

RESOLUTION NO. 21613

Background

The Board of Directors previously approved, pursuant to Resolution No. 21514, the composition and responsibilities of various committees to assist the Board in carrying out its duties under the Toll Highway Act. It is in the best interest of the Illinois State Toll Highway Authority to supersede Resolution No. 21514 due to the appointment of a new director by the Governor of Illinois. This Resolution shall also supersede all prior resolutions regarding membership of Board committees.

Resolution

In the interest of executive economy and to provide thorough review of policy issues, effective immediately, the Board of Directors hereby declares 1) that the membership of the committees listed below shall be as follows:

Finance, Administration and Operations

Chair: Earl Dotson, Jr.

Members: James Banks
David Gonzalez
Craig Johnson
Bradley Stephens

Customer Service and Planning

Chair: Neli Vazquez Rowland

Members: Joseph Gomez
Craig Johnson
Robert Schillerstrom

Audit

Chair: David Gonzalez

Members: James Banks
Corey Brooks

RESOLUTION NO. 21613

Resolution - Continued

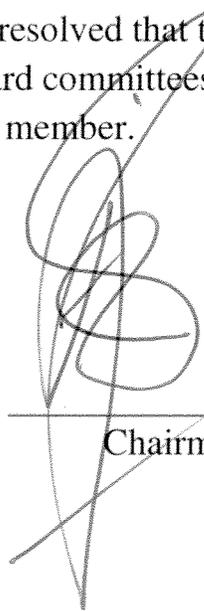
Diversity & Inclusion

Chair: Corey Brooks

Members: Joseph Gomez
Neli Vazquez Rowland
Robert Schillerstrom

It is further resolved that the Board Chairman is hereby also an ex-officio member of all Board committees for which the Board Chairman does not serve as a regular committee member.

Approved by:



Chairman

RESOLUTION NO. 21614

Background

The State Finance Act, 30 ILCS 105/6z-27, provides that the Auditor General of the State of Illinois (“Auditor General”) may bill entities for the cost, incurred on their behalf, of audits, studies, and investigations, unless specifically prohibited from doing so under trust fund provisions.

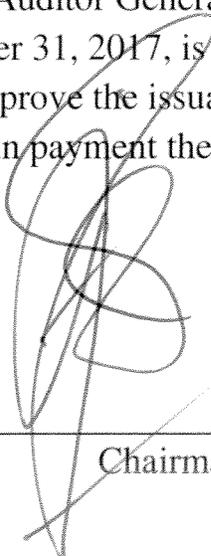
The Office of the Auditor General, in carrying out its statutory duties under the Illinois State Auditing Act, 30 ILCS 5/1-1 *et seq.*, performed an audit of the Tollway’s 2017 financial statements and notified the Tollway of its obligation to pay for such audit.

The Auditor General has determined that, pursuant to 30 ILCS 105/6z-27, the Tollway is responsible to direct the State Comptroller and State Treasurer to request the transfer reimbursement for the allocated costs to the Audit Expense Fund.

Resolution

Payment to the Audit Expense Fund in the amount of \$510,000.00 for payment to the Auditor General of the State of Illinois incurred for the audit period ending December 31, 2017, is approved and the Chief Financial Officer is authorized to approve the issuance of warrants or other proper form of intra-agency reimbursement in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21615

Background

The Illinois State Toll Highway Authority, with the approval of its Consulting Engineer, instituted a self-insured workers' compensation program effective May 1, 1988. Paragraph 715.4(1) of the Amended and Restated Trust Indenture of The Illinois State Toll Highway Authority, dated March 31, 1999, requires that "each such self-insurance program shall include an actuarially sound reserve fund, if any, as recommended by the Consulting Engineers, out of which claims are to be paid and the adequacy of such funds shall be evaluated not later than 90 days after the end of each insurance year."

The Tollway has established a locally-held depository account known as the Workers' Compensation Insurance Claim Reserve Fund ("Fund") for its workers' compensation self-insurance program, the balance of which is net of all workers' compensation claims paid through such date. The Illinois State Toll Highway Authority, and the Consulting Engineer, are recommending the approval of funding for the program year of May 1, 2018 through April 30, 2019 in the amount of \$7,424,000.00. Also recommended is a reduction of \$1,966,875 for open claims for program years prior to April 30, 2018.

Resolution

The Chief Financial Officer is authorized to: 1) approve deposits to (and deductions from) the Fund to establish or maintain its balance per the amounts as indicated above; and 2) approve payments of workers' compensation claims and settlements from the Fund that have been properly authorized. The Chief Financial Officer is further authorized to take any administrative actions consistent with the foregoing to achieve the effect of an actuarially sound workers' compensation reserve fund.

Approved by: _____

Chairman

RESOLUTION NO. 21616

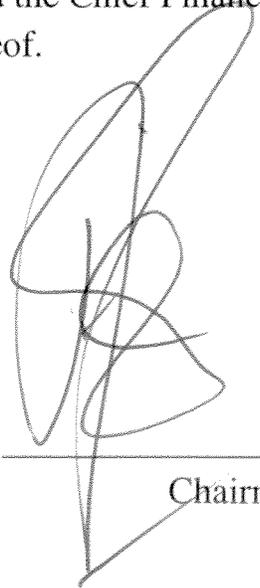
Background

The Illinois State Toll Highway Authority (the “Tollway”) has previously purchased the Customer Service Center and Violation Processing System (Contract No. 12-0163) from Accenture LLP. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$17,620,000.00 for the purchase of additional Customer Service Center and Violation Processing System services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 12-0163 for the purchase of additional Customer Service Center and Violation Processing System services from Accenture LLP is approved in an amount not to exceed \$17,620,000.00 (increase from \$44,000,000.00 to \$61,620,000.00). 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. 21617

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Toll Technology Revenue Enhancements as a Sole Source Contract (No. 18-0101) with Accenture LLP for an upper limit of compensation not to exceed \$10,000,000.00. This contract provides for resources to integrate the Tollway's new credit card processor which was selected from a competitive Request for Proposal. This contract also provides for resources to secure ongoing technology enhancements to address the growth of our system, evolving security demands, new compliance needs, revenue enhancements, and new operational efficiencies. The Tollway is authorized to procure these goods and services pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires statutory advance public notice of at least two weeks. The Tollway is currently working with the State's Chief Procurement Officer for General Services on the Sole Source process for this procurement, and a contract would only be entered after upcoming predicate steps are successfully completed.

Resolution

The sole source quote from Accenture LLP for the purchase of Toll Technology Revenue Enhancements is accepted. Contract No. 18-0101 is approved in an amount not to exceed \$10,000,000.00 and subject to successful completion of all legal and regulatory requirements to appropriately enter a Sole Source Contract for the procurement. 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. 21618

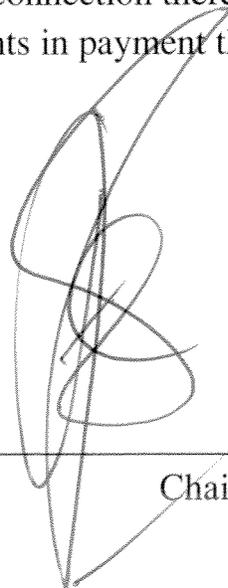
Background

The Illinois State Toll Highway Authority (the “Tollway”) has previously purchased Winter Roadway Abrasives (Contract No. 16-0070) from Thelen Materials, LLC. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$322,078.00 for the purchase of additional Winter Roadway Abrasives.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 16-0070 for the purchase of additional Winter Roadway Abrasives from Thelen Materials, LLC is approved in an amount not to exceed \$322,078.00 (increase from \$322,078.00 to \$644,156.00). 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. 21619

Background

It is necessary and in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to immediately procure Out-of-State Registration Retrieval Services via Emergency Contract No. 18-0092 pursuant to Illinois Statute 30 ILCS 500/20-30 and JCAR Section 1.2030 of the Central Procurement Authority of the Chief Procurement Officer for General Services. These goods and/or services will be procured from Law Enforcement Systems, LLC for an upper limit of compensation not to exceed \$700,000.00.

Resolution

The emergency procurement of Out-of-State Registration Retrieval Services from Law Enforcement Systems, LLC is accepted. Contract No. 18-0092 is approved in an amount not to exceed \$700,000.00. 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. 21620

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4390 for O'Hare Oasis Bridge Removal and Grading, on the Tri-State Tollway (I-294) from Mile Post 37.8 to Mile Post 37.9 (O'Hare Oasis). The lowest responsible bidder on Contract No. I-18-4390 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$4,668,269.31.

Resolution

Contract No. I-18-4390 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$4,668,269.31, 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. 21621

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4396 for Exit Ramp Advisory Signing and Toll Plaza Signing Improvements, Systemwide. The lowest responsible bidder on Contract No. RR-18-4396 is Western Remac, Inc. in the amount of \$873,976.40.

Resolution

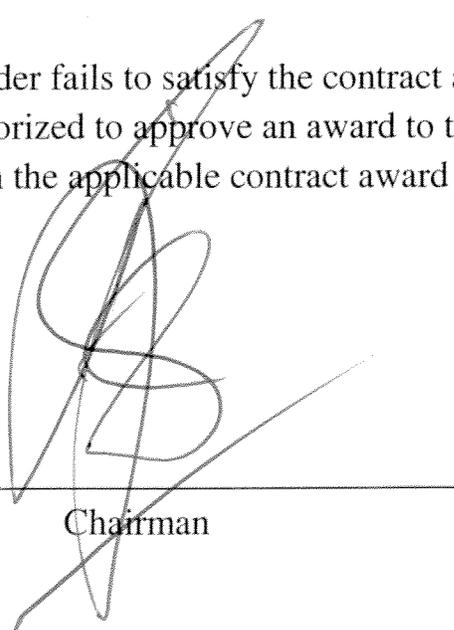
Contract No. RR-18-4396 is awarded to Western Remac, Inc. in the amount of \$873,976.40, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

A large, stylized handwritten signature in black ink is written over a horizontal line. The signature is highly cursive and loops, making it difficult to read. It appears to be the signature of the Chairman.

RESOLUTION NO. 21622

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4406 for Clean and Televised Drainage System, on the Tri-State Tollway (I-94) from Mile Post 21.8 (IL 22 Half Day Road) to Mile Post 25.2 (North of Lake-Cook Road). The lowest responsible bidder on Contract No. RR-18-4406 is National Power Rodding Corporation in the amount of \$1,567,680.00.

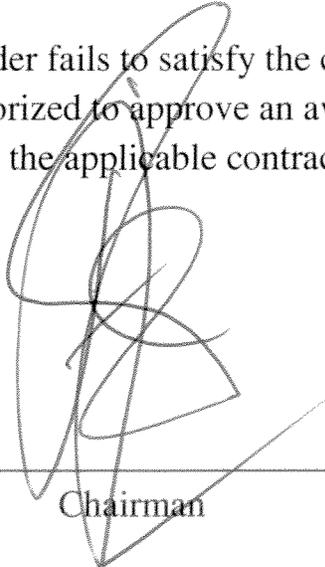
Resolution

Contract No. RR-18-4406 is awarded to National Power Rodding Corporation in the amount of \$1,567,680.00., 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. 21623

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4407 for Intelligent Transportation Systems (ITS) Preservation and Rehabilitation, Systemwide. The lowest responsible bidder on Contract No. RR-18-4407 is Aldridge Electric, Inc. in the amount of \$3,174,786.40.

Resolution

Contract No. RR-18-4407 is awarded to Aldridge Electric, Inc. in the amount of \$3,174,786.40, 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. 21624

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4695 for I-90 Collector-Distributor Bridge Construction Over Higgins Creek, on the Jane Addams Memorial Tollway (I-90) from Mile Post 73.9 to Mile Post 74.2. The lowest responsible bidder on Contract No. I-18-4695 is Lorig Construction Company in the amount of \$4,385,014.00.

Resolution

Contract No. I-18-4695 is awarded to Lorig Construction Company in the amount of \$4,385,014.00, 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. 21625

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4694 for Bridge Construction and Building Removal, on the Jane Addams Memorial Tollway (I-90) from Mile Post 73.50 (Elmhurst Road) to Mile Post 74.4 (Mount Prospect Road) and Elgin O'Hare Western Access Tollway (I-490) at Mile Post 6.25. The lowest responsible bidder on Contract No. I-18-4694 is Lorig Construction Company in the amount of \$11,280,765.35.

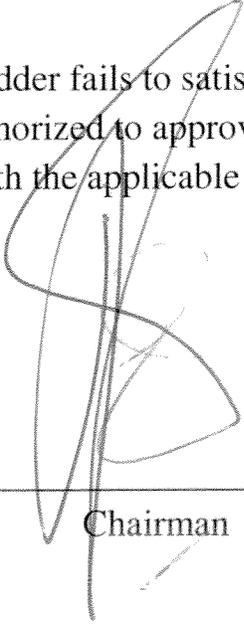
Resolution

Contract No. I-18-4694 is awarded to Lorig Construction Company in the amount of \$11,280,765.35, 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. 21626

Background

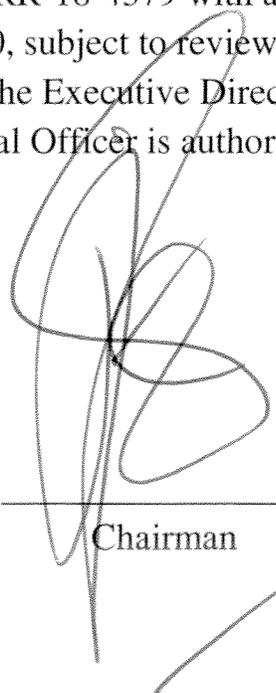
It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, for Roadway and Bridge Rehabilitation on the Reagan Memorial Tollway (I-88) from Mile Post 117.8 (Aurora Toll Plaza) to Mile Post 123.4 (IL 59) on Contract No. RR-18-4379. Wood Environment & Infrastructure Solutions, Inc. (formerly know as AMEC Foster Wheeler Environment & Infrastructure, 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 Wood Environment & Infrastructure Solutions, Inc. (formerly AMEC Foster Wheeler Environment & Infrastructure, Inc.), to obtain Design Services, for Contract No. RR-18-4379 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. 21627

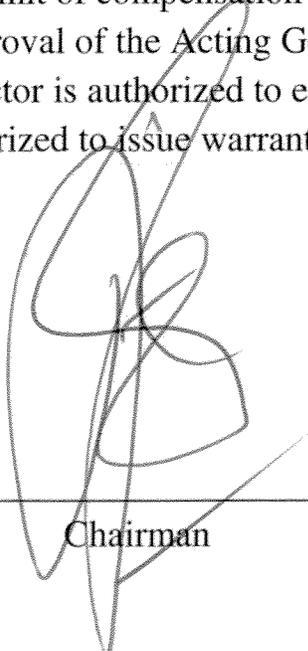
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for Pavement and Structural Preservation and Rehabilitation, on the Reagan Memorial Tollway (I-88) from Mile Post 113.3 (IL 56) to Mile Post 117.8 (Aurora Toll Plaza) on Contract No. RR-18-4381. Lochmueller Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$1,512,000.00. 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 Lochmueller Group, Inc., to obtain Design Services, for Contract No. RR-18-4381 with an upper limit of compensation not to exceed \$1,512,000.00, 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. 21628

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21241 approved March 23, 2017, entered into an Agreement with AECOM Technical Services, Inc. on Contract RR-16-4265 for Design Services, on the Tri-State Tollway (I-294).

Per Tollway request, AECOM Technical Services, Inc. has submitted a proposal to provide Supplemental Design Corridor Management Services for Contract RR-16-4265, increasing the contract upper limit by \$2,000,000.00, from \$78,086,000.00 to \$80,086,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from AECOM Technical Services, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with AECOM Technical Services, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$2,000,000.00, subject to the 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. 21629

Background

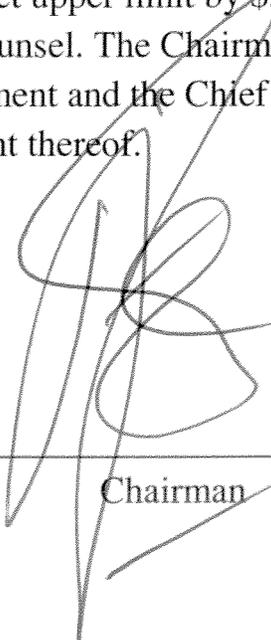
The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20043 approved July 25, 2013, entered into an Agreement with Hamilton Consulting Engineers, Inc. (formerly known as Robert E. Hamilton Consulting Corp.) on Contract I-13-4111 for Construction Management for Document Compliance Services, Systemwide.

Per Tollway request, Hamilton Consulting Engineers, Inc. has submitted a proposal to provide Supplemental Construction Management for Document Compliance Services for Contract I-13-4111, increasing the contract upper limit by \$300,000.00, from \$ 6,704,000.00 to \$7,004,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Hamilton Consulting Engineers, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Hamilton Consulting Engineers, Inc. (formerly known as Robert E. Hamilton Consulting Corp.) consistent with the aforementioned proposal to increase the contract upper limit by \$300,000.00, subject to the 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. 21630

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Village of Deerfield ("Village") in connection with repairs and rehabilitation along the Edens Spur ("I-94") from Mile Post 26.25 to Mile Post 30.00. The Village has requested, and the Tollway agrees, to construct an emergency transmission water main beneath I-94 at west of the Pfingsten Road bridge at Mile Post 26.75 as part of the project subject to reimbursement by the County.

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 Village of Deerfield 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 VILLAGE OF DEERFIELD**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 20____, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and the VILLAGE OF DEERFIELD, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Edens Spur (I-94) from Milepost 26.25 to Milepost 30.00 (hereinafter sometimes referred to as "Toll Highway"), and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to (Design Contract # RR-16-4275), and (Construction Contract # I-18-4374 (hereinafter referred to as the "PROJECT") by making the following improvements:

Pavement will be rehabilitated at the west end of the project limits from M.P. 26.25 to M.P. 26.9. The eastern section of the improvement, from M.P. 26.9 to M.P. 30.0, will be totally reconstructed. The existing roadway footprint will be reduced by moving the travel lanes into the grass median and adding a concrete barrier to safely separate traffic. Improvements will consist of replacing all pavements, replacement of the Pfingsten Road crossroad bridge, rehabilitation of multiple crossroad bridges, construction of the barrier separated median with stormwater management facilities, upgrading the Intelligent Transportation System, and installing a new lighting system; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT construction of an emergency transmission water main at M.P. 26.75 on the west side of Pfingsten Road bridge consisting of approximately 230 feet of 30" diameter steel casing pipe to be bored and jacked, crossing under the Toll Highway, extending from each end of the casing pipe outside the ILLINOIS TOLLWAY right-of-way, hereinafter referred to as the "VILLAGE FACILITIES", subject to reimbursement from the VILLAGE to the ILLINOIS TOLLWAY; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to construct the VILLAGE FACILITIES, subject to reimbursement from the VILLAGE to the ILLINOIS TOLLWAY; and

WHEREAS, subsequent to this AGREEMENT, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the VILLAGE FACILITIES

located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

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

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

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

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

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

I. ENGINEERING

A. The ILLINOIS TOLLWAY will perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications to construct the PROJECT.

B. The VILLAGE will provide preliminary and final design engineering plans to integrate construction of the VILLAGE FACILITIES into the PROJECT plans to the ILLINOIS TOLLWAY for review.

C. The ILLINOIS TOLLWAY shall review for approval the plans and specifications which impact the Toll Highway. Approval by the ILLINOIS TOLLWAY shall mean the ILLINOIS TOLLWAY agrees with all specifications in the plans, including alignment and location of the VILLAGE FACILITIES which impact the Toll Highway. In the event of disapproval, the ILLINOIS TOLLWAY will detail in writing its objections to the proposed plans and specifications for review and consideration by the VILLAGE.

D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.

E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of

Greater Chicago, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

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

II. RIGHT OF WAY

A. The acquisition or transfer of property interests is not required between the PARTIES for construction of the PROJECT, or the VILLAGE FACILITIES, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT

B. As necessary to construct the PROJECT, and the VILLAGE FACILITIES, the ILLINOIS TOLLWAY requires temporary access and use of the VILLAGE's right of way and the VILLAGE shall issue a permit allowing the ILLINOIS TOLLWAY and/or its contractor(s) all temporary use necessary in furtherance of this AGREEMENT. This permission will be granted with waiver of all fees and free of any consideration.

III. UTILITY RELOCATION

A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.

B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.

IV. CONSTRUCTION

A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT and the VILLAGE FACILITIES to be constructed in accordance with the PROJECT and VILLAGE FACILITIES plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.

B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within thirty(30) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.

C. The VILLAGE 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 construction of the VILLAGE FACILITIES. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the construction of the VILLAGE FACILITIES, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

E. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of the VILLAGE FACILITIES construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all VILLAGE FACILITIES construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the VILLAGE FACILITIES construction shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, 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 VILLAGE'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 VILLAGE shall perform such joint re-

inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.

B. Except as otherwise identified herein, the VILLAGE agrees to pay all VILLAGE FACILITIES related preliminary and design engineering costs.

C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE is \$369,000.00 for construction costs, \$18,500.00 (5% of construction costs) for mobilization, \$36,900.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$424,400.00.

D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE FACILITIES construction described in the Recital section of this AGREEMENT.

E. The VILLAGE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of construction of the VILLAGE FACILITIES, based on final costs.

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

VI. MAINTENANCE - DEFINITIONS

A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.

B. 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:

C. "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.

D. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

E. 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.

F. 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.

G. 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.

H. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice

provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

I. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

A. The ILLINOIS TOLLWAY agrees to maintain I-94 in its entirety.

B. The VILLAGE agrees to maintain, or cause to maintain, the VILLAGE FACILITIES, consisting of approximately 230 feet of 30" diameter steel casing pipe to be bored and jacked, crossing under the Toll Highway, extending from each end of the casing pipe outside the ILLINOIS TOLLWAY right-of-way or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

C. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to VILLAGE FACILITIES, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct VILLAGE FACILITIES in conjunction with the ILLINOIS TOLLWAY's proposed improvement.

D. In the event the VILLAGE fails to maintain the VILLAGE FACILITIES located on the west side of the Pfingsten Road Bridge crossing under I-94 in its entirety and the ILLINOIS TOLLWAY is required to maintain the VILLAGE FACILITIES to protect the integrity of the ILLINOIS TOLLWAY's structure from imminent danger, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for the cost of the emergency maintenance plus 10% for overhead within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).

B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of

construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

C. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the VILLAGE FACILITIES.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an AGREEMENT between the Village of Deerfield and the Illinois State Toll Highway Authority.

B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

C. Wherever in this AGREEMENT approval or review by either the VILLAGE 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 VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer of shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.

F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the construction of VILLAGE FACILITIES, or a dispute concerning the plans and specifications for the construction of the VILLAGE FACILITIES, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning

the construction of the VILLAGE FACILITIES, the decision of the VILLAGE's Engineer shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.

G. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.

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. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is ~~12-3456789~~ and it is doing business as a governmental entity, whose mailing address is 850 Waukegan Road, Deerfield, Illinois 60015.

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 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. The failure by the ILLINOIS TOLLWAY or the VILLAGE 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 VILLAGE unless such provision is waived in writing.

N. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.

O. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The VILLAGE further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

P. The VILLAGE 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 VILLAGE 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. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the VILLAGE: The Village of Deerfield
850 Waukegan Road
Deerfield, Illinois 60015
Attn: Please Advise

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

THE VILLAGE OF DEERFIELD

By: _____
Harriet Rosenthal
Mayor

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21631

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into a First Intergovernmental Agreement Addendum with the City of Northlake ("City") in connection with improvements to I-294 at County Line Road, Illinois Route 64 and US Route 20 related to improvements to the Elgin O'Hare Western Access ("EOWA") Toll Highway. In an agreement executed June 5, 2017, the Tollway requested the City perform design engineering services related to the project, subject to reimbursement by the Tollway to the City. The Tollway has requested the City perform additional design engineering services related to the project, subject to reimbursement by the Tollway to the City. This First Addendum increases the original \$422,478.40 upper limit of reimbursement by an estimated \$495,812.44 to an estimated \$918,290.84

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare a First Intergovernmental Agreement Addendum between the Illinois State Tollway Highway Authority and the City of Northlake in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

**FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE CITY OF NORTHLAKE**

This FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM (hereinafter referred to as the "FIRST ADDENDUM") 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 CITY OF NORTHLAKE, a municipal corporation of the State of Illinois, hereinafter called the "CITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY and the CITY entered into an Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT") on June 5, 2017, in connection with Elgin O'Hare Western Access ("EOWA") improvements scheduled for I-294 at County Line Road, Illinois Route 64 and US Route 20. At the request of the ILLINOIS TOLLWAY, the CITY agreed to perform final design engineering services necessary to successfully complete the project improvements, subject to reimbursement by the ILLINOIS TOLLWAY (AGREEMENT attached as "EXHIBIT A"); and

WHEREAS, the ILLINOIS TOLLWAY has requested the CITY perform additional design services for the project, including but not limited to addressing traffic and electrical issues identified as a potential result of I-294 widening, drainage plan revisions for installation of a permanent storm sewer in advance to allow for schedule savings for the future project at I-294 and Illinois Route 64/US Route 20, plan revisions to avoid construction conflicts with adjacent bridge construction, EOWA required landscaping revisions to meet prior EOWA commitments, changes resulting from the Cook County Department of Transportation and Highways assuming responsibility for contract letting and construction to administer federal funding, and additional utility coordination and relocation plan review resulting from planned I-294 widening and reconstruction which was initiated by the ILLINOIS TOLLWAY after the design by the CITY was advanced ("UPDATED ADDITIONAL DESIGN SERVICES"); and

WHEREAS, the CITY agrees to perform UPDATED ADDITIONAL DESIGN SERVICES as requested subject to reimbursement from the ILLINOIS TOLLWAY; and

WHEREAS, the ILLINOIS TOLLWAY wishes to enter into a FIRST ADDENDUM of the AGREEMENT to authorize reimbursement to the CITY for UPDATED ADDITIONAL DESIGN SERVICES performed as described; 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 FIRST ADDENDUM; and

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

WHEREAS, a cooperative FIRST ADDENDUM is appropriate and such a FIRST ADDENDUM is authorized by Article VII, Section 10 of the Illinois Constitution, the "Intergovernmental Cooperation Act" 5 ILCS 120, and other provisions of Illinois Law.

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

I. PARTIES RESPONSIBILITIES

- A. The PARTIES reaffirm their agreement as to all the responsibilities enumerated in the original AGREEMENT, fully executed June 5, 2017, the terms of which are hereby incorporated attached as EXHIBIT A to this FIRST ADDENDUM and incorporated by reference.

II. FINANCIAL

- A. The estimated upper limit of \$422,478.40 as stated in Section V., Paragraph C. of the AGREEMENT is revised to \$918,290.84 to include the cost of the UPDATED ADDITIONAL DESIGN SERVICES.
- B. The ILLINOIS TOLLWAY agrees to reimburse the CITY for the design engineering of the UPDATED ADDITIONAL DESIGN SERVICES, estimated at \$495,812.44. The costs shall be reimbursed by the ILLINOIS TOLLWAY to the CITY in two installments as follows (actual reimbursement will be equal to actual approved expenditures):
 1. The first installment in the amount of 80% of the cost for the UPDATED ADDITIONAL DESIGN SERVICES, or a total of \$396,649.95, shall be invoiced by the CITY within sixty (60) days following the execution of the AGREEMENT, and the ILLINOIS TOLLWAY shall pay the CITY within sixty (60) days after receipt of invoice from the CITY.
 2. The second installment for the remainder of the actual costs of the UPDATED ADDITIONAL DESIGN SERVICES (currently estimated at \$99,162.49) shall be invoiced by the CITY within sixty (60) days following the CONTRACT S01-A

advertisement for bid, and the ILLINOIS TOLLWAY shall pay the CITY within sixty (60) days after receipt of invoice from the CITY.

- C. It is further agreed that notwithstanding the estimated cost, the ILLINOIS TOLLWAY shall be responsible for the actual costs associated with the requested work described in the above recitals included in this FIRST ADDENDUM.

III. GENERAL PROVISIONS

- A. This FIRST ADDENDUM may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- B. The introductory recitals included at the beginning of this FIRST ADDENDUM are agreed to and incorporated into this AGREEMENT.
- C. This FIRST ADDENDUM shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

THE CITY OF NORTHLAKE

By: _____ Attest: _____
Jeffery T. Sherwin
Mayor
Date: _____
(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Elizabeth Gorman
Executive Director

By: _____ Date: _____
Michael Colsch
Chief Financial Officer

By: _____ Date: _____
Elizabeth M.S. Oplawski
Acting General Counsel

Approved as to Form and Constitutionality

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE CITY OF NORTHLAKE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 5TH day of JUNE, 2017, 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 CITY OF NORTHLAKE, a municipal corporation of the State of Illinois, hereinafter called "CITY" individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

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

WHEREAS, local governments benefiting from the EOWA are contributing funds for its construction; and

WHEREAS, this AGREEMENT pertains to the County Line Road: I-294 to North Avenue (IL 64) Project, which is part of the EOWA and is planned to be constructed under the following construction contracts: Contract S01-A, County Line Road/IL 64/Lake Street (US 20) Intersection and Contract S01-B, Southbound I-294 at County Line Road (hereinafter referred to separately as "CONTRACT S01-A" and CONTRACT S01-B" and together as the "PROJECT"); and

WHEREAS, the scope of improvements of CONTRACT S01-A consists of the widening the existing US 20 over IL 64 bridge and the construction of a new connector roadway ("Connector B") from the east end of the bridge to eastbound IL 64. The intersections of County Line Road and US 20, IL 64 and Northwest Avenue, IL 64 and Railroad Avenue, and US 20 and the I-294 northbound on-ramp will be improved. Northwest Avenue, the roadway connector between County Line Road and Northwest Avenue ("Connector A"), and County Line Road will be reconstructed within the project limits. US 20, IL 64, and the US 20 frontage road west of County Line Road will be reconstructed within the project limits. The project also includes new traffic signal installation, modernization of existing traffic signals, storm sewer installation and

drainage improvements, detention pond construction, sidewalk construction, earthwork, installation of retaining walls, signing, pavement markings, roadway lighting, landscaping, water main relocation, and all other work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the scope of improvements of CONTRACT S01-B, which may be constructed under one or more construction contracts, consists of the construction of a new southbound I-294 exit ramp to County Line Road (“Ramp R1”) and the reconstruction and realignment of County Line Road. The project also includes the installation of new traffic signal equipment at the intersection of Ramp R1 with County Line Road, earthwork, installation of retaining walls, intelligent transportation system equipment, drainage improvements, signing, pavement markings, roadway lighting, landscaping and all other work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the PROJECT received a federal Congestion Mitigation Air Quality (“CMAQ”) grant in 2015 that will fund 80% of the eligible portions of the construction, construction engineering, right of way acquisition and utility relocations. The associated federal match obligations and implementation responsibilities are part of a separate Intergovernmental Agreement for the PROJECT and the purpose of this AGREEMENT is to describe responsibilities between the CITY and the ILLINOIS TOLLWAY for the PROJECT; and

WHEREAS, the CITY has provided final design engineering services for CONTRACT S01-A and a portion of CONTRACT S01-B as part of an “in-kind” contribution towards funding the EOWA. The CITY is responsible for completion of the final design engineering for CONTRACT S01-A, and is sharing in the local match costs for final design engineering through utilization of North Central Council of Mayor’s funding; and

WHEREAS, the ILLINOIS TOLLWAY has requested that the CITY provide additional final design engineering services including removal of sheets in the plans that are within the Contract S01-B area, additional drainage improvements for Illinois Route 64, realignment of County Line Road north to Station 27+00, and design support services during construction as part of CONTRACT S01-A (hereinafter referred to as “ILLINOIS TOLLWAY ADDITIONAL DESIGN SERVICES ”); and

WHEREAS, the CITY has agreed to perform the ILLINOIS TOLLWAY ADDITIONAL DESIGN SERVICES as part of CONTRACT S01-A and the ILLINOIS TOLLWAY agrees to reimburse the CITY for the costs of the ILLINOIS TOLLWAY ADDITIONAL DESIGN SERVICES ; and

WHEREAS, the CITY may request that work be added to the PROJECT and that such requested work will be described as part of a separate Intergovernmental Agreement between the appropriate parties; and

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

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

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

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

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

I. ENGINEERING

- A. The CITY has performed final design engineering for CONTRACT S01-B and the ILLINOIS TOLLWAY will complete remaining design engineering for CONTRACT S01-B , including preparation of the final plans and specifications for.

- B. The CITY agrees to perform, in its entirety, final design engineering, obtain necessary engineering related survey data, and prepare the final plans and specifications for CONTRACT S01-A. During the design and preparation of the plans and specifications, the CITY shall submit the plans and specifications to the ILLINOIS TOLLWAY for their review and comment at the following stages of plan preparation:
 - 60% Complete

 - 95% Complete (pre-final)

 - Final

- C. The CITY also agrees to perform the ILLINOIS TOLLWAY ADDITIONAL DESIGN SERVICES which consist of final design engineering, obtaining necessary engineering related survey data, and preparation of the final plans and specifications. The final plans and specifications will be submitted to the ILLINOIS TOLLWAY for review as stated in Section I.B.

- D. The ILLINOIS TOLLWAY shall review the plans and specifications within thirty (30) calendar days of receipt thereof. Approval by the ILLINOIS TOLLWAY

shall mean the ILLINOIS TOLLWAY agrees with all specifications in the plans, including alignment and location of the CONTRACT S01-A improvements. In the event of disapproval, the ILLINOIS TOLLWAY will detail in writing its objections to the proposed plans and specifications for review by the CITY.

- E. 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.
- F. The overall PROJECT responsibilities shall be defined under separate agreement, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department 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.
- G. The ILLINOIS TOLLWAY agrees to secure the EOWA Section 401/404 Clean Water Act Permit Application (LRC-2007-00802) for the PROJECT. The CITY is responsible for adhering to the conditions of this permit and submitting preliminary drainage, grading, landscaping, and erosion control plans to the ILLINOIS TOLLWAY and the U.S. Army Corps of Engineers at design milestones to ensure compliance.
- H. The PARTIES respectively shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way within the PROJECT limits, at no cost. Any permit for right of access, temporary use shall not be unreasonably withheld by any PARTY.
- I. The ILLINOIS TOLLWAY including all appointed officials and employees, shall be named as additional insured on all Liability policies issued by any contractor performing work for this PROJECT.
- J. The CITY shall to the extent permitted by law, indemnify, hold harmless and defend the ILLINOIS TOLLWAY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties

- K. The ILLINOIS TOLLWAY shall to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the ILLINOIS TOLLWAY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The ILLINOIS TOLLWAY does not hereby waive any defenses or immunity available to it with respect to third parties

II. RIGHT-OF-WAY

- A. The CITY shall identify, define and provide the ILLINOIS TOLLWAY with the land acquisition needs which shall include, but not be limited to, permanent and temporary easements (including dimensions from the center of the existing pavement to the projected required right-of-way line) to enable preparation of plats and early acquisition of required properties. The CITY shall also identify and notify the ILLINOIS TOLLWAY of any displacements and/or relocations required for construction of CONTRACT S01-A.
- B. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right-of-way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- C. The ILLINOIS TOLLWAY shall acquire all necessary right-of-way (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved construction plans and specifications, at its sole expense. Right-of-way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right-of-way.
- D. The acquisition or transfer of permanent right of way interests is not required from the CITY for the construction of this PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in CITY property or rights of way which the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their Toll Highway system. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in CITY right of way to the ILLINOIS TOLLWAY in regards to this AGREEMENT.
- E. Upon completion of the design and construction of CONTRACT S01-A, or at a time determined to be mutually agreeable to the ILLINOIS TOLLWAY and the CITY, the ILLINOIS TOLLWAY agrees to convey fee simple title to the CITY the right of way owned by the ILLINOIS TOLLWAY and required for the

CITY's ultimate maintenance and jurisdiction, without cash consideration. Such conveyances shall not be unreasonably delayed.

III. UTILITY RELOCATION

- A. The CITY agrees to provide the ILLINOIS TOLLWAY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities which require adjustment as part of the CONTRACT S01-A. As part of its engineering responsibilities, the CITY shall identify required adjustments to the aforementioned existing utilities.
- B. The CITY agrees to make all reasonable efforts to minimize the number and extent of utility adjustments required for CONTRACT S01-A.
- C. The ILLINOIS TOLLWAY shall be responsible for subsurface utility engineering locate services for the PROJECT.

IV. CONSTRUCTION

- A. As defined as part of a separate Intergovernmental Agreement, the Cook County Department of Transportation and Highways is responsible for advertising and receiving bids, construction engineering inspections for and cause the PROJECT to be constructed in accordance with the approved PROJECT plans and specifications.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement identified as part of a separate Intergovernmental Agreement.
- B. It is mutually agreed by the PARTIES that the final design engineering costs for the CONTRACT S01-A and a portion of CONTRACT S01-B, excluding costs for ILLINOIS TOLLWAY ADDITIONAL DESIGN SERVICES, consist of \$2,599,736.00 funded by the North Central Council of Mayor's and \$649,934.00 local match (20% local match required to utilize the North Central Council of Mayor's funding) for a total amount of \$3,249,670.00 to be considered "in-kind" contribution for the EOWA. The CITY is responsible for 50% of the local match contribution and therefore, the CITY is individually contributing \$324,967.00 of the total contribution.
- C. The ILLINOIS TOLLWAY agrees to reimburse the CITY for the design engineering of the ILLINOIS TOLLWAY ADDITIONAL DESIGN SERVICES, estimated at \$422,478.40. The costs shall be reimbursed by the ILLINOIS TOLLWAY to the CITY in three installments as follows (actual reimbursement will be equal to actual approved expenditures):

1. The first installment in the amount of 50% of the cost for the ILLINOIS TOLLWAY ADDITIONAL DESIGN SERVICES shall be invoiced by the CITY within sixty (60) days following the execution of the AGREEMENT, and the ILLINOIS TOLLWAY shall pay the CITY within sixty (60) days after receipt of invoice from the CITY.
2. The second installment in the amount of 30% of the total final design services of the ILLINOIS TOLLWAY ADDITIONAL DESIGN SERVICES shall be invoiced by the CITY within sixty (60) days following the submittal of 100% final plans for CONTRACT S01-A, and the ILLINOIS TOLLWAY shall pay the CITY within sixty (60) days after receipt of invoice from the CITY.
3. The third installment for the remainder of the actual costs of the ILLINOIS TOLLWAY ADDITIONAL DESIGN SERVICES (currently estimated at \$84,495.68) shall be invoiced by the CITY within sixty (60) days following the CONTRACT S01-A advertisement for bid, and the ILLINOIS TOLLWAY shall pay the CITY within sixty (60) days after receipt of invoice from the CITY.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the CITY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the CITY.
- 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, graffiti 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, fences, and drainage structures.
 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but

shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.

4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
 6. "Landscape/Vegetation maintenance" refers to the repair and upkeep of the landscape and vegetation in and around the facilities in compliance with applicable governmental ordinances, statutes and regulations.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE – RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to own and maintain I-294 in its entirety, including associated ramps, retaining walls, drainage, and other appurtenances.
- B. The CITY agrees to own and maintain Northwest Avenue north of the Connector A intersection radius of return of the proposed driveway entrance to the east, Connector B from east of the US 20 over IL 64 bridge structure to the south pavement edge of IL 64, and Railroad Avenue, in their entirety. The CITY is responsible for the storm sewer along Northwest Avenue and Connector B; the water main across Northwest Avenue at the intersection of Connector A and Northwest Avenue and along the east side of Northwest Avenue to IL 64; the sidewalk on the north side of IL 64 from Northwest Avenue to Railroad Avenue and the sidewalk along the east side of Northwest Avenue from north of IL 64 to north of the Connector A intersection; and the median lighting on IL 64 within the PROJECT limits east of the Union Pacific Railroad tracks. The CITY will also be responsible for 50% of the maintenance and electrical charges for the operation of the traffic signal at the Northwest Avenue/Connector A intersection, as well as 100% of the maintenance costs associated with the EVP at that location, and any other work that is included in the PROJECT for the CITY in their entirety.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

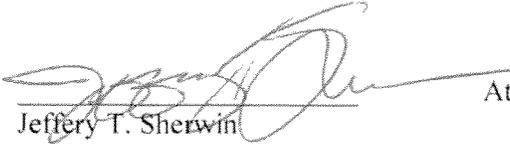
- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within their respective PARTY's existing maintenance/jurisdictional responsibilities that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES shall, upon completion of construction and final inspection, be the maintenance responsibility of the PARTIES, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. Nothing herein prohibits the PARTIES from pursuing separate agreements required for the PROJECT.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the City of Northlake and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by any of the PARTIES or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than thirty (30) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- F. In the event of a dispute between PARTIES in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Mayor of the CITY shall meet and resolve the issue.
- 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 CITY certifies that its correct Federal Tax Identification number is 36-6006021 and it is doing business as a governmental entity, whose mailing address is The City of Northlake, 55 E. North Avenue, Northlake, Illinois 60164.
- I. This AGREEMENT may only be modified by written modification 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.

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

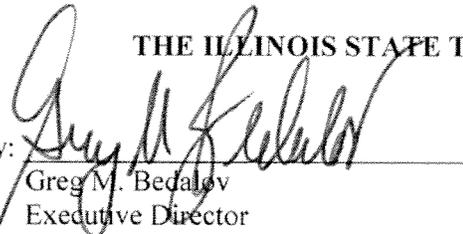
THE CITY OF NORTHLAKE

By:  Attest: 
Jeffery T. Sherwin
Mayor

Date: 5/17/17

Debra Raida
(Please Print Name)

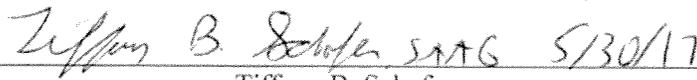
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By:  Date: 6/5/17
Greg M. Bedalov
Executive Director

By:  Date: 6/2/17
Michael Colsch
Chief of Finance

By:  Date: 6/1/17
Elizabeth M.S. Oplawski
Acting General Counsel

Approved as to Form and Constitutionality


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

RESOLUTION NO. 21259

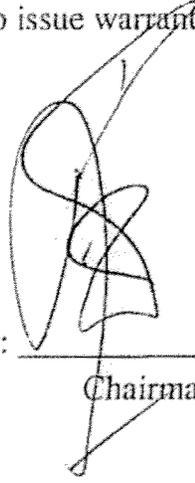
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the City of Northlake (the "City") in connection with Illinois Route 390 improvements scheduled for I-294 at County Line Road, Illinois Route 64 and US Route 20. At the request of the Tollway, the City agrees to perform final design engineering services necessary to successfully complete the project improvements. The City has requested reimbursement for the work performed and the Tollway agrees to reimburse the City for its design efforts. The total estimated cost to the Tollway is \$422,478.40.

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 City of Northlake in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman