

RESOLUTION NO. 21674

Background

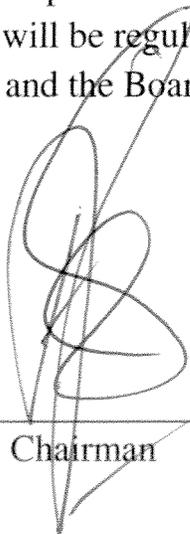
The Illinois State Toll Highway Authority (the “Tollway”) Ad Hoc Operations Review Committee Charter provides for review of all aspects of Tollway procurements, conflicts of interest policy, and operational procedures.

The Ad Hoc Operations Review Committee has completed a review of Tollway procurement policies and Qualifications-Based Selection process, conflict of interest policies and diversity, procurement improvement and hiring practices, taking into consideration the requirements of the Tollway’s Trust Indenture, the Toll Highway Act, and Illinois State procurement, ethics and other laws. The Committee has heretofore provided information and recommendations to the Board of Directors regarding recommendations for improvements to Tollway operations. The Committee recommends the adoption of the Illinois Tollway Operations Review Report and designates the Executive Director and designated agency personnel to promptly take all measures necessary to implement the recommendations set forth within the report.

Resolution

The Board adopts the report, and directs the Executive Director and staff to develop a plan for implementation of the report recommendations. The recommendations will be regularly reviewed by the Executive Director, designated agency personnel, and the Board of Directors to ensure compliance and appropriate implementation.

Approved by:



Chairman

RESOLUTION NO. 21675

Background

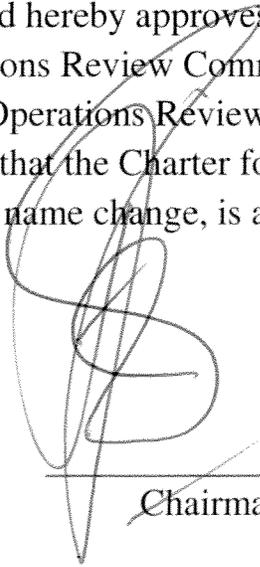
Under Article VIII the By-Laws of the Illinois State Toll Highway Authority, (the "Tollway") the Board is authorized to amend the By-Laws at any meeting by the affirmative vote of at least six members.

It is in the best interest of the Tollway to amend the By-Laws consistent with the draft attached to this resolution or any further amendment consistent with discussions had by the Board on the proposed amendments. This amendment will generally provide for the best interest of economy and efficiency of the Board in carrying out its duties and responsibilities by converting and renaming the Ad Hoc Operations Review Committee to a standing committee. It is now in the best interest of the Tollway to amend Resolution No. 21632 to convert the Ad Hoc Operations Review Committee to a standing committee, and to rename it as the Systems Review Committee.

Resolution

The Board hereby approves the amendment of the By-Laws to convert the Ad Hoc Operations Review Committee to a standing committee, and that the name of the Ad Hoc Operations Review Committee is changed to the Systems Review Committee and that the Charter for that committee attached hereto, reflecting the aforementioned name change, is approved. Membership of that committee will not be changed.

Approved by:



Chairman

BY-LAWS OF
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ARTICLE I

Location

Section 1. Location - The principal office of The Illinois State Toll Highway Authority (“Tollway”) shall be located in the Administration Building at 2700 Ogden Avenue, Downers Grove, Illinois. The Tollway may have such other offices within the State of Illinois as it may from time to time provide for by resolution.

ARTICLE II

Seal

Section 1. Seal - The corporate seal of the Tollway shall consist of the emblem of the State of Illinois with the words “Seal of The Illinois State Toll Highway Authority” around the outer perimeter.

ARTICLE III

Officers

Section 1. Chairman

(a) The Chairman shall preside at all meetings of the Board of Directors of the Tollway (“Board”), be the Chief Executive Officer of the Tollway, create agendas for all board and committee meetings, perform all the duties commonly incident to the position of presiding officer of a board or

commission as provided by law, and perform such other duties and have such other powers as the Board may from time to time prescribe by resolution.

(b) The Chairman shall approve or disapprove all resolutions, by-laws, rules, rates and regulations made and established by the Board.

(c) The Chairman shall nominate a Vice-Chairman with majority consent of the board.

(d) If the Chairman is unable to preside at a meeting or over a particular item, the Vice-Chairman shall be appointed for the limited duration of the Chairman's absence.

Section 2. Directors - The Directors shall meet as a Board of Directors at such dates and times as hereinafter provided. The Board of Directors shall have the power and duty to enforce and execute the provisions of the Toll Highway Act.

Section 3. Secretary - The Board shall biannually select a Secretary and fix the Secretary's compensation. The Secretary, or an Assistant Secretary approved by the Board, shall be present at all meetings of the Board and keep accurate records in books provided for that purpose. The Secretary or Assistant Secretary shall have all additional and necessary powers incident to the performance of his office and such other duties as from time to time may be authorized, ordered or directed by the Board or the Chairman.

Section 4. Standing Committees

(a) The Board shall have the following standing committees:

1. Customer Service and Planning Committee
2. Finance Administration Operations Committee

3. Audit Committee
4. Diversity & Inclusion Committee
5. Systems Review Committee

(b) Each standing committee shall operate in accordance with a charter approved by the Board via resolution and that is consistent with these By-Laws.

(c) Each standing committee shall consist of a Chair and up to five Directors selected by the Board Chairman, based on their expressed interest and expertise, and approved by the Board via resolution. Additionally, each standing committee Chair shall have the ability to appoint an alternate(s) to serve in the place of an absent or disqualified member(s) during a member's absence or disqualification; provided, however, that in the event that a standing committee Chair is unwilling or unavailable to appoint an alternate, the Board Chairman shall have the ability to so appoint. Alternates duly appointed to serve on a standing committee pursuant to this Section shall be included in the determination of the establishment of a quorum and shall have full voting rights during the period of appointment.

The Board shall have the power by resolution to create such other offices and committees and prescribe the duties thereof as it may deem necessary from time to time.

ARTICLE IV

Meetings

Section 1. Quorum- Six Directors of the Board shall constitute a quorum. A quorum must be physically present at the location of the Board meetings. The affirmative vote of six Directors shall be necessary for any action to be taken by the Board. No vacancy in the Board shall impair the right of the quorum of the Directors to exercise all the rights and perform all the duties of the Board.

Section 2. Regular Meetings

(a) The Board shall, at the beginning of each calendar year, adopt a schedule of all its regular meetings for such calendar year, listing the dates, times, and places of such meetings.

(b) In any case in which it appears to the Chairman to be inexpedient that any regular meeting be held at the date, time or place provided, the Chairman is authorized to change the date, time or place of such meeting by notice to each Director.

(c) The Board shall conduct its meetings in accordance with the provisions of the Illinois Open Meetings Act.

(d) Directors may participate in any board meeting by complying with the rules and statutes identified in the Illinois Open Meetings Act.

Section 3. Special Meetings– In accordance with the provisions of the Illinois Open Meetings Act, special meetings may be held at any date, time or place within the State of Illinois upon the call of the Chairman and a quorum of Directors specifying the date, time, place and general purpose of the special meeting. Notice of a special meeting shall be given to each Director by providing each Director with a copy of the agenda for the special meeting by mail, hand delivery, or electronic transmission at least forty-eight hours prior to the meeting.

Section 4. Public Notice; Agenda– Public notice of all meetings, whether open or closed to the public, shall comply with all requirements of the Illinois Open Meetings Act.

Section 5. Public Comment – The Board shall set aside a portion of each meeting that is open to the public during which members of the public who are

present at the meeting may comment on any subject.

Section 6. Order of Business- The order of business at regular meetings, and so far as practicable at all other meetings, shall be:

- (a) Roll Call
- (b) Public Comment
- (c) Approval of minutes of past meetings
- (d) Reports of Officers
- (e) Reports of Committees
- (f) Approval of contracts, settlements, acceptance of proposals, other business that may need approval of the board including resolutions
- (g) Executive Session
- (h) Unfinished Business
- (i) New Business
- (j) Recess or adjournment

The Rules of Parliamentary Practice contained in the latest edition of *Robert's Rules of Order* shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with the By-Laws or applicable law.

Section 7. Written Minutes of Meetings

(a) As required by the Illinois Open Meetings Act, or other law, the Tollway shall keep written minutes of all its Board meetings, whether open or closed, and a verbatim record of all closed Board meetings. Such minutes shall include, but need not be limited to:

- (1) the date, time and place of the meeting;

- (2) the members of the Board recorded as either present or absent and whether the members were physically present
- (3) a summary of discussion on all matters proposed, deliberated, or decided, and a record of any votes taken.

(b) The minutes of meetings open to the public shall comply with the Illinois Open Meetings Act.

ARTICLE V

Administrative Offices and Departments

Section 1. Administrative Departments- The Board may, by resolution, create or reorganize such administrative offices and departments and prescribe the duties thereof, as it may deem necessary and essential for the purpose of carrying out the Toll Highway Act and the policies of the Board

ARTICLE VI

Execution of Documents

Section 1. Execution of Documents - All policies, contracts and agreements entered into by the Tollway shall be duly executed on its behalf by the Chairman, attested by the Secretary or Assistant Secretary, and the corporate seal affixed thereto, except as hereinafter provided. All vouchers, warrants, checks or orders on the Treasurer of the State of Illinois for the disbursement of funds of the Tollway shall be signed by the Chairman and countersigned by the Secretary or Assistant Secretary, except as hereinafter provided. Execution and signature as hereinbefore provided shall be in accordance with the foregoing provisions of this section, except where general or specific authority is expressly delegated by resolution to

other officers or agents of the Tollway as permitted by law and except where otherwise required by law. New contracts, contract renewals, and orders against master contracts in the amount of \$250,000 or more in a fiscal year or as otherwise specified in the State Finance Act, and amendments or changes to existing contracts that increase the value of such contract by \$250,000 or more in a fiscal year shall be executed by the Chairman, the Chief Fiscal Officer, and the General Counsel of the Tollway, or appropriate designee.

ARTICLE VII

Conflicts of Interest

Section 1. Directors shall avoid conflicts of interest arising from the performance of their duties and comply with the requirements of these By-Laws, the Tollway's Code of Ethics, the State Officers and Employees Ethics Act, the Procurement Code, Public Officer Prohibited Activities Act and all other applicable laws. Directors shall consult with the Tollway's Ethics Officer with respect to the statutes in this section or any potential conflict of interest. Section 2. Conflict of Interest – For purpose of these By-laws, a “Conflict of Interest” occurs when a Director's personal interest conflicts with the Director's Tollway duties and responsibilities or when a Director participates or seeks to participate in, or influence any Tollway action in which the Director, the Director's spouse or immediate family member living in the Director's residence has a personal interest. A Conflict of Interest may arise even if the Director or his/her affiliated family members do not have a direct pecuniary interest in a Tollway action.

Section 3. Identification of Conflicts of Interest – Directors are responsible for identifying Conflicts of Interest. Such Conflicts of Interest may occur as part

of Board activities or in other interactions of the Directors with Tollway decision-making processes. Directors shall review agendas prior to Board meetings to determine if they have any Conflicts of Interest.

On an annual basis, and as required by law, the Ethics Officer will review the Statements of Economic Interest and disclosure forms of Directors in order to assist Directors and the Tollway in identifying any actual or potential Conflicts of Interest. Directors shall complete annual ethics and conflict of interest training as required by law. Directors shall take reasonable steps to make themselves familiar with all relevant conflict of interest laws, regulations and policies and consult with the Tollway's Ethics Officer, their personal attorney or other appropriate officials when necessary to identify and properly respond to a Conflict of Interest.

Section 4. Director Disclosure Statement - Directors must disclose any Conflict of Interest to Ethics Officer within 72 hours following the discovery of a Conflict of Interest. Directors must indicate in their disclosure statements whether they will recuse themselves pursuant to Section 4 when the matter involving a Conflict of Interest is considered by the Board, including any committee thereof, and take other corrective steps pursuant to Section 5. When necessary because of late discovery of a Conflict of Interest, verbal disclosures can be made during meetings and will be included in the official meeting minutes along with the record of other recusals. A Director who makes such a verbal disclosure of a Conflict of Interest at a meeting shall submit a disclosure statement within 72 hours after such meeting.

Section 5. Recusal - Directors shall recuse themselves whenever there is a Conflict of Interest. Directors who recuse themselves from a matter in which the

Director has a Conflict of Interest shall refrain from voting on the matter at a Board meeting or a meeting of any committee thereof. During a vote on the matter in question, Directors who have recused themselves shall:

- a) Withdraw from the discussion of the subject matter; and
- b) Not vote on approval or award of the contract in any committee or full board hearing.

Section 6. Other Action - In addition to recusal, a Director who has a Conflict of Interest shall refrain from taking any action for the purpose of influencing action by Tollway management or the Tollway Board with respect to the matter giving rise to the Conflict of Interest. A Director who has a Conflict of Interest shall also refrain from taking any action for the purpose of influencing action by any third party with respect to the matter that has given rise to the Conflict of Interest.

Section 7. Third-Party Disclosure - If a third party brings a potential Conflict of Interest concerning a Director to the attention of any Director or Tollway employee the Director or Tollway employee shall disclose the matter to the Ethics Officer. The Ethics Officer shall disclose the potential Conflict of Interest and to the Director identified as having a potential Conflict of Interest. Upon notification of such a potential Conflict of Interest, the Director will file a disclosure statement pursuant to Section 3 outlining the Conflict of Interest or stating why there exists no Conflict of Interest and the provisions of Sections 4 - 6 shall apply.

Section 8. Abstention - A Director may abstain from voting for reasons other

than a Conflict of Interest when the Director has inadequate information on which to judge the merits of the proposed action.

Section 9. Sanctions - The Board may impose any sanction, take any corrective action or make any referrals allowed by law with respect to a Director as they deem appropriate.

ARTICLE VIII

Amendments

Section 1. Amendments - These By-Laws may be amended at any meeting of the Board by the affirmative vote of at least six Directors.

As Amended November 29, 2018

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

SYSTEMS REVIEW COMMITTEE CHARTER

Purpose: The Systems Review Committee of the Illinois State Toll Highway Authority Board of Directors is created to improve tollway operations and transparency.

Composition: The Committee shall consist of a Chair and up to five Directors selected by the Board Chairman, based upon their expressed interest and expertise, and approved by the Board. Additionally, consistent with the terms set forth in Article 3, Section 4(c) of the Tollway's By-Laws, the Committee Chair shall have the ability to appoint an alternate(s) to serve in the place of an absent or disqualified member(s) during a member's absence or disqualification.

Meetings: The Committee shall meet as often as may be deemed necessary by the Committee Chair. The Committee shall give regular reports on its meetings to the Board and on such matters as the Board shall specify. All meetings shall be conducted in accordance with the requirements of the Illinois Open Meetings Act, including publication of the meeting minutes for public review.

Duties, Responsibilities and Authority: The Committee will be tasked with reviewing all aspects of Tollway procurements, conflicts of interest policy, and any other Tollway operational procedures, and recommend appropriate revisions consistent with existing laws, which could improve transparency and efficiency of the Tollway.

Date Approved: 11/29/2018

Board Resolution: 21675

NOTE REGARDING SCRIVENER'S ERROR IN RESOLUTION NO. 21676

Due to a scrivener's error, Resolution No. 21676 provided

“The Chairman, the Executive Director or Chief Operating Officer, is authorized to execute the final MOU in substantially the form attached to this Resolution, as well as any supplemental agreements required by the terms of the MOU.”

The Resolution section of Resolution 21676 dated November 29, 2018 should have provided, and should be deemed to provide,

“The Chairman, the Executive Director or Chief Operating Officer, is authorized to execute the final MOU in substantially the form as discussed in Executive Session.”

This language accurately reflects the Board's authorization following discussion of the item.



Board Secretary

RESOLUTION NO. 21676

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into a Memorandum of Understanding ("MOU") with the Union Pacific Company ("UP") setting forth the intent of the parties regarding construction of the Elgin O'Hare Western Access project ("EOWA"). The MOU specifically addresses the intent of the parties to enter into a binding agreement regarding construction of the future western access to O'Hare at Thorndale Avenue and York Road as well as the construction of I-490 south to I-294 and north to I-90 in and around the Bensenville Yard. It also addressed the parties' intent to exchange necessary real estate interests. The parties will also enter into additional agreements that more fully set forth the parties' respective obligations.

Resolution

The Chairman, the Executive Director or Chief Operating Officer, is authorized to execute the final MOU in substantially the form attached to this Resolution, as well as any supplemental agreements required by the terms of the MOU. In addition, the Executive Director or Chief Operating Officer and the Acting or General Counsel are authorized to negotiate any and all supplemental agreements as are necessary to carry out the terms and conditions outlined in the above referenced MOU. The Chief Financial Officer is authorized to issue warrants or facilitate payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21677

Background

The Illinois State Toll Highway Authority (the "Tollway") had previously issued a Tollway Request for Proposal No. 13-0118 to procure Cyber Liability Insurance Program Services. On March 27, 2014, the Board approved resolution number 20284 which provided for the engagement of Mesirow Insurance Services, Inc. ("Mesirow") to provide Insurance Broker Services for the purpose of obtaining competitive proposals for a cyber liability insurance program. The services approved were for the period of May 1, 2014 through July 31, 2019 for an upper limit of compensation not to exceed \$39,000.00.

The Insurance Broker, Mesirow, obtained quotes from insurance carriers for cyber liability coverages. Based on the recommendation of Mesirow the proposal from Beazley Insurance Company Inc. is recommended for a one-year period commencing January 1, 2019 through January 1, 2020.

The Cyber Liability Insurance policy coverage will include Security and Privacy Liability, Breach Response Services, Cyber Extortion, Network Business Interruption and other related coverage. The base aggregate limit is \$10,000,000.00 subject to the retention of \$500,000.00. The notification expense coverage will be up to two million individuals subject to the retention of 250 individuals.

Resolution

The proposal from Beazley Insurance Company Inc. is accepted for a one-year period commencing January 1, 2019 through January 1, 2020. The annual premium amount of \$125,365.00 which includes surplus lines taxes/fees is approved. In addition, \$6,500.00 brokerage fee will be paid to Mesirow Insurance Services, Inc. as previously approved by Resolution No. 20284.

The Chairman or the Executive Director is hereby authorized to sign any and all documentation necessary to effectuate said procurement of coverage for

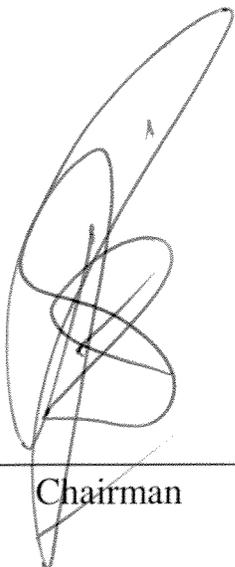
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RESOLUTION NO. 21677

Resolution – Continued

and on behalf of the Tollway, subject to the approval of the Acting General Counsel, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:  _____
Chairman

RESOLUTION NO. 21678

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.

Section 505 of the Amended and Restated Trust Indenture, effective March 31, 1999, of The Illinois State Toll Highway Authority states, "the Treasurer shall, upon a direction of the Authority signed by an Authorized Officer, at one time or from time to time pay to the Authority from the Operating Sub-Account. . . . determined by resolution of the Authority to be needed for Operating Expenses that cannot otherwise be conveniently paid". Due to the increased operational needs of the Tollway, the need to expedite payments and because of the time it takes to process payments through the Comptroller's Office, it is necessary to increase the Revolving Maintenance and Operating Account by \$2,250,000.00 from \$750,000.00 to \$3,000,000.00.

It is necessary and in the best interest of the Tollway to fund the Revolving Maintenance and Operations Account to reimburse the aforementioned escrows to write checks against and pay those bills which cannot conveniently and expeditiously be paid through the Tollway's normal procedures.

Resolution

The Treasurer is hereby directed to pay to the Tollway from the Maintenance and Operation Account-Operating Sub-Account, at one time or from time to time in accordance with Section 505 of the Amended and Restated Trust Indenture, effective March 31, 1999, of The Illinois State Toll Highway Authority,

11/29/18

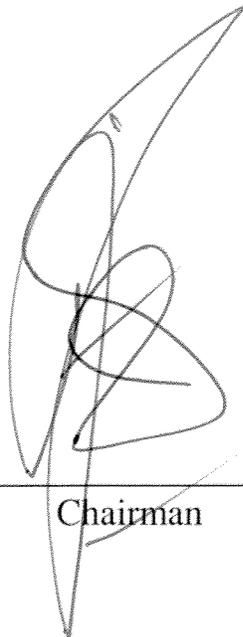
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RESOLUTION NO. 21678

Resolution - Continued

and the Chief Financial Officer is authorized to execute the appropriate documents in connection therewith.

Approved by: _____

A handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke extending downwards.

Chairman

RESOLUTION NO. 21679

Background

Pursuant to the Amended and Restated Tenth Supplemental Indenture dated February 1, 2011 between The Illinois State Toll Highway Authority (the "Tollway") and The Bank of New York Mellon Trust Company, N.A., as successor Trustee (the "Trustee"), the Tollway reoffered its Toll Highway Variable Rate Senior Refunding Revenue Bonds, 2008 Series A-1a in the aggregate principal amount of \$191,500,000 (the "2008A-1a Bonds") and 2008 Series A-2 in the aggregate principal amount of \$95,800,000 (the "2008A-2 Bonds").

Pursuant to the terms of a Standby Bond Purchase Agreement dated as of February 1, 2011, as amended, related to the 2008A-1a Bonds, among the Tollway, the Trustee and JPMorgan Chase Bank, N.A. (the "Liquidity Provider"), the Liquidity Provider is available until February 1, 2019 (the "2008A-1a Stated Expiration Date") to purchase 2008A-1a Bonds that are tendered and not remarketed within seven days, and to hold such bonds for a period of time to permit additional opportunity for the bonds to be remarketed.

Pursuant to the terms of a Standby Bond Purchase Agreement dated as of February 1, 2011, as amended, related to the 2008A-2 Bonds, among the Tollway, the Trustee and JPMorgan Chase Bank, N.A. (the "Liquidity Provider"), the Liquidity Provider is available until February 1, 2019 (the "2008A-2 Stated Expiration Date") to purchase 2008A-2 Bonds that are tendered and not remarketed within seven days, and to hold such bonds for a period of time to permit additional opportunity for the bonds to be remarketed.

Resolution

The Chairman, Executive Director, Chief Financial Officer and Acting General Counsel of the Tollway (each, an "Authorized Officer") are each hereby authorized and directed to do all such acts and things and to execute and deliver all such documents, agreements and certificates and perform such other acts as may be deemed necessary or desirable to effectuate extensions of each of the 2008A-1a Stated Expiration Date and 2008A-2 Stated Expiration Date from

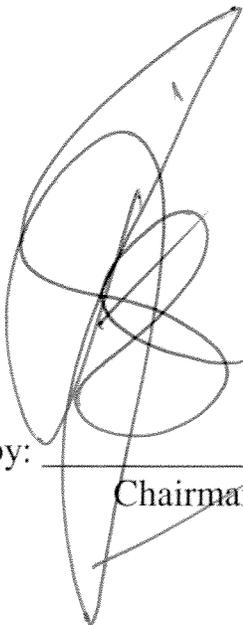
RESOLUTION NO. 21679

Resolution - Continued

February 1, 2019 to a date not exceeding February 1, 2021, provided that the per annum commitment fee applicable to any such extension does not exceed 59 basis points. The Tollway is authorized to reimburse the Liquidity Provider and the bond insurer for related legal expenses.

All acts and undertakings of the officials or officers of the Tollway that are in conformity with the purposes and intent of this Resolution are in all respects approved and confirmed. This Resolution is effective immediately upon its adoption.

Approved by:



Chairman

RESOLUTION NO. 21680

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Toll Revenue Management and Maintenance Program Services as a Sole Source Contract (No. 18-0155) with Electronic Transaction Consultants Corporation for an upper limit of compensation not to exceed \$7,000,000.00. 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 Electronic Transaction Consultants Corporation for the purchase of Toll Revenue Management and Maintenance Program Services is accepted. Contract No. 18-0155 is approved in an amount not to exceed \$7,000,000.00 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. 21681

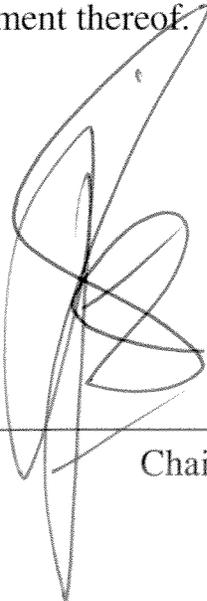
Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Cisco Software, Hardware, Maintenance, and Support through the Central Management Services (“CMS”) master contract with CDW Government LLC (Tollway Contract No. 18-0126) for an upper limit of compensation not to exceed \$3,580,487.18. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Cisco Software, Hardware, Maintenance, and Support from CDW Government LLC is approved in an amount not to exceed \$3,580,487.18. 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. 21682

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Reflective Sheeting through the Central Management Services ("CMS") master contract with 3M Company, Inc. (Tollway Contract No. 17-0173). It is in the best interest of the Tollway, pursuant to the terms and conditions of the CMS master contract, to continue to utilize this CMS master contract and increase the upper limit of compensation of Tollway Contract No. 17-0173 in an amount not to exceed \$250,000.00 for the purchase of additional Reflective Sheeting. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract and the associated increase to the upper limit of compensation of Tollway Contract No. 17-0173 for the purchase of additional Reflective Sheeting from 3M Company, Inc. is approved in an amount not to exceed \$250,000.00 (increase from \$249,500.00 to \$499,500.00). 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. 21683

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Drug and Alcohol Testing Services. Pursuant to the Tollway's Invitation for Bid No. 17-0059, the Tollway has determined that OOTW, Inc. (d.b.a. InOut Labs) is the lowest responsive and responsible bidder for Drug and Alcohol Testing Services for an upper limit of compensation not to exceed \$354,525.00.

Resolution

The bid from OOTW, Inc. (d.b.a. InOut Labs) for the purchase of Drug and Alcohol Testing Services is accepted. Contract No. 17-0059 is approved in an amount not to exceed \$354,525.00. 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. 21684

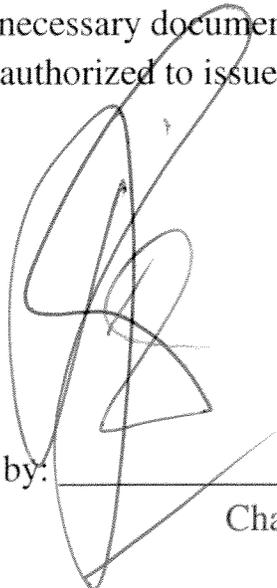
Background

The Illinois State Toll Highway Authority (the “Tollway”) has previously purchased Overhead Garage Door Parts and Repair Services (Contract No. 14-0157R) from Builders Chicago Corporation. 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 \$449,416.61 for the purchase of additional Overhead Garage Door Parts and Repair Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 14-0157R for the purchase of additional Overhead Garage Door Parts and Repair Services from Builders Chicago Corporation is approved in an amount not to exceed \$449,416.61 (increase from \$306,085.20 to \$755,501.81). 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. 21685

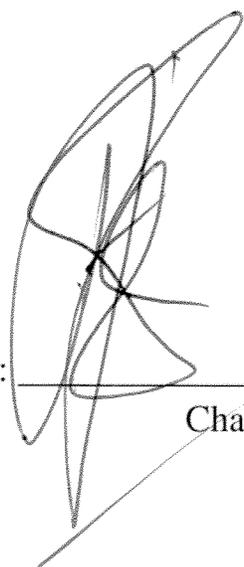
Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Aluminum Extrusions (Contract No. 17-0136) from MDSolutions Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to increase the upper limit of compensation of said contract by an amount not to exceed \$111,688.51 for the purchase of additional Aluminum Extrusions.

Resolution

The increase to the upper limit of compensation of Contract 17-0136 for the purchase of additional Aluminum Extrusions from MDSolutions Inc. is approved in an amount not to exceed \$111,688.51 (increase from \$558,442.54 to \$670,131.05). 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. 21686

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4422 for Ramp Reconstruction, on the Reagan Memorial Tollway (I-88) from Mile Post 113.3 to Mile Post 113.7 (IL-56 Ramp B). The lowest responsible bidder on Contract No. RR-18-4422 is Foundation Mechanics, LLC in the amount of \$2,938,686.35.

Resolution

Contract No. RR-18-4422 is awarded to Foundation Mechanics, LLC in the amount of \$2,938,686.35, 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. 21687

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design and Construction Management Services Upon Request, on the Elgin O'Hare Western Access (I-490) on Contract No. I-18-4698.

ESI Consultants, LTD has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$7,000,000.00. 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 ESI Consultants, LTD, to obtain Design and Construction Management Services Upon Request, for Contract No. I-18-4698 with an upper limit of compensation not to exceed \$7,000,000.00, 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. 21688

Background

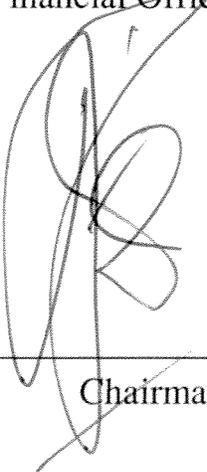
It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services for Bridge Reconstruction, on the Tri-State Tollway (I-294) at Mile Post 21.5 (Mile Long Bridge) on Contract No. I-18-4411.

Bowman Consulting Group, LTD has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$48,000,000.00. 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 Bowman Consulting Group, LTD, to obtain Construction Management Services, for Contract No. I-18-4411 with an upper limit of compensation not to exceed \$48,000,000.00, 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. 21689

Background

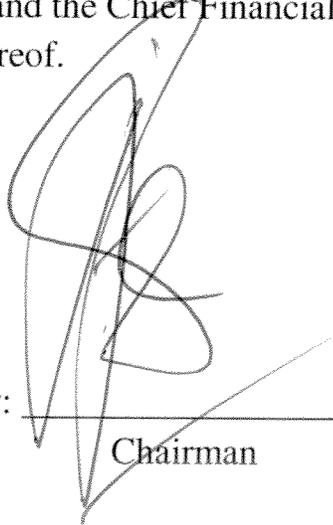
It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services for Bridge Reconstruction, on the Tri-State Tollway (I-294) at Mile Post 26.6 (Burlington Northern Santa Fe (BNSF) Railroad Bridge) on Contract No. I-18-4412.

TranSystems Corporation/HR Green, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$7,950,000.00. 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 TranSystems Corporation/HR Green, Inc., to obtain Construction Management Services, for Contract No. I-18-4412 with an upper limit of compensation not to exceed \$7,950,000.00, 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. 21690

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, on the Tri-State Tollway (I-294) on Contract No. I-18-4414.

Juneau Associates, Inc., P.C. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. 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 Juneau Associates, Inc., P.C., to obtain Construction Management Services Upon Request, for Contract No. I-18-4414 with an upper limit of compensation not to exceed \$5,000,000.00, 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. 21691

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for the I-294 / I-57 Interchange, from Mile Post 6.8 (Southbound I-57) to Mile Post 7.7 (Southbound I-294 Flyover), Collector Distributor (CD) Road Ramp and I-57 Widening of Mainline CSX Railroad Bridges on Contract No. I-18-4419.

T.Y. Lin International Great Lakes, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,351,174.60. 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 T.Y. Lin International Great Lakes, Inc., to obtain Design Services, for Contract No. I-18-4419 with an upper limit of compensation not to exceed \$2,351,174.60, 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. 21692

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Geotechnical Services Upon Request, Systemwide on Contract No. RR-18-4410.

Wang Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,000,000.00. 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 Wang Engineering, Inc., to obtain Geotechnical Services Upon Request, for Contract No. RR-18-4410 with an upper limit of compensation not to exceed \$2,000,000.00, 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. 21693

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for Utility Location and Identification Assistance Upon Request, Systemwide on Contract No. I-18-4415.

American Surveying & Engineering, P.C. 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 American Surveying & Engineering, P.C., to obtain Design Services for Utility Location and Identification Assistance Upon Request, for Contract No. I-18-4415 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. 21694

Background

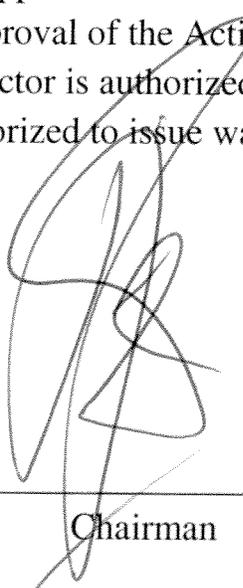
It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Intelligent Transportation Systems (ITS) Services Upon Request, Systemwide on Contract No. RR-18-9210.

SRF Consulting Group, Inc./Singh & Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$4,000,000.00. 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 SRF Consulting Group, Inc./Singh & Associates, Inc., to obtain Intelligent Transportation Systems (ITS) Services Upon Request, for Contract No. RR-18-9210 with an upper limit of compensation not to exceed \$4,000,000.00, 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. 21695

Background

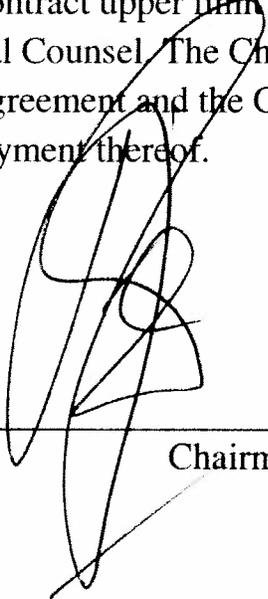
The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19665 approved March 22, 2012, entered into an Agreement with Knight E/A, Inc. on Contract I-11-4026 for Construction Management Services, for a New Interchange on the Tri-State Tollway (I-294) at I-57.

Per Tollway request, Knight E/A, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract I-11-4026, increasing the contract upper limit by \$1,805,998.29, from \$16,848,331.21 to \$18,654,329.50. It is necessary and in the best interest of the Tollway to accept the proposal from Knight E/A, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Knight E/A, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$1,805,998.29, 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. 21696

Background

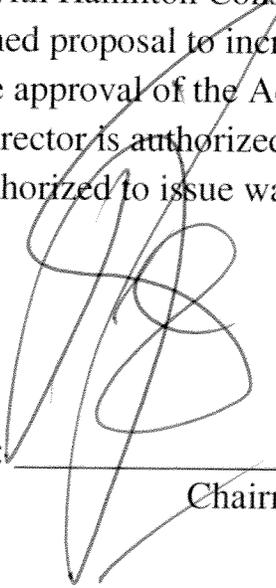
The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20043 approved July 25, 2013, entered into an Agreement with Hamilton Consulting Engineers, Inc. on Contract I-13-4111 for Construction Management for Document Compliance Services, Systemwide.

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 \$960,000.00, from \$7,004,000.00 to \$7,964,000.00. 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. consistent with the aforementioned proposal to increase the contract upper limit by \$960,000.00, 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. 21697

Background

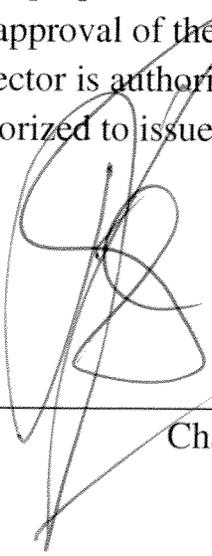
The Illinois State Toll Highway Authority (the “Tollway”), pursuant to Resolution No. 19640 approved February 23, 2012, entered into an Agreement with Ruettiger, Tonelli & Associates, Inc. on Contract I-11-4029 for Surveying and Land Acquisition Services Upon Request, Systemwide.

Per Tollway request, Ruettiger, Tonelli & Associates, Inc. has submitted a proposal to provide Supplemental Surveying Services for Contract I-11-4029, increasing the contract upper limit by \$1,500,000.00, from \$3,400,000.00 to \$4,900,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Ruettiger, Tonelli & Associates, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Ruettiger, Tonelli & Associates, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$1,500,000.00, 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. 21698
AMENDING RESOLUTION NO. 21606

Background

Resolutions 19584 and 21606 authorized acquisition of needed parcels and expenditures up to \$20,000,000.00 for any and all land acquisition fees and costs needed for Systemwide Projects, Project No. RR-18-4408. Resolution 21606 must be amended to identify parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the I-90 and Route 23 Interchange 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 Number 21606 identifies 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 \$20,000,000.00 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.

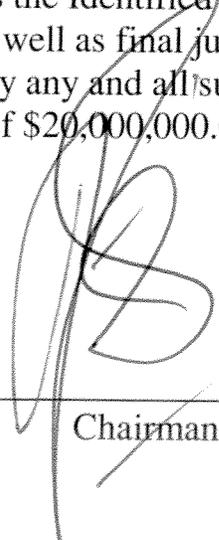
RESOLUTION NO. 21698

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 \$20,000,000.00.

Approved by:



Chairman

11/29/18

6.4/13

RESOLUTION NO. 21698

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-18-4408- IDENTIFICATION OF PARCELS

I-90 and Route 23 Interchange Project

EXHIBIT "A"
Project RR-18-4408
I-90 AND ROUTE 23

Parcel	NEWLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
NW-4A-18-001	16-26-200-008	McHenry
NW-4A-18-002	16-25-100-001, 16-26-100-014 16-26-200-004, 16-26-300-002 16-26-400-001, 16-26-400-003	McHenry
NW-4A-18-003	16-26-200-009	McHenry
NW-4A-18-004	16-23-400-005, 16-23-400-006	McHenry
NW-4A-18-005	16-23-300-001, 16-23-100-011	McHenry
NW-4A-18-006	16-26-100-009	McHenry
NW-4A-18-007	16-26-100-012, 16-26-100-022	McHenry
NW-4A-18-008	16-26-100-021, 16-26-100-023 16-26-100-024	McHenry

RESOLUTION NO. 21699
AMENDING RESOLUTION NO. 21607

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 21607, as preceded by Resolutions 21578, 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942 and 20771 identified specific parcels that were required for Tollway purposes. Resolution 21607 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 21607, 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.

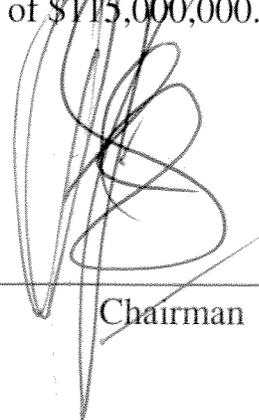
RESOLUTION NO. 21699
AMENDING RESOLUTION NO. 21607

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

11/29/18

6.4/14

RESOLUTION NO. 21699
AMENDING RESOLUTION NO. 21607

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

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

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
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

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

PREVIOUSLY IDENTIFIED PARCELS
PIN NUMBER/OR DESCRIPTION

Parcel	PIN NUMBER/OR DESCRIPTION	County
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
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

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

PREVIOUSLY IDENTIFIED PARCELS
PIN NUMBER/OR DESCRIPTION

Parcel	PIN NUMBER/OR DESCRIPTION	County
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
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

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

PREVIOUSLY IDENTIFIED PARCELS
PIN NUMBER/OR DESCRIPTION

Parcel	PIN NUMBER/OR DESCRIPTION	County
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
TW-7-16-053	12-16-307-041	Cook
TW-7-16-055	12-16-307-028	Cook
TW-7-16-059	12-16-111-048, 12-16-205-024	Cook
TW-7-16-078	THAT PART OF LAWRENCE AVENUE, A 66 FOOT WIDE STREET IN FAIRVIEW, BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1891 AS DOCUMENT NUMBER 1483103	Cook
TW-7-16-079	THAT PART OF MONTROSE, THAT PART OF AGATITE AND THAT PART OF SUNNYSIDE AVENUES ALL IN INDIAN PARK ESTATES, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1939 AS DOCUMENT 12260059	Cook
TW-7-16-080	THAT PART OF BERTEAU AND DENLEY AVENUES AS SHOW ON VOLK BROTHERS HOME ADDITION TO SCHILLER PARK IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN ACCORDING TO THE PLAT RECORDED MAY 20, 1924 AS DOCUMENT NUMBER 8427643	Cook

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

Parcel	ADDED IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-6B-16-003	15-07-104-016	Cook
TW-7-16-019	12-30-300-007	Cook
TW-7-16-045	12-30-301-034	Cook

RESOLUTION NO. 21700

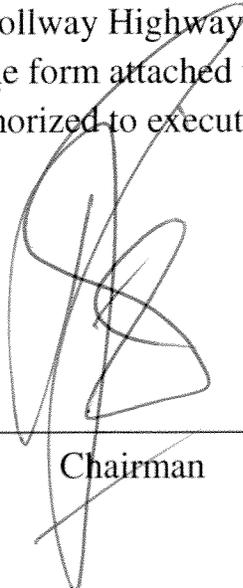
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the County of DuPage ("County"). The Tollway is rehabilitating crossroad bridges throughout the Central Tri-State corridor in advance of reconstruction of the Central Tri-State. Included amongst the bridges being rehabilitated is the 31st Street Bridge over I-294 ("Project"). The County has requested the Tollway perform patching repair work on 31st Street west of the bridge, subject to reimbursement by the County. The Tollway agrees to include the County requested work in its Project, and the County agrees to reimburse the Tollway for the actual cost of the work performed.

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 ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95th Street to Balmoral Avenue (hereinafter sometimes referred to as "Toll Highway"), and included in that improvement is ILLINOIS TOLLWAY Construction Contract # RR-18-4387 (hereinafter referred to as the "PROJECT") which includes, but is not limited to, deck repairs, joint repairs, bearing repairs, protective shielding, substructure concrete repairs, concrete girder repairs, scarification and thin polymer overlay, and drainage system cleaning; and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is performing rehabilitation of the bridge carrying 31st Street over I-294; and

WHEREAS, pursuant to the Letter of Understanding ("LOU") dated August 6, 2018, and COUNTY Resolution DT-R-0382-18 dated August 28, 2018 attached hereto as "EXHIBIT A", the ILLINOIS TOLLWAY agreed, subject to reimbursement from the COUNTY, to include the requested COUNTY work (i.e., Class B patching of the existing jointed concrete pavement adjacent to the 31st Street bridge over I-294) "COUNTY WORK" in that part of its PROJECT involving rehabilitation of the 31st bridge; 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 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.
- B.** 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.
- C.** In conjunction with the PROJECT, upon review and satisfaction of federal, state and local statutes, rules, regulations and ordinances, the COUNTY shall not require a highway permit for this -COUNTY WORK.

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.

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 31st Street 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 due to PROJECT work proposed by the ILLINOIS TOLLWAY.
- 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 proposed COUNTY WORK 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 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 proposed COUNTY WORK,

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 COUNTY WORK. There shall be no cost to the COUNTY to omit COUNTY WORK.

IV. CONSTRUCTION

- A.** The ILLINOIS TOLLWAY shall advertise and receive bids for the PROJECT and COUNTY WORK, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, and cause the COUNTY WORK to be constructed in accordance with the specifications described in EXHIBIT A.
- B.** The ILLINOIS TOLLWAY shall require its contractor(s) working within the COUNTY's rights of way (as "rights-of-way" is defined by the Illinois Highway Code) to indemnify the COUNTY in compliance with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on March 30, 2018 or the indemnification provision in the current version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- C.** 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.
- 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 COUNTY upon 100% completion 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, adopted January 1, 2012, issued March 2018, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications. 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.
- F.** 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 is \$89,000.00.
- D. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the requested work described in the Recital section of this AGREEMENT.
- E. The COUNTY agrees that upon award of the contract for 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 COUNTY WORK, based on final actual costs.

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.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The TOLLWAY agrees to maintain I-294 in its entirety.
- B. The COUNTY shall continue its maintenance of the right-of-way of 31st Street, including the COUNTY WORK performed as part of the PROJECT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES that this AGREEMENT, except to the extent that it directly contradicts provisions of any prior agreements, shall not supersede any 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 ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. Nothing herein is intended to prevent or preclude the COUNTY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future.

IX. GENERAL PROVISIONS

- A.** It is understood and agreed that this is an Intergovernmental Agreement between the County of DuPage and the Illinois State Toll Highway Authority.
- B.** It is understood and agreed by the parties hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The COUNTY shall retain jurisdiction of 31st Street, traversed or affected by I-294 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.

Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.

- O.** The 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.

- P.** 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

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

LETTER OF UNDERSTANDING
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
FOR 31ST STREET OVER I-294 BRIDGE IMPROVEMENTS

WHEREAS, the Illinois State Toll Highway Authority (hereinafter "ILLINOIS TOLLWAY"), in order to take care of the existing system and relieve traffic congestion, intends to rehabilitate, reconstruct and widen the Central Tri-State Tollway (I-294) from 95th Street to Balmoral Avenue; and

WHEREAS, the scope of the project includes, but is not limited to, rehabilitation of the bridge carrying 31st Street over I-294 (hereinafter "PROJECT") and;

WHEREAS, in association with this work, and to minimize impact to the motoring public, the County of DuPage (hereinafter "COUNTY") has requested, and the ILLINOIS TOLLWAY agrees, to include patching of the existing concreted pavement west of the PROJECT; and

WHEREAS, the estimated financial participation of the COUNTY for construction of the PROJECT is \$89,000.00; and

WHEREAS, the 1970 Illinois Constitution, Article VII, Paragraph 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. authorizes the COUNTY and the ILLINOIS TOLLWAY to cooperate in the performance of their responsibilities by contracts and agreements; and

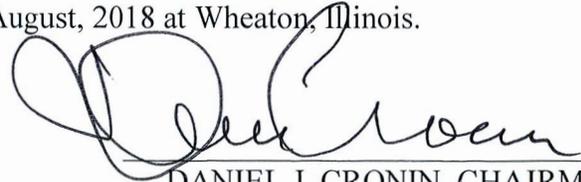
WHEREAS, a Letter of Understanding dated August 6, 2018 has been prepared and is attached hereto. Said Letter of Understanding outlines the scope of the PROJECT and the financial participation of the COUNTY for the construction of the PROJECT; and

WHEREAS, said Letter of Understanding must be executed prior to a formal Agreement being prepared between the ILLINOIS TOLLWAY and the COUNTY for the PROJECT.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County that the DuPage County Engineer be hereby directed and authorized to execute the referenced Letter of Understanding with the ILLINOIS TOLLWAY; and

BE IT FURTHER RESOLVED that the County Clerk transmit an original of this Resolution and Letter of Understanding to the ILLINOIS TOLLWAY by and through the DuPage County Division of Transportation.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.



DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD



Attest: _____

PAUL HINDS, COUNTY CLERK

Ayes: 16
Absent: 2



August 6, 2018

Christopher C. Snyder, PE
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road #2-300
Wheaton, IL 60187-2553

Re: Bridge Rehabilitation
31st Street over I-294

Dear Mr. Snyder:

As you may be aware, the Illinois Tollway is in the midst of a 15-year, \$14 billion capital program, *Move Illinois: The Illinois Tollway Driving the Future*. Some key goals of this program are to take care of the existing system and relieve traffic congestion, which includes the rehabilitation, reconstruction and widening of the Central Tri-State Tollway (I-294) from 95th Street to Balmoral Avenue.

The scope of the project includes, but is not limited to, rehabilitation of the bridge carrying 31st Street over I-294. In association with this work, and to minimize impact to the motoring public, DuPage County has requested, and the Illinois Tollway agrees, to include Class B patching of the existing jointed concreted pavement, with a total estimated cost to DuPage County of \$89,000.00. The attached exhibit provides additional details. In order for the work referenced herein to be performed in a timely manner, the Illinois Tollway is also requesting DuPage County's agreement to issue all necessary permits as soon as possible.

Please acknowledge your agreement with the inclusion of this work as described above and in the attachment by returning a signed original version of this letter to my attention. Upon receipt, the Illinois Tollway will proceed with the development of a formal Intergovernmental Agreement regarding this work.

Sincerely,

A handwritten signature in blue ink that reads 'Paul Kovacs'.

Paul D. Kovacs, PE
Chief Engineering Officer

Having authority to do so on behalf of DuPage County, I agree to the inclusion of the work described above and in the attachment to this letter.


Christopher C. Snyder, PE
Director of Transportation/County Engineer

Date 8/31/18

Cc: Clarita Lao, Illinois Tollway
Lanyea Griffin, Illinois Tollway
Rocco Zucchero, Illinois Tollway
Michael Wiater, Omega & Associates
Dave Wilson, Omega & Associates
Jim McDonough, Illinois Tollway

RR-18-4387 Crossroad Bridge Rehabilitation
 ATP007 31st St Pavement Patching

Location: WB 31st Street

No.	Beginning Station	Ending Station	Width	Area (sq yd)
1	10+28	10+74	3	15.33
2	10+74	10+80	24	16.00
3	10+80	10+94	3	4.67
4	10+94	11+00	24	16.00
5	11+00	11+24	3	8.00
6	11+24	11+30	24	16.00
7	11+30	11+70	3	13.33
8	11+70	11+76	24	16.00
9	11+76	12+22	3	15.33
10	11+87	11+96	5.1	5.10
11	11+96	12+02	10.5	7.00
12	12+22	12+28	24	16.00
13	12+28	12+48	13.5	30.00
14	12+48	12+58	24	26.67
15	19+93	19+99	24	16.00

Description	Area (sq yd)
CL B PATCH T2 9	38.10
CL B PATCH T3 9	126.67
CL B PATCH T4 9	56.67

RR-18-4387 Crossroad Bridge Rehabilitation
 ATP007 31st St Pavement Patching

CM Cost Estimate

Westbound 31st St

Item	Description	Unit	Quantity	Estimated Price	Amount
NEW	CL B PATCH T2 9	SQ YD	38*	\$ 150.00	\$ 5,700.00
NEW	CL B PATCH T3 9	SQ YD	127*	\$ 150.00	\$ 19,050.00
NEW	CL B PATCH T4 9	SQ YD	57*	\$ 150.00	\$ 8,550.00
NEW	DOWEL BARS 1 1/2	EACH	150*	\$ 10.00	\$ 1,500.00
NEW	TIE BARS 3/4	EACH	150*	\$ 10.00	\$ 1,500.00
NEW	WELDED WIRE REINF	SQ YD	120*	\$ 15.00	\$ 1,800.00
NEW	SAW CUTS	FOOT	730*	\$ 3.00	\$ 2,190.00
70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	305*	\$ 0.60	\$ 183.00
50800105	REINFORCEMENT BARS	POUND	1600*	\$ 2.35	\$ 3,760.00

\$ 44,233.00

*Based on Westbound 31st St field measurements (Exhibit C). It is assumed that Eastbound 31st St will require a similar work effort.

Westbound and Eastbound 31st St

Item	Description	Unit	Estimated Quantity	Estimated Price	Amount
NEW	CL B PATCH T2 9	SQ YD	75	\$ 150.00	\$ 11,250.00
NEW	CL B PATCH T3 9	SQ YD	250	\$ 150.00	\$ 37,500.00
NEW	CL B PATCH T4 9	SQ YD	120	\$ 150.00	\$ 18,000.00
NEW	DOWEL BARS 1 1/2	EACH	300	\$ 10.00	\$ 3,000.00
NEW	TIE BARS 3/4	EACH	300	\$ 10.00	\$ 3,000.00
NEW	WELDED WIRE REINF	SQ YD	250	\$ 15.00	\$ 3,750.00
NEW	SAW CUTS	FOOT	1500	\$ 3.00	\$ 4,500.00
70300904	PAVEMENT MARKING TAPE, TYPE IV 4"	FOOT	600	\$ 0.60	\$ 360.00
50800105	REINFORCEMENT BARS	POUND	3200	\$ 2.35	\$ 7,520.00

\$ 88,880.00

Calc By: _____

Checked By: _____

RESOLUTION NO. 21701

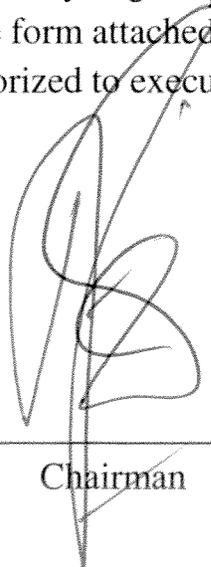
Background

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 Bensenville ("Village"). The Tollway is continuing construction of Illinois Route 390 from Illinois Route 83 to York Road including, but not limited to eastbound and westbound bridge structures over the Chicago Terminal Railroad and over Supreme Drive, a ramp bridge at the Illinois Route 390 and Western Access system interchange, an eastbound Illinois Route 390 on-ramp from Illinois Route 83, and ramps associated with the systems interchange movements to and from the south ("Project"). The Village has requested aesthetic enhancements to Illinois Route 390 bridges within Village municipal boundaries. The Tollway agrees to include Village requested enhancements in its Project subject to reimbursement of an estimated \$164,529.66 from the Village to the Tollway.

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 Bensenville in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF BENSENVILLE**

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 VILLAGE OF BENSENVILLE, 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, has improved the existing Elgin O'Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Illinois Route 83, known in its entirety as Illinois Route 390, and intends to further extend Illinois Route 390 to O'Hare International Airport (ORD) and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA" or "PROJECT"), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as "Toll Highway"); and

WHEREAS, this AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-17-4683, Illinois Route 390 from Illinois Route 83 to York Road (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT scope of work includes the construction of Illinois Route 390 from Illinois Route 83 to York Road, including new eastbound and westbound bridge structures over the Chicago Terminal ("CTM") Railroad and over Supreme Drive and a ramp bridge at the Illinois Route 390 and Western Access system interchange. The work includes construction of an eastbound Illinois Route 390 on-ramp from Illinois Route 83 and ramps associated with the systems interchange movements to and from the south. The work also includes the installation of mainline lighting, underpass lighting at Supreme Drive, Intelligent Transportation Systems ("ITS") infrastructure, drainage improvements, pavement markings, signing, retaining wall construction, and all work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT ashlar formliner and stain on the eastbound and westbound Illinois Route 390

bridges over the CTM Railroad and Supreme Drive, special formliner signage (“Village of Bensenville”) on the north and south parapets of the Illinois Route 390 bridges over Supreme Drive, black fencing along the Illinois Route 390 bridges over CTM Railroad, stamped concrete along Supreme Drive, black access control fencing, and a shared use path along the west side of Supreme Drive, hereinafter referred to as the “VILLAGE’s IMPROVEMENTS”; and

WHEREAS, the ILLINOIS TOLLWAY agrees to add the VILLAGE’s IMPROVEMENTS to the PROJECT; and

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

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

WHEREAS, the 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 the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 *et seq.*

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the PARTIES for review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

Final

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format to the VILLAGE by the ILLINOIS TOLLWAY.
- C. The VILLAGE shall review the plans and specifications which impact their respective maintained highways and facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE respectively shall mean it agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact its maintained highways and facilities. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-DuPage Soil and Water Conservation District, DuPage County, including but not limited to Department of Economic Development and Planning and Division of Transportation, Illinois Environmental Protection Agency, Village of Bensenville, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. The 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 necessary for the PROJECT to the ILLINOIS TOLLWAY, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit for right of access or temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. 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.

- B. The acquisition or transfer of permanent right of way interests between the VILLAGE and the ILLINOIS TOLLWAY for the PROJECT is defined as part of separate Intergovernmental Agreements between the PARTIES.
- C. In the event, the ILLINOIS TOLLWAY identifies areas of the VILLAGE's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the VILLAGE, shall upon the ILLINOIS TOLLWAY's application to the VILLAGE's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge of permit fees to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the VILLAGE shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the VILLAGE.

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.
- C. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, without charge of permit fees to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE.
- E. At all locations where utilities are located on the VILLAGE's right of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE 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.

- F. The ILLINOIS TOLLWAY will cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT, at no cost to the VILLAGE.
- G. The VILLAGE agrees to accept applications for permits from utility companies to perform utility relocation work within the PROJECT and located on its property. All such applications for permits shall include an executed Utility Work Order approved by the ILLINOIS TOLLWAY.
- H. In the event utility facilities are relocated within the PROJECT limits, the ILLINOIS TOLLWAY shall grant to the utility company and its successors and assigns, owning or operating any utility facilities, the right to operate the same in the new location or locations on the property for as long a period and upon the same terms and conditions as it had the right to maintain and operate the facilities in their former location or locations.
- I. In the event utility facilities are located on property transferred to the VILLAGE from the ILLINOIS TOLLWAY, the VILLAGE agrees to issue a permit without charge of permit fees, for all utility work associated with or relocated as a result of the PROJECT. All subsequent maintenance, repairs or modifications to these utility facilities will require that permits be issued in accordance with the VILLAGE's current Permit Ordinance.
- J. During the duration of the PROJECT, the VILLAGE agrees to issue utility permits within the PROJECT limits in accordance with its' regular permit process and only for utility work as documented by a Utility Work Order that is approved by the ILLINOIS TOLLWAY and/or coordination with the ILLINOIS TOLLWAY.
- K. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services, fiber optic cable system and data connections) that are installed as part of the PROJECT and must be adjusted due to future work proposed by the VILLAGE, the VILLAGE 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.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the plans and specifications which impact its maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed their approval of the plans and specifications. Approval by the VILLAGE shall mean they agree with all specifications in the plans pertaining to the alignment and location of the PROJECT deviations which impact their jurisdiction. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and return them to the ILLINOIS TOLLWAY for review and consideration.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar days written notice to the VILLAGE prior to commencement of work on the PROJECT.
- D. The VILLAGE and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects their system. The VILLAGE may assign personnel to perform inspections on behalf of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by the VILLAGE pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall require its contractor(s) working within any of the VILLAGE's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2018, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- G. The ILLINOIS TOLLWAY, to the extent permitted by law, shall indemnify and hold the VILLAGE and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the ILLINOIS TOLLWAY or its agents.

- H. 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 access, use, maintenance of the PROJECT improvements constructed by the ILLINOIS TOLLWAY on the VILLAGE's right of way.
- I. The ILLINOIS TOLLWAY shall require that the VILLAGE, 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 PARTIES 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 ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within twenty-one (21) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the VILLAGE, the PROJECT 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 fifteen (15) 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 ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- K. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV B, due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- L. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2018, as amended.

- M. As-built drawings for that part of the PROJECT that will be under the jurisdiction of the VILLAGE shall be provided to the VILLAGE, in both paper and electronically in PDF and CADD format within sixty (60) days after completion of the work.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary engineering for the ashlar formliner, stain and special formliner signage (“Village of Bensenville”) on the Illinois Route 390 bridges over Supreme Drive as part of the VILLAGE’s IMPROVEMENTS is the responsibility of the VILLAGE and that construction engineering for those improvements shall be computed as 10% of actual construction costs. In addition, it is mutually agreed by the PARTIES hereto that for the additional VILLAGE’s IMPROVEMENTS preliminary and design engineering costs shall be computed as 5% of the actual construction costs and that construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the VILLAGE’s IMPROVEMENTS is \$145,627.85 for construction costs, \$4,339.02 (5% of construction costs) for preliminary and design engineering, and \$14,562.79 (10% of construction costs) for construction engineering, for a total estimated cost of \$164,529.66. The estimated construction costs to the VILLAGE are further detailed below:
1. Ashlar formliner pattern and stain on the Illinois Route 390 bridge parapets over CTM Railroad - \$14,840.00.
 2. Ashlar formliner pattern and stain on the Illinois Route 390 bridge parapets over Supreme Drive - \$38,847.50.
 3. Special formliner signage (“Village of Bensenville”) on the north parapet of the westbound Illinois 390 bridge and south parapet of the eastbound Illinois Route 390 bridge over Supreme Drive - \$20,000.00.
 4. Cost differential for black fencing on the Illinois Route 390 eastbound and westbound bridges over CTM Railroad - \$7,440.00.
 5. Stamped concrete treatment along Supreme Drive - \$32,670.00.
 6. Shared use path on the west side of Supreme Drive - \$24,047.50.

7. Cost differential for black access control fencing along North Thorndale Avenue and South Thorndale Avenue between Illinois Route 83 and Supreme Drive - \$7,782.85.
- D. 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, but not prior to January 1, 2019, an amount equal to 50% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, but not prior to January 1, 2020, based on final costs.
 - E. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE's IMPROVEMENTS described in the Recital section of this AGREEMENT and as detailed above.
 - 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. In the event that the VILLAGE requests or causes said supplemental work or more costly substitute work, it shall pay for the cost increases of said work in full.
 - G. The VILLAGE shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements, VILLAGE's IMPROVEMENTS, which would have been VILLAGE responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineers estimate or subject to VILLAGE budgetary constraints. The VILLAGE shall be responsible for costs incurred for those items that would have been VILLAGE responsibility prior to providing notice for the reduction or elimination of said items.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.

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

- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY Toll Highway:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over the local road, railroad or Toll Highway.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the Toll Highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the Toll Highway.

VII. MAINTENANCE – RESPONSIBILITIES

- A. The maintenance responsibilities are as shown on “EXHIBIT A” and as detailed below.
- B. The ILLINOIS TOLLWAY agrees to maintain Illinois Route 390 and Western Access corridor, including ramps, the retaining walls constructed as part of the

PROJECT, mainline and ramp lighting, drainage, and other appurtenances, in their entirety.

- C. The VILLAGE agrees to maintain, or cause to maintain Supreme Drive; underpass lighting on Illinois Route 390 bridges over Supreme Drive; stamped concrete treatment along Supreme Drive; and the shared use path on the west side of Supreme Drive. The VILLAGE agrees to be responsible for the cost differential that the ILLINOIS TOLLWAY incurs for maintaining the parapet formliner and stain on the Illinois Route 390 bridges over CTM Railroad and Supreme Drive, the special formliner signage (“Village of Bensenville”) on the Illinois Route 390 bridges over Supreme Drive, and the bridge fencing on the Illinois Route 390 bridges over CTM Railroad, subject to VILLAGE review and approval prior to expenditure. The VILLAGE will also be responsible for the cost differential that is incurred by the ILLINOIS TOLLWAY, subject to VILLAGE review and approval prior to expenditure, for replacing the black access control fencing along North Thorndale Avenue and South Thorndale Avenue between Illinois Route 83 and Supreme Drive, in kind in the future as compared to replacing with standard access control fencing (i.e., galvanized steel without black coating); and any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- D. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

<u>Type of Bridge Structure</u>	<u>Affected Roadway</u>
Type 1	WB IL 390 over CTM Railroad (Structure No. 1646)
Type 1	EB IL 390 over CTM Railroad (Structure No. 1647)
Type 1	WB IL 390 over Supreme Drive (Structure No. 1654)
Type 1	EB IL 390 over Supreme Drive (Structure No. 1655)
Type 1	Ramp P5 (NB Western Access to WB IL 390) over Ramp P1 (SB Western Access to WB IL 390)

1. Type 1 - ILLINOIS TOLLWAY Toll Highway over a Local Road, Railroad or Toll Highway

- a. For bridges over VILLAGE jurisdictional roadway, the VILLAGE has all maintenance responsibility as to the following:
 - i. All VILLAGE highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;
 - ii. All drainage facilities which drain VILLAGE highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on VILLAGE property for the purpose of carrying exclusively Toll Highway drainage; and
 - iii. All underpass lighting.
 - b. The ILLINOIS TOLLWAY has all maintenance responsibility as to all remaining portions of the ILLINOIS TOLLWAY Toll Highway at an intersection not maintained by the VILLAGE, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, and fences.
- E. The VILLAGE agrees 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 the ILLINOIS TOLLWAY Toll Highway;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves).
- F. In the event that any PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by other PARTIES pursuant to this AGREEMENT and in accordance with the approved permit(s).

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 respectively shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the respective PARTY, 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. All PARTIES 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 any other PARTY.
- D. Nothing herein is intended to prevent or preclude any PARTY 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.
- E. Attached as "EXHIBIT A" is a description and identification of the PARTIES respective maintenance responsibilities. In the event there is a conflict between the aforementioned exhibit and the maintenance provisions contained in Section VII of this AGREEMENT, the text in Section VII shall control.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Bensenville (VILLAGE) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- B. It is understood and agreed by the PARTIES hereto, that the VILLAGE shall obtain or retain jurisdiction of all local roads traversed or affected by Illinois Route 390 or the Western Access except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

- D. Wherever in this AGREEMENT approval or review by the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 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. Not later than thirty (30) calendar days after execution of this AGREEMENT the VILLAGE shall designate in writing a representative who shall serve as the full time representative during the carrying out of the execution of this AGREEMENT. The representative shall have authority, on behalf of the VILLAGE, 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.
- G. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Director of Public Works of the VILLAGE 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, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- H. 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 any of the VILLAGE's improvements (requested work, utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for any of the VILLAGE's IMPROVEMENTS (requested work, utilities, facilities, roadways, etc.), the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Public Works shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's IMPROVEMENTS (requested work, utilities, facilities, roadways, etc.), the decision of the VILLAGE's Director of Public Works shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- I. In the event there is a conflict between the terms contained in this document and the attached exhibit, the terms included in this document shall control.
- J. 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.

- K. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- L. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005794 and it is doing business as a governmental entity, whose mailing address is The Village of Bensenville, 12 S. Center Street, Bensenville, Illinois 60106.
- M. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- N. 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.
- O. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- P. The failure by any PARTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any PARTY to this AGREEMENT unless such provision is waived in writing.
- Q. 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.
- R. 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 Bensenville
12 S. Center Street
Bensenville, Illinois 60106
Attn: Director of Public Works

- S. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT or for such longer period as the law requires. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the VILLAGE, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- T. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This section intentionally left blank)

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

THE VILLAGE OF BENSENVILLE

By: _____
Frank DeSimone
Village President

Attest: _____
Nancy Quinn
Village Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman, Executive Director

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21702

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into a General Utility Agreement with Natural Gas Pipeline Company of America (hereinafter referred to as "NGP"). This Agreement defines the processes and procedures required to identify, design, construct and make payments for the relocation, removal or protection of NGP pipelines and associated facilities that conflict with current and future Tollway improvements.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Agreement between the Illinois State Toll Highway Authority and Natural Gas Pipeline Company of America in substantially the form of the Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____

Chairman

GENERAL UTILITY AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
NATURAL GAS PIPELINE COMPANY OF AMERICA

THIS AGREEMENT, (hereinafter referred to as the “AGREEMENT”) is entered into this ____ day of _____, AD, 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 NATURAL GAS PIPELINE COMPANY OF AMERICA LLC, A Delaware Limited Liability Company authorized to do business in the State of Illinois, (hereinafter called the “UTILITY”), individually referred to as “PARTY” and collectivity referred to as “PARTIES”

WITNESSETH

WHEREAS, it may become necessary for the ILLINOIS TOLLWAY to construct new toll highway routes or improve the existing toll highway in the future (hereinafter referred to as the “PROJECT” or “PROJECTS”); and

WHEREAS, The UTILITY owns, operates and maintains NATURAL GAS PIPELINES. (hereinafter called the “FACILITY” or “FACILITIES”), in or about the area to be traversed by the PROJECTS, or future improvements, and may have interests in lands and right-of-way, where portions of which may or will interfere with the construction, operation or maintenance of the toll highway, and it is necessary that portions of said FACILITIES which interfere be protected, adjusted, relocated, modified or removed (hereinafter referred to as the “MODIFICATIONS” or with reference to “Modify”) to avoid conflict with the PROJECT; and

WHEREAS, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002014-06; intend to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT; or future improvements; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the “Toll Highway Act,” 605 ILCS 10/ *et seq.* (hereinafter referred to as the “ACT”) is authorized to enter into this AGREEMENT; and

WHEREAS, in accordance with the Tollway policy (*Accommodation of Utilities on the Tollway System*, April 2010) the ILLINOIS TOLLWAY shall enter into agreements to modify and or relocate FACILITIES which the ILLINOIS TOLLWAY determines interfere with Toll Highway PROJECTS; and

WHEREAS, unless the FACILITY is installed pursuant to a Tollway Permit or other agreement where the Utility is responsible for the relocation costs, the ACT requires that the ILLINOIS TOLLWAY ascertain and pay all necessary MODIFICATION costs of the UTILITY whose FACILITIES are so ordered. Any and all MODIFICATIONS shall be carried out in accordance with the work order process and approvals required by the provisions of this AGREEMENT; and

WHEREAS, it is appropriate and in the best interest of the PARTIES to agree on the manner in which the necessary work to MODIFY the FACILITIES shall be performed, the extent of reimbursable costs and credits due, the method and manner of ascertaining the costs, payment procedures, and the procedures for providing or procuring necessary rights-of-way for the FACILITIES which must be modified to accommodate Tollway PROJECTS; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt hereof which is hereby acknowledged, the PARTIES hereto agree as follows:

I. STATEMENT OF PURPOSE

It is the intention of the PARTIES that the ILLINOIS TOLLWAY and the UTILITY cooperate so that all utility interferences related to the construction of the PROJECT(S) shall be resolved in a timely manner and to establish a process to identify, design, construct and make payment for the MODIFICATIONS of the FACILITIES in conflict with the proposed PROJECTS.

II. NOTICE OF INTERFERENCE

A. The ILLINOIS TOLLWAY will from time to time provide the UTILITY with written "Notification of Utility Interference" (NOI), (similar in form to Exhibit "A"), whenever in the opinion of the ILLINOIS TOLLWAY, any MODIFICATION of the FACILITIES appears necessary. Each Notification shall designate a "Utility Job Number" assigned by the ILLINOIS TOLLWAY and include information concerning the location of the FACILITIES to be modified.

B. The ILLINOIS TOLLWAY agrees to provide the UTILITY with plans, specifications, survey data, soil borings and other information relating to the PROJECTS as soon as they become available in order to facilitate the design and/or other options of the FACILITIES to eliminate the conflicts which may require MODIFICATIONS as part of the PROJECTS.

III. OTHER GOVERNMENTAL IMPROVEMENTS

A. This AGREEMENT is not intended to alter the terms of any previously issued permits or prior agreements between the UTILITY and any local government, county, governmental agency or departments relating to utility occupancies or relocations. Improvements to FACILITIES under the jurisdictions of a local government, county, governmental agency or departments may be required in addition to ILLINOIS TOLLWAY PROJECTS. This work (hereinafter referred to as "OTHER GOVERNMENTAL IMPROVEMENTS") may include, but is not limited to, improvements to traffic lanes, intersections, approaches, exit and entrance ramps, lighting, and drainage systems.

B. OTHER GOVERNMENTAL IMPROVEMENTS may be incorporated into the ILLINOIS TOLLWAY construction contracts.

- C.** After the issuance of the Notice of Interference, but before the approval of the Order for Utility Work, the ILLINOIS TOLLWAY shall notify the UTILITY if a portion of their MODIFICATIONS are required due to OTHER GOVERNMENTAL IMPROVEMENTS.
- D.** The TOLLWAY shall be obligated to reimburse the UTILITY for the cost of any MODIFICATIONS of the FACILITIES which the UTILITY is directed to make for the sole benefit of the TOLLWAY or another local government, county, governmental agency or department acting on behalf of the TOLLWAY. However the TOLLWAY shall not be required to reimburse UTILITY if the work is required or provides upgrades to the FACILITY due to OTHER GOVERNMENTAL IMPROVEMENTS and which are not required for the construction, operation, or maintenance of the ILLINOIS TOLLWAY, provided that reimbursement for such MODIFICATIONS is provided to UTILITY by such other government agency or department.
- E.** The PARTIES further agree that the MODIFICATIONS of FACILITIES made necessary by OTHER GOVERNMENTAL IMPROVEMENTS which are the subject of a NOI, the MODIFICATIONS shall be identified, designed, constructed, and carried out in accordance with the terms and conditions of a Work Orders (W.O.) governed under this AGREEMENT.
- F.** Any reimbursement received by the ILLINOIS TOLLWAY from a local government, county, governmental agency or department for utility work due to an OTHER GOVERNMENTAL IMPROVEMENT which is included in the ILLINOIS TOLLWAY construction contracts and not subject to reimbursement by the ILLINOIS TOLLWAY, shall whenever equitable, arising from modifications of FACILITIES, be passed on to the UTILITY.
- G.** The UTILITY shall specifically designate the part or percentage of the MODIFICATIONS made necessary by the PROJECT (and reduced by the proposed OTHER GOVERNMENTAL IMPROVEMENTS) for which it seeks reimbursement by the ILLINOIS TOLLWAY in accordance with the terms and conditions of this AGREEMENT.

IV. ORDER FOR UTILITY WORK

- A.** Upon receipt of the “NOI” and after such supplementary information as may reasonably be required by the UTILITY to prepare a detailed plan to MODIFY its FACILITIES has been provided, the UTILITY shall prepare and submit to the ILLINOIS TOLLWAY the completed “Order for Utility Work” (in a form similar to Exhibit “B”) which shall include the following completed documents:
1. Completed Order for Utility Work form.
 2. Plan and profile detailing the work required.
 3. Plan and profile for temporary facilities (if required).
 4. Cost Estimate for the MODIFICATIONS.
 5. Detailed Work schedule.
 6. Time estimate required performing each phase of the work and time estimates for any required temporary or staged construction.
 7. Actual dollar amount and percentage of reimbursement resulting from OTHER GOVERNMENTAL IMPROVEMENTS.
- B.** The UTILITY shall prepare and submit an “Order for Utility Work” to the ILLINOIS TOLLWAY for each FACILITY or group of FACILITIES designated by a separate Utility Job Number.
- C.** The UTILITY’S submittals shall detail the plan and cross sections of the locations and profile of existing and proposed FACILITIES, including any temporary construction, staged construction and right-of-way that may be required. If the relocation of the FACILITIES is necessary, the ILLINOIS TOLLWAY shall determine the sites within its right-of-way to which the FACILITIES shall be relocated, taking into consideration the costs of relocation to various proposed sites and the UTILITY’S site preferences, maintenance and access requirements.
- D.** The Cost Estimate to MODIFY the FACILITIES for each Utility Job Number shall include, but shall not be limited to the following:
1. The UTILITY’S Engineering Costs.
 - a. Engineering Expenses.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
 2. The UTILITY’S Labor Costs.
 - a. Labor expenses.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.

3. Materials and Supplies.
 - a. Estimated itemized quantities.
 - b. Estimated cost of each item.
 - c. Inventory and handling costs.
4. Contractor Charges.
5. Motor vehicle and equipment cost breakdowns.
6. Estimated cost of temporary or staged FACILITIES.
7. Estimated cost of construction and environmental permits.
8. Estimated cost of additional right-of-way.
9. Credit for betterment of FACILITIES.
10. Credit for salvage.
11. The amount and reimbursable percentage associated with OTHER GOVERNMENTAL IMPROVEMENTS as outlined in this AGREEMENT

- E.** The Cost Estimate shall include only the cost to MODIFY the FACILITIES identified by a “Utility Job Number” issued by the ILLINOIS TOLLWAY. The UTILITY shall not purchase right-of-way or property rights for the MODIFICATIONS of its FACILITIES without the prior written approval of the Chief Engineer of the ILLINOIS TOLLWAY. The approval of the Order for Utility Work and Cost Estimate shall not be deemed an approval to purchase property or property rights.
- F.** The UTILITY shall submit to the ILLINOIS TOLLWAY an estimate of time required to perform all major phases of the work required to MODIFY the FACILITIES, including any time required for temporary or staged construction, and shall note any other time limitations applicable to the work to the extent known.
- G.** The UTILITY shall state, as part of its Cost Estimate, the method that will be used to perform the work e.g. (in-house company forces, independent or blanket contractor).
- H.** The Cost Estimate shall not include a profit to the UTILITY but shall include its standard overhead costs and shall be signed by a duly authorized representative of the UTILITY who shall certify that the Cost Estimate constitutes an accurate statement of all anticipated costs associated with the proposed work.

I. If the UTILITY desires to replace the FACILITY, or a portion thereof, with a FACILITY of increased capacity (betterments), or if the FACILITY includes other betterments, the estimate shall include the costs of those betterments and the UTILITY shall not be entitled to reimbursement for the betterments, unless the relocation cannot be carried out or performed without the installation of inclusion of such betterments. The non-reimbursable cost of the betterments shall be identified on the Cost Estimate as a credit to the ILLINOIS TOLLWAY.

J. Upon request, the UTILITY shall make available to the ILLINOIS TOLLWAY any explanations, documents, plans, or other information as may be reasonably required for the ILLINOIS TOLLWAY to complete its review of the proposed plans and estimates to MODIFY the FACILITIES.

K. The ILLINOIS TOLLWAY shall indicate its approval of the plans and estimates by executing the "Order for Utility Work" (exhibit "B"). The UTILITY shall then proceed in accordance with this Agreement.

V. TOLLWAY OPTION TO PERFORM THE WORK

A. The UTILITY may by mutual agreement of the parties, include a portion, or all of the MODIFICATIONS in the applicable ILLINOIS TOLLWAY construction contract. In this event, the PARTIES shall enter into a separate Utility Work Order relative to these MODIFICATIONS, and the UTILITY shall notify the ILLINOIS TOLLWAY of its intent to include the applicable work in the ILLINOIS TOLLWAY PROJECT(S) and resulting construction contract(s). If portions of the MODIFICATIONS are included in ILLINOIS TOLLWAY contracts, the UTILITY shall submit revised Cost Estimates with all such portions of the work deleted and adjusted where necessary.

VI. PRE-CONSTRUCTION

A. The PARTIES shall cooperate in identifying needs, exchanging information, and assessing progress during the preparation of plans.

- B.** The UTILITY may perform the work required by the ILLINOIS TOLLWAY for each Utility Job Number by using its own forces or an independent outsourced contractor selected through a competitive bidding process.
- C.** The bid documents shall require the UTILITY’S Contractor to perform the work within the schedule established by the construction contract. The ILLINOIS TOLLWAY requires competitive bidding of proposals or a periodic competitively bid maintenance contract for any portions of the work other than work performed by in-house employees. Upon receipt of all bids resulting from the competitive bidding process or a competitively bid periodic maintenance contract and prior to awarding the contracted work, the UTILITY shall promptly submit bid tabulation spread sheets and the three lowest responsible bids to the ILLINOIS TOLLWAY for review and approval. Such review and approval by the ILLINOIS TOLLWAY shall not be unreasonably withheld or delayed. In the event that UTILITY desires to award the contract to a company with a bid other than the lowest responsible bidder, the UTILITY shall provide a written explanation in support of the award to the ILLINOIS TOLLWAY.
- D.** The UTILITY shall, receive bid proposals, provide construction, engineering inspections in accordance with the ILLINOIS TOLLWAY approved Order for Utility Work.

VII. NOTICE TO PROCEED

- A.** The UTILITY shall not proceed with the construction of any MODIFICATION work under a Utility Job Number until it has received a written “Notice to Proceed” (similar in form to Exhibit "C"), from the ILLINOIS TOLLWAY, which approval shall not be unreasonably withheld or delayed. The “Notice to Proceed” shall specify a reasonable time within which the work is to be done. The UTILITY shall use its best efforts to complete the work in the specified amount of time and in conjunction with the approved construction schedule.

- B.** The ILLINOIS TOLLWAY shall not be obligated to issue the “Notice to Proceed” until the UTILITY or its contractors have provided copies of all documents, bonds and insurance certificates on forms reasonably satisfactory to the ILLINOIS TOLLWAY which identify the ILLINOIS TOLLWAY as a protected party and/or as an additional named insured as required by this Agreement, the plans and specifications, or by law. The ILLINOIS TOLLWAY shall not issue a “Notice to Proceed” until sufficient right-of-way has been acquired for the MODIFICATION of the FACILITIES.

VIII. SCHEDULING AND COORDINATION

- A.** The UTILITY shall cooperate, and shall also require its contractors to cooperate, with the ILLINOIS TOLLWAY and all the contractors and subcontractors of the ILLINOIS TOLLWAY to ensure that construction of the PROJECTS progress as expeditiously as possible with minimal interference to ILLINOIS TOLLWAY operations.
- B.** The ILLINOIS TOLLWAY shall cooperate, and shall also require its contractors to cooperate, with the UTILITY and all the contractors and subcontractors of the UTILITY to ensure that the relocation of FACILITIES shall progress as expeditiously as possible with minimal interference to any of the UTILITY’S operations.
- C.** The UTILITY reserves the right to proceed with such work as may be required to protect and insure the safe and efficient operation of its FACILITIES.

IX. PERFORMANCE OF THE WORK

- A.** The UTILITY shall perform the work to MODIFY the FACILITIES in accordance with the approved Order for Utility Work in conjunction with the approved plans and Cost Estimates. All such work shall be performed and comply with the approved plans, applicable statutes, codes and safety standards of general applicability in the industry for the type of work involved.

- B. All work performed by the UTILITY within the ILLINOIS TOLLWAY'S right-of-way shall comply with the ILLINOIS TOLLWAY'S applicable Standard Specifications and the ILLINOIS TOLLWAY'S Policy titled *Accommodation of Utilities on the Tollway System* to the extent not inconsistent with this Agreement. Copies of any such applicable Specifications or Policies will be provided to the UTILITY by the ILLINOIS TOLLWAY upon request.

X. CHANGES IN THE WORK

- A. The UTILITY shall issue written notice to the Chief Engineer of any changes from the approved plans and Cost Estimates or any unscheduled or extra work required with respect to a Utility Job Number. Such changes or extra work shall be reviewed, and if deemed acceptable, approved in writing by the Chief Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.
- B. In the event the UTILITY'S contract does not contain unit prices for the unscheduled or extra work to MODIFY the FACILITIES, the cost of any change in the approved final plans or the cost of extra work shall be negotiated between the UTILITY and its contractor and subject to approval by the ILLINOIS TOLLWAY, which approval shall not be unreasonably withheld or delayed.
- C. If the ILLINOIS TOLLWAY and the UTILITY cannot agree on the negotiated additional charges for proposed field changes or extra work to modify the FACILITIES and the UTILITY elects to proceed with the work in dispute, the UTILITY shall keep separate and complete records of the time and materials and other related costs required to perform the work in dispute. Nothing herein shall prevent the UTILITY from completing the extra work or field changes at its sole cost and expense. In this event, extra work submitted for reimbursement shall be negotiated based upon the applicable rates included within the "Schedule of Average Annual Equipment Ownership Expense" published by the Illinois Department of Transportation (IDOT).

- D. The Chief Engineer of the ILLINOIS TOLLWAY reserves the right to dis-allow proposed field changes or extra work and direct the UTILITY to stop work in connection with a Utility Job Number if continuation of the work results in a substantial increase in costs or disrupts the construction of the PROJECTS. However, the UTILITY may continue the work if necessary to restore or maintain service to its customers.

XI. REMOVAL OF EQUIPMENT AND SALVAGE

- A. Upon completion of the removal or relocation of the FACILITIES in accordance with approved plans, or any modifications thereof as ordered by the ILLINOIS TOLLWAY, the UTILITY shall, without unreasonable delay, dismantle and remove all existing permanent and temporary FACILITIES and other structures which have been abandoned, except for portions thereof which have been abandoned in place in accordance with approved plans, and shall inventory all materials having salvage value. The ILLINOIS TOLLWAY shall receive a credit from the UTILITY for the salvage value of the removed facilities.

XII. RECORD DOCUMENTS

- A. The UTILITY shall provide the ILLINOIS TOLLWAY with one (1) set of reproducible full size (24" x 36") and one set of reduced size (11" x 17") as-built record drawings and specifications for each permanent FACILITY located within the ILLINOIS TOLLWAY'S right-of-way within ninety (90) calendar days after completion of work on the FACILITIES.

To the extent the PARTIES have prior agreements, which include, but shall not be limited to Rights of Entry, Permits and/or Contracts for Sale, which address Utility relocations and modifications and the associated financial responsibilities, they shall remain in force.

XIII. INSURANCE

- A.** The UTILITY agrees to procure and maintain, or with respect to operations undertaken by its contractors, to cause its contractors to procure and maintain insurance of the kinds and amounts specified herein with insurance companies rated A - or better by AM Best and authorized to transact insurance business in the State of Illinois, covering all operations undertaken pursuant to any order for MODIFICATIONS of the FACILITIES given by the ILLINOIS TOLLWAY under the terms of this Agreement. Before commencing any such work, the UTILITY shall furnish the Certificates of Insurance reasonably satisfactory to the ILLINOIS TOLLWAY. Policies of insurance shall state written notice will be provided to the ILLINOIS TOLLWAY at least thirty (30) days in advance of cancellation of any required coverage, except for non-payment of premium. The ILLINOIS TOLLWAY'S failure to request a certificate of insurance does not constitute a waiver of the obligations and requirements to maintain the minimum coverage specified.
- B** The UTILITY shall obtain, maintain and thereafter keep in force for the term of the Contract including all options and extensions the following insurance. (i) Commercial General Liability – Including coverage for bodily injury, property damage, premises and operations, products and completed operations, independent contractor's liability and contractual liability meeting the indemnification obligations herein. Policy coverage shall have limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate. Products completed operations coverage will be maintained by the UTILITY for a minimum of two (2) years following acceptance of Work.; (ii) Business Automobile Liability – Covering any vehicles, including owned, hired or non-owned vehicles. Policy coverage shall be on the latest filed ISO occurrence form (or an alternative form providing equivalent protection) with limits of \$1,000,000 combined single limit for bodily injury and property damage per occurrence; (iii) Workers' Compensation as required by the State of Illinois and including Employer's Liability. Coverage will be at least as broad as the Workers Compensation and Employers Liability Policy, National Council on Compensation Insurance Form #WC 00 00 00 A (ed. 4-92) with limits of \$1,000,000 each accident, \$1,000,000 disease

each employee and \$1,000,000 disease policy limit; (iv) Umbrella/Excess Liability – at least as broad as the underlying policies in the amount of \$10,000,000.; and (v) Pollution Liability insurance covering third party injury and property damage claims, including coverage for clean-up costs, defense costs, contractual liability, transportation, and owned and non-owned disposal sites, as a result of pollution conditions arising from the UTILITY’S or its contractors’ operations and completed operations, with limits of liability of not less than \$2,000,000 each pollution condition and \$2,000,000 general aggregate. Pollution liability insurance may be provided under UTILITY’S General Liability and Excess Liability policies. UTILITY may use any combination of self-insurance, primary insurance and excess insurance to comply with the limit requirements herein.

- C.** The UTILITY’S policies required under this section excluding workers compensation and employers liability shall name The Illinois State Toll Highway Authority together with its officials, directors and employees as additional insured on a primary and non-contributory basis to the extent of UTILITY’S indemnity obligations under this agreement. All policies shall contain a waiver of subrogation waiving any right of recovery that the insurance company may have against the Tollway, any Additional Insured, or any of the Tollway’s engineering firms and consultants (not including any claim covered by professional liability insurance). UTILITY shall be solely responsible for any deductible or self-insured retention, and all premiums for any insurance policy provided by the UTILITY.
- D.** Subcontractors. The Contractor shall have subcontractor(s) provide commercial general liability, business automobile liability, workers’ compensation and employer’s liability, and umbrella/excess liability insurance with coverage as broad as described under XIII. B (i) – (iv) above. Unless otherwise required by a third party, the Contractor shall determine if subcontractor(s) must also provide contractor’s pollution liability insurance as described under XIII.B (v) above. The limits of coverage will be determined by the UTILITY. The UTILITY shall maintain, in UTILITY’S files, evidence of all subcontractor insurance coverage. Failure to maintain evidence of subcontractor insurance shall not constitute a contractual breach.

- E.** The UTILITY understands that the ILLINOIS TOLLWAY has not obtained Builders Risk Insurance covering loss to the property of the UTILITY on account of the work being performed by the UTILITY and its Contractors. Nothing in this Agreement is intended to impose liability on the ILLINOIS TOLLWAY for property losses of the UTILITY on account of work being performed by the UTILITY and its Contractors.

XIV. INDEMNIFICATION

- A.** To the extent allowable by law, the UTILITY shall indemnify and save the ILLINOIS TOLLWAY, its directors, officers, agents, and employees harmless from any and all claims and liability for any loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with the work performed by the UTILITY or its contractors under this Agreement, or from the operations of the FACILITIES covered by this Agreement or resulting from the failure of the FACILITIES to operate properly or from other malfunctions of the FACILITIES, or from any other actions or inactions on the part of or on behalf of the UTILITY in the design, construction, reconstruction or maintenance of the UTILITY'S FACILITIES located on or near the ILLINOIS TOLLWAY'S right-of-way.
- B.** To the extent allowable by law, the ILLINOIS TOLLWAY shall indemnify and save the UTILITY, its affiliates, directors, officers, agents, and employees harmless from any and all liability for loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with the construction of the IMPROVEMENT by the ILLINOIS TOLLWAY or its Contractors, or from the ILLINOIS TOLLWAY'S operations on the ILLINOIS TOLLWAY'S right-of-way or from any other actions or inactions on the part of or on behalf of the ILLINOIS TOLLWAY in connection with the design, construction, reconstruction, operation, or maintenance of the IMPROVEMENT.

XV. SUBMISSIONS OF COSTS AND BILLING

- A.** The ILLINOIS TOLLWAY shall reimburse the UTILITY for all substantiated, actual and approved costs necessary to perform the MODIFICATIONS.
- B.** Upon completion of the work contemplated by a Utility Job Number or a PROJECT including more than one Utility Job Number, the UTILITY shall submit to the ILLINOIS TOLLWAY an invoice for reimbursement. All bills or invoices shall be accompanied by supporting documents detailing, at a minimum, the following costs and expenses itemized as follows:
1. Construction or Removal of FACILITIES.
 - a. Engineering Costs;
 - b. Labor Costs;
 - c. Costs of Work Contracted for by the UTILITY;
 - d. Motor Vehicle and Equipment Costs; and
 - e. Material Costs;
 2. General and Overhead Costs.
 - a. Administrative and General;
 - b. Payroll Taxes;
 - c. Pension, Welfare, and Insurance;
 3. Credit for the salvage value of abandoned or removed Facilities.
 4. Credit for any and all Betterment of Facilities.
 5. Credit for the reimbursable percentage due to OTHER GOVERNMENT IMPROVEMENTS.
- C.** The bill/invoice shall be signed by a duly authorized representative of the UTILITY with a certification that he/she has examined the records and accounts of the UTILITY and that the statement is a true and complete bill for the items set forth therein.
- D.** Audit/retention of records: UTILITY and its subcontractors shall maintain books and records relating to the performance of the MODIFICATIONS necessary to support the amounts charged to the State in compliance with 30 ILCS 500/20-65. Books and records, including information stored in databases or other computer systems, shall be maintained by the UTILITY for a period of three years from the later of the date of final payment under the contract or completion of the contract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the ILLINOIS TOLLWAY, the Auditor General, the Executive Inspector General, and the State of Illinois internal auditors or other governmental entities with monitoring

authority, upon reasonable notice and during normal business hours. The UTILITY and its contractors and subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the ILLINOIS TOLLWAY under the contract for which adequate books and records are not available to support the purported disbursement. The UTILITY or subcontractors shall not impose a charge for audit or examination of the UTILITY's books and records.

XVI. PAYMENT

- A.** After the UTILITY has submitted an approved invoice for reimbursement with all required supporting statements and documentation, the ILLINOIS TOLLWAY shall promptly reimburse the UTILITY for its substantiated costs for the MODIFICATION of the FACILITIES covered by each Utility Job Number. Periodic or partial payments and invoicing shall be permitted for materials and supplies delivered with work completed. The UTILITY shall also submit, prior to payment, any additional information reasonably requested by the ILLINOIS TOLLWAY.

- B.** Final payment by the ILLINOIS TOLLWAY for the cost of eligible reimbursable utility work performed on each Utility Job Number or improvement shall constitute full payment for the performance of its obligation to pay money and constitute full satisfaction of any and all claims for payment of money which the UTILITY may have against the ILLINOIS TOLLWAY arising from the Utility Job Number or improvement set forth in this AGREEMENT.

- C.** When a multi-year projects dictates relocation of the Facility in part or whole takes more than one calendar year, the Utility is required to submit a running ledger of the work
1.) Paid 2.) Open invoices 3.) Still Pending Approval

- D.** The UTILITY shall submit a final invoice within one (1) year of the completion of work on each Utility Work Order. The final invoice shall be marked “FINAL INVOICE” and shall state the date on which the last work was performed or the last item of billed expense was incurred.

XVII. FUTURE REMOVALS OR RELOCATIONS

If at any time the ILLINOIS TOLLWAY determines that it is necessary to remove, adjust, protect or relocate the UTILITY’S FACILITIES, the PARTIES shall proceed in accordance with the terms and conditions of this Agreement.

XVIII. MODIFICATIONS

Any modification to this Agreement must be in writing and executed by the duly authorized representatives of the PARTIES.

XIX. TERMINATION

Either PARTY may terminate this Agreement upon one (1) year prior written notice to the other PARTY.

XX. GENERAL PROVISIONS

- A.** This Agreement, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Illinois. Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought in DuPage County, Illinois.
- B.** 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.
- C.** Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is **90-0857933** and it is doing business as a private entity, whose mailing address is **1001 Louisiana Street, Suite 1000, Houston, TX 77002**.

- D.** This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES.

- E.** This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and assigns.

- F.** The failure by the ILLINOIS TOLLWAY or the UTILITY 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 UTILITY unless such provision is waived in writing.

NOTICES

All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attention: Chief Engineer

To: Natural Gas Pipeline Company of America LLC.
2375 West County Farm Road
Shorewood, Illinois 60431
Attention: Damage Prevention Supervisor

Copy To: Natural Gas Pipeline Company of America LLC.
2375 West County Farm Road
Shorewood, Illinois 60431
Attention: Right of Way Manager

EXHIBITS:

The following exhibits are attached to this agreement and hereby incorporated by reference

Exhibit A: Notice of Utility Interference (NOI)

Exhibit B: Order for Utility work

Exhibit C: Notice to Proceed (NTP)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Ms. Elizabeth Gorman, Executive Director

NATURAL GAS PIPELINE COMPANY OF AMERICA

By: _____
Authorized Representative – PRINT NAME

By: _____ Date: _____
Authorized Representative – Signature & Title

Approved as to Form and Constitutionality

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

EXHIBITS

"A" – NOTIFICATION OF UTILITY INTERFERENCE

"B" – ORDER FOR UTILITY WORK

"C" – NOTICE TO PROCEED – UTILITY WORK

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
NOTIFICATION OF UTILITY INTERFERENCE _____ TOLLWAY**

Date _____
(Utility or Municipality)

Address

City, State, Zip

Dear Sir,

This is notification that your facilities consisting of _____

BRIEF DESCRIPTION OF FACILITIES

Location _____

GENERAL LOCATION OF INTERFERENCE

Within _____ and more specifically located at _____ + _____, _____ on the
DESIGN SECTION/CONTACT NUMBER **STATION NUMBER MILEPOST NO.**

_____ Tollway, will interfere with the construction or improvement of said Toll Highway

This interference has been assigned UTILITY JOB NUMBER _____

Recommended for Notification this _____ day of _____ of 20 _____

By _____
DESIGN SECTION ENGINEER

By _____
ISTHA UTILITY SECTION

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____
CHIEF ENGINEER

EXHIBIT B

Utility Job Number: _____

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ORDER FOR UTILITY WORK - _____ TOLLWAY**

The _____ hereby requests authority to do such work as shown on
(Utility or Municipality)
the attached drawings and identified by Utility Job Number _____ in accordance with the
terms and conditions of the Utility Agreement dated _____, 20 _____ and the
Supplemental Provisions and Restrictions as may be hereinafter set forth:
Final Plans, a detailed Cost Estimate, and time estimate to perform the utility work are attached.

A summary of the estimated cost and time requirements are listed below:

- 1. Estimated Cost of Abandoning, Removing or Retiring Existing Facilities: \$ _____
- 2. Estimated Cost of Adjusting or Protecting Existing Facilities: \$ _____
- 3. Estimated Cost of Relocating Facilities: \$ _____
- 4. Estimated Cost of Temporary Facilities: \$ _____
- 5. Estimated Cost of Additional Right-of-Way (if required): \$ _____
- 6. Estimated Credit for Used Life, Betterment, Salvage: \$ _____

Total Estimated Cost: \$ _____

The estimated time to complete the work is _____ days.

Signed on this _____ day of _____, 20 _____. _____
(Utility or Municipality)

Signature **Title**

Recommended for Approval this _____ day of _____ of 20 _____.

Design Section Engineering **Signature**

Tollway Utility Section
Approved and Ordered for Construction this _____ day of _____, 20 _____.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____
Chief Engineer

EXHIBIT C

Utility Job Number _____

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
NOTICE TO PROCEED – UTILITY WORK**

_____. Date _____
(Utility or Municipality)

Address

City, State, Zip

Gentlemen:

You are hereby authorized to proceed, effective this date, with construction of the utility work
Identified by Utility Job Number _____.

All work is subject to the terms and conditions of the Utility Agreement and the approved Order for
Utility Work. The estimated time to complete the utility work is _____ days.

It is the Utility's responsibility to make known to itself the construction schedule for the project
and to coordinate the utility work with the work of others.

Sincerely,

Chief Engineer
Illinois State Toll Highway Authority

10-24-14 rev/mcs