below the wearing surface and above the structural beams including expansion joints, parapet walls, etc.;
 - iii. Guardrail;

- iv. Fences and screening;
- v. Drainage facilities above structural beams and girders;
- vi. All lighting except underpass;
- vii. All COUNTY signals, signs, and pavement markings;
- viii. 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;
- ix. All drainage facilities carrying exclusively COUNTY drainage;
- x. Ice and snow removal shall be accomplished in such a manner as to not block or obstruct I-355.

2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions of the BRIDGES not otherwise maintained by the COUNTY as set forth herein above, including but not limited to the following:

- a. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
- b. All fences along ILLINOIS TOLLWAY routes, except COUNTY highway overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
- c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
- d. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
- e. Any underpass lighting.

E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve 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 (Super load Moves).
- 3. Any COUNTY highway intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.

- F. The PARTIES agree that each PARTY shall perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES that this AGREEMENT shall supersede any and all earlier agreements entered into by the PARTIES regarding maintenance of COUNTY highways and ILLINOIS TOLLWAY facilities within the limits of the 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 ILLINOIS TOLLWAY's construction contractor(s) pursuant to the PROJECT's 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 their 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 TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the 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 Intergovernmental Agreement between the County of Du Page and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the parties hereto, that the TOLLWAY shall have jurisdiction of I-355. The COUNTY shall retain jurisdiction of the Illinois Prairie Path, St. Charles Road, and the Great Western Trail, 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 regarding the plans and specifications for the PROJECT, the construction of the PROJECT and/or in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY's County Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the same as it relates to any issues involving the ILLINOIS TOLLWAY right of way or the maintenance responsibilities of the ILLINOIS TOLLWAY hereunder, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final. In the event that the Chief Engineering Officer of the ILLINOIS TOLLWAY and the COUNTY's County Engineer cannot mutually agree on a resolution of any dispute concerning the same as it relates to issues on or involving solely COUNTY right of way, the decision of the COUNTY's County Engineer shall be final.
- F.** The ILLINOIS TOLLWAY agrees that in the event any PROJECT work is performed by other than ILLINOIS TOLLWAY employees, the provisions of "An Act Regulating Wages of Laborers, Mechanics and other Workers Employed in Public Works by the State, a County or any Political Subdivision or by Anyone Under Contract for Public Works (820 ILCS 130/1) shall apply to the PROJECT.
- G.** The ILLINOIS TOLLWAY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Non-discrimination regulations required by the U.S. Department of Transportation.
- H.** 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.
- I.** The COUNTY certifies that its correct Federal Tax Identification number is 36-6006551 and it is doing business as a governmental entity, whose mailing address (for purposes of this AGREEMENT) is The Du Page County Division of Transportation, 421 N. County Farm Road, Wheaton, Illinois, 60187.
- J.** This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the parties hereto.

- K.** This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.
- L.** 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.
- M.** 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.
- N.** All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:
- To the TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois, 60515
Attn: Chief Engineering Officer
- To the COUNTY: The Du Page County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois, 60187
Attn: Director of Transportation/County Engineer
- O.** 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.
- P.** The COUNTY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The COUNTY will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel

involved or connected with, or having knowledge of, the performance of this AGREEMENT.

- Q.** The ILLINOIS TOLLWAY shall maintain for a minimum of five (5) years after the completion of the PROJECT, adequate books, records, and other supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with or pursuant to the terms of this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by the COUNTY's Auditor, the ILLINOIS TOLLWAY's Inspector General and the Tollway agrees to cooperate fully with any audit conducted by the COUNTY's Auditor and to provide full access to all relevant materials
- R.** 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 OF DU PAGE

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

Attest: _____
Paul Hinds
County Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

Approved as to Form and Constitutionality

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

IGA_DuPage County_Prairie Path-St. Charles-Great Western over I-355_Final.04.24.18

EXHIBIT A

R E S O L U T I O N

DT-031-93

Intergovernmental Agreement Between the Illinois Toll Highway Authority and DuPage County for the North/South Tollway Section 1) and Winfield Road Tollway Ramps/Finley Road (Section 2)

SECTION 1

THIS AGREEMENT, made and entered into this 25th day of May, 1993, by and between The Illinois State Toll Highway Authority (hereinafter called the "AUTHORITY"), and the County of DuPage of the State of Illinois (hereinafter called the "COUNTY");

W I T N E S S E T H :

WHEREAS, the AUTHORITY is an instrumentality and administrative agency of the State of Illinois, authorized by law to construct, administer, operate and maintain a system of toll highways within and through the State of Illinois, including the North-South Tollway; and

WHEREAS, the COUNTY is a body politic and corporate of the State of Illinois, authorized by law to construct, administer, operate and maintain county highways and facilities, including those affected by the North-South Tollway; and

WHEREAS, the AUTHORITY has the power to construct, administer, operate, regulate and maintain toll highways within the State of Illinois including the power to construct grade separations and interchanges at intersections with public roads, including county highways, intersected by the toll highway system, and to change and adjust the lines and grades thereof so as to accommodate same to the design of such grade separations; and

WHEREAS, pursuant to authority granted to it by the Illinois General Assembly, the AUTHORITY has constructed a toll highway running generally from Army Trail Road (West of Route 53) in Addison, Illinois, to I-55 near Bolingbrook, Illinois, along an alignment generally following that of existing Illinois Route 53 in a corridor west of Lombard and Downers Grove and east of Wheaton and Naperville; and

WHEREAS, the toll highway constructed by the AUTHORITY consists of access-controlled roadways generally between the aforementioned

termini, including grade separations, interchanges, toll plazas, structures, buildings and appurtenances, and wetland areas generally known as the "North-South Toll Highway" (hereinafter referred to as the Toll Highway); and

WHEREAS, the Toll Highway intersects the County Highway System at various locations, including Army Trail Road, St. Charles Road, Illinois Prairie Path, Finley Road, Warrenville Road, Maple Avenue, Hobson Road, 63rd Street, 75th Street, Great Western Trail, Crescent Boulevard, Boughton Road and other locations as designated in the final Toll Highway alignment, and certain modifications and improvements were made to the County Highway System as a part of the construction of the Toll Highway; and

WHEREAS, the AUTHORITY and the COUNTY desire as part of this Agreement to establish an equitable division of maintenance and operational responsibilities at the intersections between County Highways and the Toll Highway in order to assure proper maintenance thereof and safety to the motoring public; and

WHEREAS, the construction of the Toll Highway is of benefit to the people of DuPage County, the State of Illinois and all patrons of the AUTHORITY; and

WHEREAS, the COUNTY, by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.), and "Highway Code" (605 ILCS 5/5-101 et seq.) and the AUTHORITY, by virtue of its power set forth in "An Act in relation to the construction, operation, regulation and maintenance of a system of toll highways, etc." (605 ILCS 10/1 et seq.), are authorized to enter into this Agreement; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized and encouraged by Article VII, Section 10 of the Constitution and the "Intergovernmental Cooperation Act" (605 ILCS 220/1 et seq.);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I - CONSTRUCTION

1. The AUTHORITY has made surveys, prepared plans and specifications, received bids, awarded contract(s), furnished engineering inspection services during construction and caused the Toll Highway and its appurtenances, modifications and improvements to County Highways to be built in accordance with approved plans, specifications and contracts, all at AUTHORITY expense, except as otherwise provided in this Agreement.

2. All costs and expenses for the work (design, construction inspection, and construction) performed in connection with the Toll Highway Project have been paid by the AUTHORITY.
3. The AUTHORITY, at its sole cost and expense, designed and installed all traffic signals (both temporary and permanent) at interchanges with County Highways. The AUTHORITY, at its sole cost and expense, has designed and installed interconnections between signals located at Toll Highway ramps. All traffic control devices (including signals, interconnection systems, surveillance systems, signs and markings) have been installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect at the time of preparation of final plans and specifications; they are compatible with either existing County traffic signal interconnection equipment or traffic control devices as shown in the AUTHORITY's final plans and specifications approved by the COUNTY.
4. The AUTHORITY has, at its sole cost and expense, acquired all right-of-way (including access control) required in connection with the approved final plans and specifications.
5. The COUNTY accepts all work, or portions thereof, involving County Highways and/or structures. Said acceptance includes jurisdiction over, responsibility for and maintenance of said highways and/or structures by the COUNTY. The AUTHORITY has assumed jurisdiction of, responsibility for, and maintenance of those portions of work involved on the Toll Highway. Maintenance responsibilities shall be in accord with Article III hereof.
6. The AUTHORITY agrees that the COUNTY has no financial obligation to the AUTHORITY for construction of the North-South Tollway or any associated work done by the AUTHORITY on County roads, other than for items previously paid to the AUTHORITY by the COUNTY.

ARTICLE II - RIGHT-OF-WAY

1. The COUNTY shall convey to the AUTHORITY, by quit claim deed, fee simple title to all rights, title and interests in land and property owned or controlled by the COUNTY identified by the AUTHORITY and the COUNTY as lying within the final Toll Highway alignment.

Crossroad Bridges: The AUTHORITY will grant permanent easements to the COUNTY for existing COUNTY roads crossing over the AUTHORITY'S tollway mainline.

The parties agree to co-operate with one another in conveying and granting property interests necessary to fulfill the intent of this agreement.

2. The AUTHORITY will grant to the COUNTY a twenty (20) foot nonexclusive permanent easement within and along either the eastern or western edge of AUTHORITY right-of-way for the purpose of the COUNTY'S constructing and maintaining a bicycle/walking path. If such an easement cannot, as determined by the AUTHORITY reasonably be granted due to construction, maintenance or traffic conditions, the AUTHORITY is under no obligation to grant said right-of-way for said bicycle/walking path.
3. The COUNTY will construct and maintain, at its sole expense, any necessary barriers at the outer edge of this easement if not in place or maintain any existing barriers, and will construct to AUTHORITY requirements, at its sole expense, any barriers deemed necessary by the AUTHORITY at the inner edge between the COUNTY easement and AUTHORITY right-of-way. The COUNTY shall indemnify and save harmless the AUTHORITY, its officers, directors, employees and agents from any and all liability arising from COUNTY'S construction, maintenance and use of said bicycle/walking path, including reasonable costs and attorneys fees incurred by the AUTHORITY in defense thereof. Any COUNTY insurance pertaining to said bicycle/walking path shall name the AUTHORITY as additional insured.
4. This opportunity to construct shall only be in force for five (5) years after execution of this Agreement. If said bicycle path is not substantially completed by that time, such easement shall extinguish and all rights in the property shall immediately revert back to the AUTHORITY.

ARTICLE III - MAINTENANCE

A. Definitions

1. For purpose of dividing maintenance responsibilities between the AUTHORITY and the COUNTY at intersections between County Highways and the Toll Highway, said intersections are divided for consideration in this

Agreement into the following three (3) classifications:

- (a) An intersection where a grade separation structure has been constructed to carry the Toll Highway over a County Highway, designated in this Agreement as a Type "T-O" Intersection.
 - (b) An intersection where a grade separation structure of a type other than a segmental box girder has been constructed to carry a County Highway over the Toll Highway, designated in this Agreement as a Type "C-O" Intersection.
 - (c) An intersection where segmental box girder structure has been constructed to carry a County Highway over the Toll Highway, designated in this agreement as a Type "BG" Intersection.
2. As used herein, the terms "maintenance" and "maintain" shall refer to the responsibility for keeping a facility in good and sufficient repair (including reconstruction thereof when needed) at all times to facilitate the convenient flow of traffic and so as not to endanger any of the adjacent highway facilities of either of the parties hereto, and shall include preservation of the structural integrity of the original facility and subsequent improvements, perpetuation of ground cover on embankment slopes, and removal of ice, snow, dirt and debris and mowing and care of vegetation where necessary.
 3. As used herein, the term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only.

B. Type "T-O" Intersections

1. At all Type "T-O" Intersections the COUNTY shall maintain, or cause to be maintained, the following:
 - (a) All County Highway roadways, guardrail and other protective devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separations structure.

- (b) All drainage facilities on County right-of-way which drain County Highway facilities, except such facilities installed by the AUTHORITY on County property for the purpose of carrying exclusively Toll Highway drainage.
 - (c) All underpass lighting, where required, including energy charges therefor.
2. At all Type "T-O" Intersections the AUTHORITY shall maintain or cause to be maintained all portions of the intersection not to be maintained by the COUNTY as hereinbefore stipulated, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within AUTHORITY access control fencing, and fences.

C. Type "C-O" Intersections

1. At all Type "C-O" Intersections the COUNTY shall maintain or cause to be maintained the following:
- (a) All County Highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, walkways, guardrail, approach slabs, and approach embankments outside access control fences.
 - (b) The following portions of the grade separation structures:
 - (1) Complete deck and wearing surface above structural beams and girders, including items in the wearing surface such as but not limited to, expansion joints.
 - (2) Railing.
 - (3) Drainage facilities above structural beams and girders.
 - (c) All drainage facilities on County right-of-way except such facilities on the grade separation structure not covered in paragraph (b) above and

facilities installed by the AUTHORITY for the purpose of carrying exclusively Toll Highway drainage.

2. At all Type "C-O" Intersections the AUTHORITY shall maintain or cause to be maintained all portions thereof not to be maintained by the COUNTY as hereinbefore stipulated, including but not limited to the following:
 - (a) All structural parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - (b) All fences along both routes installed to protect the Toll Highway;
 - (c) All bridge deck downspouts, from a clean-out installed directly below the scuppers, to the outfall;
 - (d) All remaining drainage facilities installed by the AUTHORITY, including but not limited to, those installed on private property, or on County property for the exclusive purpose of carrying Toll Highway drainage;
 - (e) All underpass lighting, including related energy charges therefore.

D. Type "BG" Intersections

1. At all Type "BG" Intersections the COUNTY shall maintain or cause to be maintained the following:
 - (a) All County Highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, walkways, guardrail, approach slabs, and approach embankments outside access control fences.
 - (b) The following portions of the grade separation structures:

- (1) Expansion Joints;
 - (2) Railing;
 - (3) Walkways;
 - (4) Drainage Facilities from the drain scuppers to the first clean-out;
 - (5) Any additional wearing surface which may be added to the deck subsequent to the original construction;
 - (6) Any and all minor deck patching of the wearing surface.
- (c) All drainage facilities on County right-of-way except such facilities on the grade separation structure not covered in paragraph (b) above and facilities installed by the AUTHORITY for the purpose of carrying exclusively Toll Highway drainage.
- (2) At Type "BG" Intersections the AUTHORITY shall maintain or cause to be maintained all portions thereof not to be maintained by the COUNTY as hereinbefore stipulated, including but not limited to the following:
- (a) All structural parts of the grade separation structure, including but not limited to bearings, box girders, slope walls, abutments and piers;
 - (b) All fences along both routes to protect the Toll Highway;
 - (c) All bridge deck downspouts, from the first clean-out to the outfall;
 - (d) All remaining drainage facilities installed by the AUTHORITY, including but not limited to those installed on private property, or on County

Property for the exclusive purpose of carrying
Toll Highway drainage;

- (e) All underpass lighting, including energy charges
therefore.

E. General Maintenance Provisions

1. The COUNTY and the AUTHORITY agree to remove all snow and ice from their respective roadways, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the COUNTY or the AUTHORITY. Nothing herein is intended to preclude the COUNTY and the AUTHORITY from entering into reciprocal agreements at any particular interchange for the efficient removal of snow, ice and debris.

2. To the extent that maintenance by either the COUNTY or the AUTHORITY directly affects the other's roadways and structures, any maintenance work required by this Agreement to be performed by a party and not timely or properly performed may be performed by the other party, subject to reimbursement. However, it is agreed that ten (10) working days advance written notice identifying the work to be performed will be served on the other party, accompanied by a demand that the maintenance work be performed within a reasonable specified time. If the party responsible for said maintenance work pursuant to this Agreement fails thereafter to perform the identified work within the time specified, the other party shall have the option of performing said maintenance and shall be entitled to reimbursement therefore.

In such event, the party who performs work required hereunder to be performed by the other party shall be entitled to prompt reimbursement of actual costs, fees and expenses incurred in carrying out said maintenance work.

3. All items of construction which are stipulated in this Agreement to be maintained by the COUNTY shall be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this Agreement to be maintained by the AUTHORITY shall be the sole maintenance responsibility of the AUTHORITY.

4. The COUNTY shall provide power for and be solely responsible for the maintenance, repair, and reconstruction (including interconnections and master controller) of all traffic signals at intersections of county highways and toll highway ramps. The COUNTY shall also be responsible for the sequence of operation and timing of these signals, giving due regard to AUTHORITY traffic. When requested by the AUTHORITY, the COUNTY shall review the sequence and timing of its traffic signals, giving due consideration to the safety and convenience of the AUTHORITY's patrons and traffic seeking to enter or leave the toll highway in relation to traffic demand along intersecting roads.

ARTICLE IV - GENERAL

1. It is understood and agreed that this is an Intergovernmental Agreement between The Illinois State Toll Highway Authority and the COUNTY of DuPage in the State of Illinois.
2. It is understood and agreed by the parties hereto, that the AUTHORITY shall have jurisdiction of the Toll Highway. The COUNTY shall retain jurisdiction of County Highways traversed or affected by the Toll Highway except as otherwise expressly provided for in this Agreement. For the purposes of this Agreement, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain and operate.
3. It is understood and agreed by the parties hereto, that any future improvements to the Toll Highway, including new or modified interchanges and ramp additions which directly effect the County Highway System or property, will be reviewed and coordinated between the AUTHORITY and COUNTY. Unless expressly provided for in separate agreements, said future modifications will be governed by the terms of this Agreement.
4. Wherever in this Agreement the approval or review of either the AUTHORITY or the COUNTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
5. Any dispute concerning the final plans and specifications or the final alignment that is not resolved as provided in Articles I and II hereof, shall be resolved by meeting between the Executive Director of the AUTHORITY and appropriate COUNTY officials or designated representatives of either party.

6. If, based on the final alignment, any County Highways or roadways need to be vacated or closed, the COUNTY shall authorize said vacatings or closings by the necessary County resolutions and/or ordinances.
7. THIS AGREEMENT shall be executed in six (6) counterparts, each of which shall be deemed an original.
8. THIS AGREEMENT and all of its terms and provisions shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Nothing contained herein shall be deemed to create any third-party beneficiary rights of any rights to specific members of the general public.

SECTION 2

WHEREAS, the COUNTY, acts by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.), and the AUTHORITY, acts by virtue of its power set forth in "An Act in relation to the construction, operation, regulation, and maintenance of the system of toll highways, etc." (605 ILCS 10/1 et seq.); and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate, and such an agreement is authorized and encouraged by Article VII, Sec. 10 of the Constitution and the "Intergovernmental Cooperation Act" (5/ILCS 220/1 et seq.); and

WHEREAS, it is the intent and declared policy of the Illinois General Assembly that an integrated system of highways and streets is essential to the general welfare and to the agricultural, industrial, recreational, and social development of the State (605 ILCS 5/1-102); and

WHEREAS, the AUTHORITY and the COUNTY, in order to facilitate the free flow of traffic and to ensure safety to the motoring public, are desirous of constructing an interchange at the intersection of Winfield Road and the East-West Tollway Interstate Route 88 in Winfield Township, DuPage County, Illinois (hereinafter the "PROJECT"); and

WHEREAS, the improvement to be covered by this Agreement, shall consist of a full interchange in a tight diamond configuration, including entrance and exit ramps for north and southbound traffic to enter both the east and westbound East-West Tollway, the construction of acceleration and deceleration lanes to accommodate ramp movements and the construction of outer ramps which will include ramp toll collection facilities and telecommunication systems to provide for

traffic movements to and from the east and west, said improvement to be hereinafter called the PROJECT, a drawing of said PROJECT is attached hereto as "Exhibit A"; and

WHEREAS, all of the aforesaid improvements will be of benefit to the people of Illinois in general and the COUNTY, and to the patrons of the AUTHORITY; and

WHEREAS, it was also necessary for the AUTHORITY to relocate Finley Road between Warrenville Road and 35th Street to allow construction of the North-South Tollway; and

WHEREAS, the COUNTY holds title to the right-of-way along the original alignment of Finley Road; and

WHEREAS, the AUTHORITY has purchased property on which Finley Road has been reconstructed; and

WHEREAS, it is desirable for the COUNTY to quit claim to the AUTHORITY excess right-of-way on the original alignment of Finley Road in return for right-of-way quit claimed from the AUTHORITY to the COUNTY on the current alignment of Finley Road; and

WHEREAS, it is in the best interests of the AUTHORITY and the COUNTY to enter into this Agreement.

NOW, THEREFORE, in consideration of foregoing preambles and the mutual covenants contained herein, and for good and valuable consideration, the parties hereto agree as follows:

**INTERCHANGE AT
WINFIELD ROAD AND EAST-WEST TOLLWAY**

I - FINANCIAL OBLIGATIONS

1. The COUNTY agrees to pay the AUTHORITY \$465,000.00 for resident engineering within sixty (60) days of a construction contract award.
2. The COUNTY agrees to reimburse the AUTHORITY for 25% of the estimated PROJECT costs of \$10,000,000.00. In the event the actual PROJECT costs exceed \$10,000,000.00, the COUNTY agrees to reimburse the AUTHORITY for 30% of the additional costs.
3. The COUNTY agrees to pay 100% of all utility relocation costs, if any, necessary for the PROJECT, as specified in the approved PROJECT plans and specifications (construction bid documents or any addendum thereto).

II - RIGHT-OF-WAY ACQUISITION

1. The COUNTY agrees to provide the AUTHORITY with fee simple title to all property needed by the AUTHORITY for the PROJECT, as specified in the approved PROJECT plans and specifications (construction bid documents or any addendum thereto) unless otherwise agreed to by the AUTHORITY and COUNTY.
2. If necessary right-of-way is available, and there are no utility related issues, and if the AUTHORITY does not issue a contract within six months for the tollway ramp construction the COUNTY will have the option of cancelling this entire Agreement.

III - CONSTRUCTION AND CONSTRUCTION ENGINEERING

1. The AUTHORITY agrees to furnish all engineering and inspection during construction, and to cause the PROJECT to be built in accordance with the approved plans, specifications and contract.
2. Any proposed changes in plans or specifications affecting the COUNTY shall be submitted to the COUNTY for prior written approval. Said approval(s) shall not be unreasonably delayed or withheld.
3. The parties agree to proceed in good faith and exercise due diligence in discharging their respective obligations under this Agreement.
4. The AUTHORITY shall give fifteen (15) days notice to the COUNTY prior to commencement of construction work on the PROJECT.
5. The AUTHORITY shall have full responsibility for the installation, maintenance and removal of traffic control devices along Winfield Road and the East-West Tollway associated with or required by construction activities, and may delegate this responsibility to its contractor. Said contractor shall be required to meet regularly with the COUNTY and AUTHORITY representatives in order to keep them abreast of maintenance of traffic changes or deficiencies, and to give them 24-hour minimum notice of proposed phase changes. The contractor shall comply with all specifications for traffic control contained in the contract. Should the contractor fail to install or maintain traffic control on Winfield Road as provided for in approved plans and specifications, upon prior written notice to the AUTHORITY and the contractor, the COUNTY shall have the right to

perform the work on a force account basis at the expense of the contractor, said expense to be deducted from any payments due the contractor from the AUTHORITY.

6. The COUNTY and the contractor shall meet with the AUTHORITY at the preconstruction meeting, at which time the contractor shall present for the approval of the AUTHORITY the traffic control devices and procedures he intends to use on the PROJECT.
7. If any of the proposed construction on the PROJECT requires the AUTHORITY to adjust or relocate existing Tollway facilities that are not included in the plans reviewed and approved per this AGREEMENT, the AUTHORITY shall perform such work on a force account basis, and all costs and expenses incurred therefore shall be reimbursed by the COUNTY, provided the COUNTY agrees with the AUTHORITY that such work is necessary.
8. The AUTHORITY shall require the contractor to indemnify and hold harmless the COUNTY in accordance with the indemnification provided in Article 107.14 of the AUTHORITY's "Standard Specifications for Road and Bridge Construction", adopted March 1, 1987. This requirement shall be included in the special provisions for the construction contract.
9. The AUTHORITY shall require that the contractor execute full and complete releases of the COUNTY from any and all claims of the contractor prior to making final payment to the contractor.
10. The AUTHORITY shall require that the COUNTY, and their agents and employees, be included as additional insured parties in all insurance required of the contractor, and that the COUNTY be added as an additional protected party on all performance bonds required of the contractor. Copies of said insurance policies and bonds shall be delivered to the COUNTY prior to commencement of construction. This requirement shall be included in the special provisions for the construction contract.
11. The COUNTY shall have all reasonable rights of inspection of the work on COUNTY right-of-way during the progress thereof. No inspections or approvals of the work by the COUNTY shall relieve the contractor of responsibility and liability for the proper prosecution of the work, and such inspection and approvals shall not be considered a waiver of any rights the COUNTY may have pursuant to this Agreement or the contract (with the contractor).

12. The AUTHORITY shall not issue semifinal payment to the contractor for the work on the PROJECT until all work is substantially complete and reviewed by the COUNTY as being in conformance with the approved plans and specifications.

IV - MAINTENANCE

1. Upon completion of the PROJECT it is agreed that the maintenance responsibilities therefor shall be divided between the COUNTY and the AUTHORITY as follows:
 - a. The COUNTY shall maintain or cause to be maintained:
 - (1) All thru lanes, turning lanes, median, curbs, gutters, shoulders, guardrail, signs (excluding Tollway signs), drainage installations, slopes and embankments adjacent to the thru lanes, and normal appurtenances within the Winfield Road right-of-way and not inaccessible by reason of access control fencing.
 - (2) All drainage facilities for carrying exclusive COUNTY drainage. This shall include any detention facilities and appurtenances.
 - (3) All COUNTY highway grassed areas and embankments.
 - (4) All street lighting and signalization on Winfield Road and at ramp termini, including energy costs.
 - (5) Traffic signals, including timing.
 - b. The AUTHORITY shall maintain, or cause to be maintained, the following:
 - (1) The entire Tollway overpass structure, including but not limited to approaches, all highway facilities, substructures and superstructures and the complete deck and wearing surface of the structure carrying the East-West Tollway over Winfield Road and any and all of its future improvements, replacements or modifications.
 - (2) All exit ramps and entrance ramps between Winfield Road and the East-West Tollway to the point where the ramps meet Winfield Road mainline pavement, including ramp shoulders, embankments, drainage structures and curbs and gutters and/or guardrail adjacent thereto.

- (3) All drainage facilities which carry exclusive Tollway drainage.
 - (4) All grassed areas and embankments within the AUTHORITY right-of-way not previously specified to be maintained by the COUNTY.
 - (5) All Tollway ramp lighting, including energy costs.
 - (6) All access control fences that protect AUTHORITY property.
 - (7) All ramp, toll collection and telecommunication equipment and facilities, including energy costs.
 - (8) All stormwater and runoff detention facilities containing COUNTY and AUTHORITY drainage, as provided for in the final plans and specifications for the PROJECT. The COUNTY will obtain approval of the AUTHORITY prior to any construction, reconstruction, or modifications of its system which will affect the runoff into or discharge into said detention facilities.
2. As used herein the terms "maintenance" or "maintain" (where applicable) shall refer to the satisfactory upkeep, repair, reconstruction and operation of the right-of-way and facilities to assure safe and continued use and preservation including, but not limited to, snow and ice control, pavement patching, the removal of dirt and debris and the upkeep of grassed and infield areas.
 3. Any maintenance work required to be performed by a party to this Agreement may be performed by the other party, following ten (10) days advance written notice identifying the work to be performed within a reasonable specified time, if the party responsible for said maintenance work pursuant to this Agreement fails thereafter to perform. In such event, the party who thereafter performs work required hereunder to be performed by the other party shall be entitled to prompt reimbursement of actual costs and expenses of said maintenance.
 4. These maintenance provisions shall supplement any prior maintenance agreements to this interchange. Nothing herein is intended to preclude the COUNTY and the AUTHORITY from entry into reciprocal agreements at any particular interchange for the efficient removal of snow, ice and other debris.

RIGHT-OF-WAY TRANSFER FINLEY ROAD

1. The COUNTY agrees to transfer all of its right, title, and interests in the right-of-way on the original alignment of Finley Road which is not required for construction and maintenance of relocated Finley Road. The (legal) description of the parcels the COUNTY will convey to the AUTHORITY are shown on Schedule A and these parcels will be conveyed upon completion of the legal surveys.
2. The AUTHORITY agrees to convey all of its right, title, and interests in the right-of-way for the current alignment of Finley Road to the COUNTY. The (legal) description for the parcels to be conveyed from the AUTHORITY to the COUNTY are shown on Schedule A and these parcels will be conveyed upon completion of the legal surveys.
3. The parties agree that no cash will be exchanged in conjunction with these transfers.

Nothing contained herein shall be construed to create any third party beneficiary rights.

This Agreement and all of its terms and provisions shall be binding upon and inure to the benefits of the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF, the parties hereto acting by and through their officers, thereunto duly authorized have affixed their hands and seals all as of the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

By: _____

ATTEST:

Nicholas W. Jansante
Asst. Secretary

APPROVED AS TO FORM AND CONSTITUTIONALITY

Richard W. Bennett (R)
ATTORNEY GENERAL, STATE OF ILLINOIS

COUNTY OF DUPAGE

Ayes: 13
Present: 1
Absent: 10

By: Aldo E. Botti
Aldo E. Botti, Chairman
DuPage County Board

ATTEST:

Gary A. King
Gary A. King, County Clerk

Schedule A

PARCEL	AREA OF CONVEYANCE FROM COUNTY TO TOLLWAY IN ACRES	AREA OF CONVEYANCE FROM TOLLWAY TO COUNTY IN ACRES	REMARKS
NS-04-070.1		0.04	BUTTERFIELD ROAD/FINLEY ROAD
NS-04-077		0.02	BUTTERFIELD ROAD/FINLEY ROAD
NS-04-077P		0.03	BUTTERFIELD ROAD/FINLEY ROAD
NS-05-002.11		1.05	RELOCATED FINLEY ROAD
NS-05-002.11P		0.07	RELOCATED FINLEY RD./UTILITY CORRIDOR
NS-05-002.12P		0.08	RELOCATED FINLEY RD./UTILITY CORRIDOR
NS-05-002.13		4.89	RELOCATED FINLEY ROAD
NS-05-002.13P		0.11	RELOCATED FINLEY RD./UTILITY CORRIDOR
NS-05-002.21		0.20	RELOCATED FINLEY ROAD
NS-05-003		0.96	RELOCATED FINLEY ROAD
NS-05-004.3	0.21		RELOCATED FINLEY ROAD
NS-05-004.6		0.15	RELOCATED FINLEY ROAD
NS-05-005.2		0.17	RELOCATED FINLEY ROAD
NS-05-006.1		3.01	RELOCATED FINLEY ROAD
NS-05-006.2		0.78	RELOCATED FINLEY ROAD
NS-05-006.3		0.29	RELOCATED FINLEY ROAD
NS-05-006.9		0.01	RELOCATED FINLEY ROAD
NS-05-006.10		0.06	RELOCATED FINLEY ROAD
NS-05-008.1		0.42	RELOCATED FINLEY ROAD
NS-05-009	4.73		OLD FINLEY ROAD
NS-05-009.1	2.09	0.60	OLD FINLEY ROAD
NS-05-009.11	1.08		OLD FINLEY ROAD
NS-05-009.1P	0.03		OLD FINLEY RD. W/UTILITY CORRIDOR

Schedule A (Cont.)

PARCEL	AREA OF CONVEYANCE FROM COUNTY TO TOLLWAY IN ACRES	AREA OF CONVEYANCE FROM TOLLWAY TO COUNTY IN ACRES	REMARKS
NS-05-009.2P	0.06		OLD FINLEY RD. W/UTILITY CORRIDOR
NS-05-009.3	0.36		OLD FINLEY RD. W/UTILITY CORRIDOR
NS-05-009.3P	0.12		OLD FINLEY RD. W/UTILITY CORRIDOR
NS-05-009.4	0.46		OLD FINLEY RD. W/UTILITY CORRIDOR
NS-05-009.5	0.27		RELOCATED LACEY ROAD
NS-05-009.5P	0.11		OLD FINLEY RD. W/UTILITY CORRIDOR
NS-05-009.6	0.06		OLD FINLEY RD. W/UTILITY CORRIDOR
NS-05-009.7	0.04		OLD FINLEY RD. W/UTILITY CORRIDOR
NS-05-009.9	2.26		OLD FINLEY ROAD
NS-05-027.1	0.71		RELOCATED FINLEY ROAD
NS-05-009.8	0.01		OLD FINLEY RD. W/UTILITY CORRIDOR
NS TOLLWAY NORTH SIDE	0.59	0.05	RELOCATED FINLEY ROAD UNDER FINLEY ROAD
FINLEY ROAD OVER NS & EW TOLLWAYS		0.79	RELOCATED FINLEY ROAD
	12.48	14.49	

R E S O L U T I O N

DT-0006-10

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND THE COUNTY OF DU PAGE
CH 7/ST. CHARLES ROAD BRIDGE REPAIR AT I-355
SECTION 09-00071-04-BR
(ESTIMATED COUNTY COST OF: \$247,250.00)

WHEREAS, the County of DuPage (hereinafter "COUNTY") and the Illinois State Toll Highway Authority (hereinafter "TOLLWAY") in order to facilitate the free flow of traffic and to ensure the safety of the motoring public desire to improve the Veterans Memorial Tollway (I-355) and bridges from north of CH 2/Finley Road to CH 11/Army Trail Road (hereinafter "PROJECT"); and

WHEREAS, the COUNTY has requested the TOLLWAY make certain repairs to the bridge and bridge appurtenances that carry CH 7/St. Charles Road over I-355 (hereinafter called the "WORK") as a part of the PROJECT; and

WHEREAS, an Intergovernmental Agreement (hereinafter "AGREEMENT") has been prepared and attached hereto, which outlines the financial participation of the parties related to Preliminary and Design Engineering, Construction Engineering and the Construction costs for the WORK; and

WHEREAS, the total estimated cost for the COUNTY portion of the WORK is estimated to be \$247,250.00; and

WHEREAS, sufficient funds have been appropriated to pay for the WORK; and

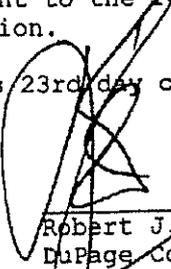
WHEREAS, said AGREEMENT must be executed before the TOLLWAY will authorize construction on the WORK for the COUNTY.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Clerk and Chairman of the Board be hereby directed and authorized to execute the referenced AGREEMENT with the TOLLWAY; and

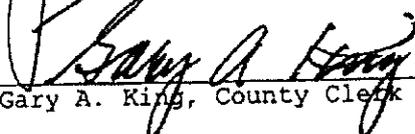
BE IT FURTHER RESOLVED, that two (2) original copies of the Resolution and AGREEMENT be sent to the TOLLWAY, through the DuPage County Division of Transportation.

Enacted and approved this 23rd day of February, 2010 at Wheaton, Illinois.

Ayes: 15
Absent: 3


Robert J. Schillerstrom, Chairman
DuPage County Board

ATTEST:


Gary A. King, County Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF DU PAGE
COUNTY SECTION 09-00071-04-BR**

This INTERGOVERNMENTAL AGREEMENT, hereinafter called the "AGREEMENT" is entered into this 23rd day of February AD, 2010, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY", and THE COUNTY OF DU PAGE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY". The COUNTY and the TOLLWAY are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES".

WITNESSETH:

WHEREAS, the PARTIES previously entered into an Intergovernmental Agreement on May 25, 1993 and amendments dated May 8, 2001 and February 25, 2003 (hereinafter referred to as "NORTH-SOUTH TOLLWAY AGREEMENT"), in part, for the construction of the North-South Tollway that is now known as the Veterans Memorial Tollway (I-355) that included, but was not limited to, right of way acquisition and the establishment of future maintenance and operational responsibilities; and

WHEREAS, the TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving the Veterans Memorial Tollway (I-355) and bridges from north of Finley Road to Army Trail Road (TOLLWAY construction Contract RR-08-5572) as follows:

The Veterans Memorial Tollway (I-355) is proposed to be resurfaced; ramps will be repaired; drainage structures repaired; the median barrier wall will be reconfigured and raised; guardrail, traffic barriers, safety appurtenances, overhead and ground mounted signing will be replaced; existing noise abatement walls will be repaired and a new noise wall will be constructed; lighting brackets and luminaries will be removed from overhead sign structures; and the St. Charles Road Bridge over I-355 will be repaired (hereinafter called the "PROJECT"); and

WHEREAS, the PARTIES wish to continue the rights and responsibilities as outlined in the NORTH-SOUTH AGREEMENT and the intent of this AGREEMENT is to address and establish the respective responsibilities of the PARTIES that are PROJECT specific; and

WHEREAS, the TOLLWAY, has given the COUNTY the opportunity to review and comment on the Bridge Condition Reports for the St. Charles Road Bridge over I-355 (SN022-9955) prepared by the TOLLWAY and incorporated herein by reference, of which the COUNTY has maintenance responsibility for the bridge deck and other appurtenances; and

WHEREAS, after review of the Bridge Condition Report, the COUNTY requests that the TOLLWAY include in its PROJECT the following additional repairs to the bridge; removal and replacement of the expansion joints, epoxy crack repair, and deck slab repair (full or partial depth patching), approach roadway work including removal and replacement of curb and gutter, bituminous walkway adjustments, guardrail removal and replacement on the four quadrants of the bridge and other appurtenant work; and

WHEREAS, the TOLLWAY agrees to the COUNTY's request to repair that portion of the bridge structure that is the maintenance responsibility of the COUNTY as outlined herein; and

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

WHEREAS, the TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 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 and Illinois Highway Code 605 ILCS 5/1-101 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.

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

I. ENGINEERING

- A. The 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 COUNTY shall review the plans and specifications for the PROJECT which impact that portion of the St. Charles Road Bridge over I-355 that is the maintenance responsibility of the COUNTY within thirty (30) calendar days of receipt thereof. After review, the COUNTY will send a letter or electronic mail to the TOLLWAY indicating its approval, or its disapproval. 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 that portion of the St. Charles Road Bridge over I-355 that is the maintenance responsibility of the COUNTY. In the event of disapproval, the COUNTY will detail in writing or electronic mail its objections to the proposed plans and

specifications for review and consideration by the TOLLWAY. Notwithstanding any disapproval by the COUNTY, the TOLLWAY after considering the COUNTY's objections shall proceed as the Chief Engineer of the TOLLWAY deems appropriate. In the event the Chief Engineer chooses to disregard objections by the COUNTY for portions of the project strictly related to COUNTY highways and appurtenances, the TOLLWAY agrees to assume all increased costs over those in the applicable plans and specifications that result from the Chief Engineer's rejection of such objections. The COUNTY agrees to reimburse the TOLLWAY for any increased costs resulting from the TOLLWAY's acceptance of the COUNTY's objections.

- C. Any dispute concerning the plans and specifications for the PROJECT shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the COUNTY by the TOLLWAY.
- E. The TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Office of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, 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.

II. RIGHT OF WAY

- A. It is mutually agreed by both PARTIES that the acquisition of right of way (both permanent and temporary) is not necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. The terms of the NORTH-SOUTH TOLLWAY AGREEMENT related to the transfer of any interests and property rights of the PARTIES shall remain in full force and effect.

III. UTILITY RELOCATION

- A. The TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of all utilities within existing COUNTY rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the TOLLWAY shall identify adjustments to the aforementioned existing utilities.

- B. The TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to TOLLWAY facilities where they cross COUNTY highway rights of way; and 2) to COUNTY facilities impacted as part of the PROJECT.
- C. The COUNTY agrees to issue all permits for adjustments to existing COUNTY utilities as well as permitted utilities located within COUNTY rights of way which will be impacted by improvements to the St. Charles Road Bridge as proposed by the COUNTY to be done in conjunction with the PROJECT, at no expense to the TOLLWAY.
- D. The TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT for adjustments to existing TOLLWAY utilities as well as permitted utilities located within existing TOLLWAY rights of way, where improvements to I-355 are proposed to be done as part of the PROJECT, at no expense to the COUNTY.
- E. At all locations where utilities exist on COUNTY or TOLLWAY rights of way, through prior rights/easements that must be adjusted due to work that is the respective maintenance responsibility of either the COUNTY or the TOLLWAY, the COUNTY and the TOLLWAY agree to cooperate and issue all permits for the requisite adjustment(s) at no cost to the other PARTY. If work requested by the COUNTY results in the adjustment, relocation, etc. of a utility with prior rights, the COUNTY reserves the right to delete or modify said work to avoid conflict with the utility/utilities. The COUNTY shall be responsible for any increased costs resulting from the COUNTY's decision.
- F. In the event that the work proposed by the COUNTY results in a conflict with the TOLLWAY's fiber optic cable system outside the COUNTY highway rights of way, the COUNTY shall reimburse the TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system. The TOLLWAY agrees to submit complete cost estimates and competitively bid any fiber optic cable relocation work that is required for the PROJECT. The COUNTY reserves the right to omit work on the PROJECT proposed by the COUNTY in the event there is a need to relocate the TOLLWAY's fiber optic cable system for said COUNTY work. There shall be no cost to the COUNTY to omit said COUNTY work provided the COUNTY has given advance notice to the TOLLWAY.
- G. At all locations where the TOLLWAY's infrastructure (remote traffic microwave sensors, multi-mode fiber optic cable, message signs, weather stations, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and outside the COUNTY highway rights of way and must be adjusted due to work proposed by the COUNTY, the COUNTY agrees to reimburse the TOLLWAY for any and all out of pocket costs the TOLLWAY may incur in causing the aforementioned infrastructure to be

adjusted. The COUNTY reserves the right to omit work on the PROJECT, proposed by the COUNTY, in the event there is a need to relocate the TOLLWAY's infrastructure for said COUNTY work. There shall be no cost to the COUNTY to omit said COUNTY work.

IV. CONSTRUCTION

- A. The TOLLWAY shall stipulate in its contract for the PROJECT that the St. Charles Road Bridge work must be completed by September 17, 2010 to facilitate the COUNTY's proposed resurfacing work, due to other local agencies working in the PROJECT area during this timeframe. The TOLLWAY shall also include a note in its plans to require that their contractor(s) cooperate with other contractor(s) working in the area.
- B. The TOLLWAY shall advertise and receive bids, obtain COUNTY concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY) before award, award the contract(s), provide construction engineering and inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the COUNTY as hereinafter stipulated.
- C. After award of the construction contract(s), the TOLLWAY shall ask the COUNTY for approval of the bridge deck patching layout. The COUNTY shall review the proposed patching layout on site within five (5) calendar days and indicate its approval or disapproval thereof in writing or by electronic mail. If the proposed patching layout is not acceptable, the COUNTY shall detail in writing or electronic mail its specific objections.
- D. After award of the construction contract(s), any proposed changes 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 changes and indicate its approval or disapproval thereof in writing or by electronic mail. If the proposed change to the plans and specifications are not acceptable, the COUNTY shall detail in writing or by electronic mail its specific objections. If the TOLLWAY receives no written response or electronic mail from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed change, the proposed change shall be deemed approved by the COUNTY.
- E. After award of the construction contract(s), assuming there are no proposed changes from the plans and specifications that affect the COUNTY, the TOLLWAY shall provide no less than five (5) calendar day's written notice or electronic mail to the COUNTY prior to commencement of work on the PROJECT.

- F. The TOLLWAY shall require its contractor(s) working within the COUNTY's rights of way to comply with the indemnification provision contained at Section 107.26 in the TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2008 or the indemnification provision in the current version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- G. The TOLLWAY shall require that the COUNTY, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the TOLLWAY requires of its contractor(s) and that the COUNTY will be added as an additional protected party on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- H. 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 send notices in writing or by electronic mail to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to who has been assigned to perform said inspections. The COUNTY, on its own behalf and on the behalf of any entity working on behalf of the COUNTY pursuant to this AGREEMENT, agrees to the extent permitted by law, to indemnify and hold harmless the TOLLWAY, its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, including attorneys' fees (including the internal costs related to the Attorney General of the State of Illinois) incurred by the Indemnified Parties with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by the COUNTY's or its employees', agents' or representatives' acts or omissions in the performance of the COUNTY's obligations pursuant to this paragraph.
- I. Notices required to be delivered by either party pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- J. No inspections or approvals of the specifications or the work by the COUNTY or its employees, officers or agents shall relieve the TOLLWAY's contractor(s) of responsibility and liability for the proper performance of the work as determined by the TOLLWAY. TOLLWAY inspections and approvals shall not be considered a waiver of any right the COUNTY may have pursuant to this AGREEMENT. All COUNTY communications and correspondence with the TOLLWAY's contractor(s) or relating to a contract shall be through the TOLLWAY, unless otherwise specifically in writing or by electronic mail approved by the Chief Engineer of the TOLLWAY. In the event a COUNTY representative discovers COUNTY related work that is not being performed or has not been performed in accordance with the approved plans and specifications,

the representative shall promptly notify the Chief Engineer of the TOLLWAY or the Chief Engineer's duly designated representative in writing or by electronic mail.

- K. The 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 ten (10) calendar days after written or electronic mail notice thereof. If the COUNTY does not perform a final inspection within ten (10) calendar days after receiving said 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 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 TOLLWAY's representative of any deficiency, and shall thereafter deliver or transmit by electronic mail within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the 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 written or electronic mail notice from the TOLLWAY that the deficiencies have been remedied.
- L. The 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 unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2008 or the Canceled Items provision in the current version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect. The TOLLWAY agrees that the COUNTY shall not be responsible for any costs or associated PROJECT cost increases for COUNTY work cancelled or altered by the TOLLWAY pursuant to this paragraph unless work is cancelled at the direction of the COUNTY in which case the COUNTY shall be responsible for costs already incurred prior to the cancellation of the work.

V. FINANCIAL

- A. Except as otherwise identified herein, the 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. It is mutually agreed by the parties hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering is 10% of actual final construction costs.

- C. It is mutually agreed by the parties hereto that the estimated cost to the COUNTY is \$215,000 for construction costs, \$ 10,750 (5% of the COUNTY's share of construction costs) for preliminary and design engineering, and \$ 21,500 (10% of the COUNTY's share of construction costs) for construction engineering for a total estimated cost of \$247,250.
- D. It is further agreed that notwithstanding the estimated cost, the COUNTY will be responsible for the actual costs of improvements requested by the COUNTY.
- E. The COUNTY agrees that upon award of the contract for this improvement and receipt of an invoice from the TOLLWAY, the COUNTY will pay to the TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- F. The TOLLWAY and the COUNTY shall maintain, for a minimum of three (3) years after the completion of the PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by the Auditor General, the TOLLWAY Inspector General, the COUNTY Auditor, and/or other State Auditors. The TOLLWAY and the COUNTY agree to cooperate fully with any audit conducted by the Auditor General, the TOLLWAY Inspector General, the COUNTY Auditor and/or other State Auditors and to provide full access to all relevant materials.
- G. Either the COUNTY or the TOLLWAY may request, after the construction contract(s) are let by the 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 TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The party requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any party to this AGREEMENT other than the 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:

- i. "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.
- ii. "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.
- iii. "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.
- iv. "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.
- v. "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, or 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.
- vi. 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.
- vii. 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.

- viii. 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.
- ix. 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 TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- x. 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.
- xi. 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.

D. These are three types of bridge structures that intersect the TOLLWAY rights of way:

- i. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
- ii. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
- iii. Type 3. An intersection where partial or complete ramps 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 TOLLWAY agrees to maintain I-355 in its entirety.
- B. The COUNTY agrees to maintain, or cause to be maintained, St. Charles Road as noted in VII. D. below including all facilities, sidewalks, bike paths, and any and

all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., or any work the 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 D above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	St. Charles Road

D. Type 2 - COUNTY Roadway over TOLLWAY Right of Way

The COUNTY has all maintenance responsibility as to the following along St. Charles Road:

- 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, 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 COUNTY signals and signs;
- viii. 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;
- ix. All drainage facilities carrying exclusively COUNTY drainage.

The 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 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 TOLLWAY reserves the exclusive right to approve the following:

- i. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
- ii. The permitting of any and all loads traversing the grade separation structure which exceed the limits set forth in Title 92 Chapter 4 Part 2520 Appendix A of the Illinois Administrative Code;
- iii. Pavement markings, including embedded reflectors;
- iv. Standards governing right of way maintenance;

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 INTERGOVERNMENTAL 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 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 TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.
- D. The COUNTY and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- E. Nothing herein is intended to prevent or preclude the COUNTY and the TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an INTERGOVERNMENTAL AGREEMENT between the County of Du Page and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the parties hereto, that the TOLLWAY shall have jurisdiction of I-355. The COUNTY shall retain jurisdiction of St. Charles Road, except as otherwise expressly provided for in this INTERGOVERNMENTAL AGREEMENT. For the purpose of this INTERGOVERNMENTAL 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 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 construction of the PROJECT. 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 or electronic notice. Each representative shall be readily available to the other party.
- E. In the event of a dispute between the COUNTY and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the

TOLLWAY and the Director of Transportation and Operations of the COUNTY shall meet and resolve the issue.

- F. Any dispute concerning this AGREEMENT that is not resolved as provided above shall be resolved by decision of the Chairman of the COUNTY Board and the Executive Director of the TOLLWAY, and their decision 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. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36 6006551 and it is doing business as a governmental entity, whose mailing address (for purposes of this AGREEMENT) is The Du Page County Division of Transportation, 421 N. County Farm Road, Wheaton, Illinois, 60187.
- I. Under penalties of perjury, the TOLLWAY certifies that its correct Federal Tax Identification number is 36 2811931 and it is doing business as a governmental entity, whose mailing address is the Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the parties hereto.
- K. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract(s) covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- L. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.
- M. 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.
- N. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois, 60515
Attn: Chief Engineer

To the COUNTY: The Du Page County Division of Transportation
421 N. County Farm Road

Wheaton, Illinois, 60187

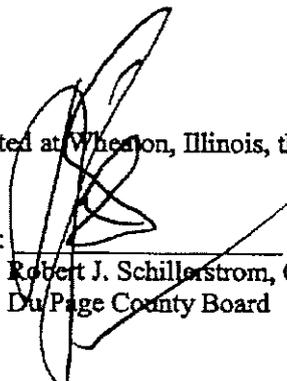
Attn: Director of Transportation and Operations

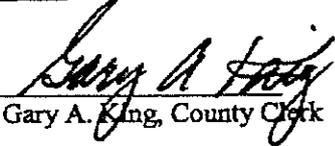
O. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

THE COUNTY OF DU PAGE

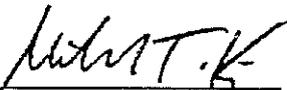
Dated at Wheaton, Illinois, this 23rd day of February, 2010.

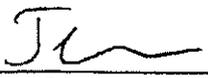
By: 
Robert J. Schillerstrom, Chairman
DuPage County Board

Attest: 
Gary A. King, County Clerk

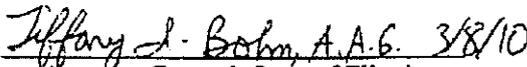
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Dated at Downers Grove, Illinois, this 11th day of March, 2010.

By: 
Michael T. King, Acting Executive Director

By: 
Thomas J. Bamonte, General Counsel

Approved as to form and constitutionality


Tiffany L. Bohm, A.A.G. 3/8/10
Attorney General, State of Illinois

DUPAGE COUNTY COST RESPONSIBILITIES (4256)

Structure / Work Location	Item	Description	Unit	Quantity	Unit Price	Total Cost	Design Eng (5%)	Const Eng (10%)	Mobilization (6%)	MOT (3%)	Total Cost Participation
GREAT WESTERN TRAIL BRIDGE (Bridge Number 1408) (DOT Structure Number 022-9940)	*50157300	PROTECTIVE SHIELD	SQ YD	90	\$0.01	\$ 0.90					\$ 0.90
	*X2200020	FENCE REMOVAL AND REINSTALLATION	FOOT	480	\$18.00	\$ 7,680.00					\$ 7,680.00
	*X5091765	PIPE HANDRAIL, SPECIAL	FOOT	480	\$38.00	\$ 18,240.00					\$ 18,240.00
	*X8640502	CHAIN LINK FENCE POST	EACH	60	\$350.00	\$ 21,000.00					\$ 21,000.00
	*X7010216	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	0.5	\$10,000.00	\$ 5,000.00					\$ 5,000.00
	**42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	317	\$21.00	\$ 6,657.00	\$ 332.85	\$ 665.70	\$ 399.42	\$ 199.71	\$ 8,254.88
	**44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	54	\$12.00	\$ 648.00	\$ 32.40	\$ 64.80	\$ 38.88	\$ 19.44	\$ 803.52
	**44000600	SIDEWALK REMOVAL	SQ FT	317	\$15.00	\$ 4,755.00	\$ 237.75	\$ 475.50	\$ 285.30	\$ 142.65	\$ 5,896.20
	**60905000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6 24	FOOT	54	\$34.00	\$ 1,836.00	\$ 91.80	\$ 183.60	\$ 110.16	\$ 55.08	\$ 2,276.64
	**X7810300	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	28	\$70.00	\$ 1,960.00	\$ 91.00	\$ 182.00	\$ 109.20	\$ 54.60	\$ 2,256.80
ST CHARLES BRIDGE (Bridge Number 1409) (DOT Structure Number 022-9955)	JT503012	ACCELERATED DECK SLAB REPAIR (PARTIAL)	SQ YD	0.4	\$500.00	\$ 200.00	\$ 10.00	\$ 20.00	\$ 12.00	\$ 6.00	\$ 248.00
	JT503013	ACCELERATED APPROACH SLAB REPAIR (PARTIAL)	SQ YD	3.3	\$1,000.00	\$ 3,300.00	\$ 165.00	\$ 330.00	\$ 198.00	\$ 99.00	\$ 4,082.00
	JT503040	STRUCTURAL REPAIR OF CONCRETE SLAB REPAIR (PARTIAL)	SQ FT	135	\$175.00	\$ 23,625.00	\$ 1,181.25	\$ 2,362.50	\$ 1,417.50	\$ 708.75	\$ 29,285.00
	JT524015	BRIDGE DECK CONCRETE SEALER	EA	20854	\$1.37	\$ 28,569.98	\$ 1,428.50	\$ 2,857.00	\$ 1,714.20	\$ 857.10	\$ 35,426.78
	**JT753007	RAISED PAVEMENT LANE MARKER REMOVAL	EACH	52	\$9.00	\$ 468.00	\$ 23.40	\$ 46.80	\$ 28.08	\$ 14.04	\$ 580.32
	**50157300	PROTECTIVE SHIELD	SQ YD	130	\$0.01	\$ 1.30					\$ 1.30
	*X2200020	FENCE REMOVAL AND REINSTALLATION	FOOT	892	\$18.00	\$ 16,072.00					\$ 16,072.00
	*X5091765	PIPE HANDRAIL, SPECIAL	FOOT	892	\$38.00	\$ 26,296.00					\$ 26,296.00
	*X6640502	CHAIN LINK FENCE POST	EACH	84	\$350.00	\$ 29,400.00					\$ 29,400.00
	*X7010216	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	0.5	\$10,000.00	\$ 5,000.00					\$ 5,000.00
ILLINOIS PRAIRIE PATH BRIDGE (Bridge Number 1417) (DOT Structure Number 022-9960)	Z0021902	SILICONE JOINT SEALER, 1/2"	FOOT	630	\$25.00	\$ 15,750.00	\$ 787.50	\$ 1,575.00	\$ 945.00	\$ 472.50	\$ 19,550.00
	JT201005	REMOVE VEGETATION	L SUM	1	\$2,500.00	\$ 2,500.00	\$ 125.00	\$ 250.00	\$ 150.00	\$ 75.00	\$ 3,100.00
	JT524015	BRIDGE DECK CONCRETE SEALER	SQ FT	7718	\$1.37	\$ 10,573.66	\$ 528.68	\$ 1,057.37	\$ 634.42	\$ 317.21	\$ 13,111.34
											\$ 107,510.64
											\$ 107,510.64
Total Cost for Illinois Prairie Path Bridge over I-355 (Bridge Number 1417) (DOT Structure Number 022-9960)						\$ 224,392.84	\$ 5,035.13	\$ 10,070.27	\$ 6,042.16	\$ 3,021.08	\$ 248,561.48
Subtotals						\$ 224,392.84	\$ 5,035.13	\$ 10,070.27	\$ 6,042.16	\$ 3,021.08	\$ 248,561.48
TOTAL DUPAGE COUNTY RESPONSIBILITY											\$ 248,561.48

* Item is for fence repair requested by DuPage County and designed by Knight.
 ** Item is for additional sidewalk work requested by DuPage County for St. Charles Bridge.

RESOLUTION NO. 21580

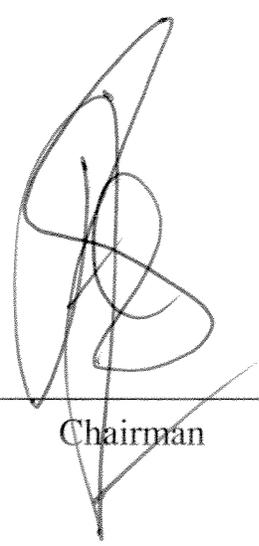
Background

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") to reconcile outstanding financial obligations between the two agencies pursuant to various intergovernmental agreements by offsetting Tollway amounts payable on nine (9) separate IDOT led contracts with a significant portion of the IDOT amount payable on a Tollway led contract. The Tollway amount payable on the identified IDOT led contracts totals \$59,696,634.06 and the IDOT amount payable on the identified Tollway led contract totals \$63,474,554.00. Upon execution the Tollway balance due on the identified contracts will be \$0, and the IDOT balance due on the identified contract will be \$3,777,919.94.

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

**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 _____, 2018, 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 PARTIES have entered into Intergovernmental Agreements for various contracts where the DEPARTMENT was the lead agency for performing project work stated in said contracts (hereinafter called the "CONTRACTS"); and

WHEREAS, in the aforementioned Intergovernmental Agreements, the ILLINOIS TOLLWAY incurred cost participation owed to the DEPARTMENT related to various aspects of said CONTRACTS, and

WHEREAS, the PARTIES mutually agree that there is currently an outstanding balance of debt owed the ILLINOIS TOLLWAY from the DEPARTMENT for other projects that are the subject of the CONTRACTS where the ILLINOIS TOLLWAY acted as the lead agency and where the DEPARTMENT incurred cost participation owed to the ILLINOIS TOLLWAY related to various aspects of the ILLINOIS TOLLWAY led contracts; and

WHEREAS, the purpose of this AGREEMENT is to identify, reduce, and offset certain balances owed each PARTY; 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 Highway 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. DEPARTMENT INTERGOVERNMENTAL AGREEMENTS

The Intergovernmental Agreements for the following DEPARTMENT led contracts that are to be included among the CONTRACTS as part of this AGREEMENT:

- A.** Interstate Route 55 at Interstate Route 294. DEPARTMENT Contract Number 60277. DEPARTMENT Job Number C-91-048-97, ILLINOIS TOLLWAY IGA #008303-1. Agreement execution date: February 23, 2000. Agreed ILLINOIS TOLLWAY cost participation due the DEPARTMENT = \$5,768,624.39.
- B.** Illinois Route 50 at 127th Street and at Interstate Route 294, DEPARTMENT Contract Numbers 60592 and 60685, DEPARTMENT Job Numbers C-91-168-98 and C-91-035-99, ILLINOIS TOLLWAY IGA #008604-1. Agreement execution date: February 23, 2000. Agreed ILLINOIS TOLLWAY cost participation due the DEPARTMENT = \$2,457,078.75.
- C.** Interstate Route 290 at Interstate Route 88. DEPARTMENT Contract Number 60772, DEPARTMENT Job Number C-91-279-99, ILLINOIS TOLLWAY IGA #005900-1. Agreement execution date: February 23, 2000. Agreed ILLINOIS TOLLWAY cost participation due the DEPARTMENT = \$29,510,103.00.
- D.** Illinois Route 60 at Interstate Route 294. DEPARTMENT Contract Number 60B01, DEPARTMENT Job Number C-91-230-06, ILLINOIS TOLLWAY IGA #005416. Agreement execution date: September 5, 2007. Agreed ILLINOIS TOLLWAY cost participation due the DEPARTMENT = \$5,507,952.43.
- E.** Interstate Route 80/94 from 159th Street to Thornton Lansing Road, DEPARTMENT Contract Number 62108, DEPARTMENT Job Numbers C-91-514-01, ILLINOIS TOLLWAY IGA #002003-3. Agreement execution date: December 23, 2003. Agreed ILLINOIS TOLLWAY cost participation due the DEPARTMENT = \$1,715,321.33.
- F.** Interstate Route 80/94, DEPARTMENT Contract Number 62353, DEPARTMENT Job Number C-91-014-01, ILLINOIS TOLLWAY IGA #002003-3. Agreement execution date: December 23, 2003. Agreed TOLLWAY cost participation \$16,013,938.14 less previous TOLLWAY payment of \$2,797,732.10 leaving a total balance due the DEPARTMENT = \$13,216,206.04.

- G.** Illinois Route 47 at Interstate Route 88. DEPARTMENT Contract Number 62531, DEPARTMENT Job Number C-91-321-02, ILLINOIS TOLLWAY IGA #002006-02., Agreement execution date: September 13, 2006. Agreed ILLINOIS TOLLWAY cost participation due the DEPARTMENT = \$560,487.58.
- H.** Interstate Route 80/90/Illinois Route 394 Beam Fabrication, DEPARTMENT Contract Number 62898, DEPARTMENT Job Number C-91-003-01, ILLINOIS TOLLWAY IGA #005153-3. Agreement execution date: May 22, 2006. Agreed ILLINOIS TOLLWAY cost participation \$389,243.90 less previous ILLINOIS TOLLWAY payment of \$293,276.05 leaving a total balance due the DEPARTMENT = \$95,967.81.
- I.** Illinois Route 1 over Interstate Route 80, DEPARTMENT Contract Number 62099, DEPARTMENT Job Number C-91-098-05, ILLINOIS TOLLWAY IGA #005613. Agreement execution date: January 3, 2012. Agreed ILLINOIS TOLLWAY cost participation due the DEPARTMENT = \$960,860.54.
- J.** The total due to the DEPARTMENT from the ILLINOIS TOLLWAY for the above agreements equals \$59,696,634.06, hereinafter referred to as ILLINOIS TOLLWAY BALANCE DUE.

II. ILLINOIS TOLLWAY INTERGOVERNMENTAL AGREEMENT

The Intergovernmental Agreement for the ILLINOIS TOLLWAY led contract to be included among the CONTRACTS as part of this AGREEMENT:

- A.** Interstate Route 355 South Extension, multiple ILLINOIS TOLLWAY Contract Numbers, ILLINOIS TOLLWAY IGA #007711-7. Agreement execution date: March 11, 2008. Agreed DEPARTMENT cost participation due the ILLINOIS TOLLWAY = \$63,474,554.00, for purposes of this AGREEMENT (hereinafter referred to as “DEPARTMENT BALANCE DUE”).

III. BALANCE OFFSET

- A.** It is agreed by the PARTIES that it is mutually beneficial to offset the balances to reduce the balance owed to the ILLINOIS TOLLWAY by the DEPARTMENT. Therefore, it is mutually agreed by the PARTIES to deduct the ILLINOIS TOLLWAY BALANCE DUE from the DEPARTMENT BALANCE DUE.

- B. Upon execution of this AGREEMENT, the ILLINOIS TOLLWAY BALANCE DUE as identified in Section I of this AGREEMENT is \$0, and shall be considered paid in full.
- C. Upon execution of this AGREEMENT, the DEPARTMENT BALANCE DUE as identified in Section II of this AGREEMENT is \$3,777,919.94. Subject to State appropriations sufficient to pay such obligations, the DEPARTMENT shall make arrangements to fund its obligations in the described CONTRACTS as soon as reasonably practicable. It is agreed by the PARTIES that the funding obligation of the DEPARTMENT recited above is, now and at all times hereafter, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled, diminished, or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY until all financial obligations hereunder are fully satisfied.

IV. GENERAL PROVISIONS

- A. This is an AGREEMENT between the State of Illinois, acting by and through its Department of Transportation, and the Illinois State Toll Highway Authority.
- B. This AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof.
- C. The PARTIES agree to all the responsibilities enumerated in the executed Intergovernmental Agreements identified in Section I. and Section II. of this AGREEMENT.
- D. The PARTIES agree that the DEPARTMENT BALANCE DUE identified upon execution of this AGREEMENT does not represent the total amount due from the DEPARTMENT to the ILLINOIS TOLLWAY, and that subject to State appropriations sufficient to pay such obligations, the DEPARTMENT shall make arrangements to fund its obligations as soon as reasonably practicable. It is agreed by the PARTIES that the funding obligation of the DEPARTMENT recited above is, now and at all times hereafter, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled, diminished, or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY, or enter into a similar offset agreement to reduce future financial obligations.

- E.** 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.
- 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 DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is The Illinois Department of Transportation, 201 W. Center Court, Schaumburg, Illinois 60196.
- H.** Under penalties of perjury, the ILLINOIS TOLLWAY certifies that its correct Federal Tax Identification number is 36 2811931 and it is doing business as a governmental entity, whose mailing address is the Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
- I.** This AGREEMENT may only be modified by a written modification hereof executed by duly authorized representatives of the PARTIES hereto.
- J.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K.** 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.
- L.** It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- M.** 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 and 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

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Elizabeth Gorman
Executive Director

Approved as to Form and Constitutionality

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

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: _____
Randall S. Blankenhorn
Secretary

By: _____
Jeff Heck, Chief Fiscal Officer
Director of Finance and Administration

Date: _____

Date: _____

By: _____
Paul A. Loete, P.E.
Director, Office of Highways Project
Implementation, Chief Engineer

By: _____
Philip C. Kaufmann
Chief Counsel

Date: _____

Date: _____

RESOLUTION NO. 21581

Background

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

The Tollway, pursuant to Section 10.8(e) of the Act, shall have the power to retain special counsel, subject to the approval of the Attorney General, as needed from time to time, and fix their compensation, provided however; such special counsel shall be subject to the control, direction and supervision of the Attorney General and shall serve at his pleasure.

It is in the best interest to obtain the legal services of Lewis, Brisbois, Bisgaard & Smith, LLP to represent the defendants' interest in litigation captioned, Serena Ali v Petar Trbovic, individually and as agent and employee of the Illinois State Toll Highway Authority and Illinois State Toll Highway Authority, Case No. 2017 L 741, 19th Judicial Circuit Court, Lake County, Illinois.

Resolution

The Acting General Counsel is authorized to finalize the contracts with the above-referenced law firm and to ensure that their professional representation is consistent with the terms presented to the Board. The Chairman or the Executive Director or the Acting General Counsel is authorized to execute any documents necessary to ensure the law firm identified is prepared to provide counsel as required, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman