

RESOLUTION NO. 21766

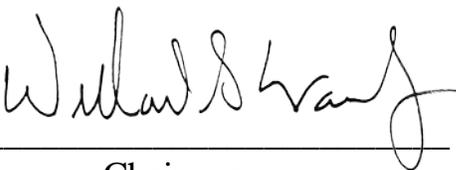
Background

There is a vacancy in the Office of Executive Director of The Illinois State Toll Highway Authority (“Tollway”). It is in the best interest of the Tollway to fill the vacancy.

Resolution

Jose R. Alvarez is hereby appointed Executive Director of The Illinois State Toll Highway Authority effective April 18, 2019. The Chairman of the Tollway is authorized to establish a reasonable salary and benefits for the Executive Director consistent with standard Tollway policies and procedures. As Executive Director, Mr. Alvarez shall be responsible for the day-to-day operations of the Tollway, reporting to the Chairman and the Board of Directors. Kevin Artl shall continue as the Tollway’s Acting Executive Director until Mr. Alvarez takes office.

Approved by:



Chairman

RESOLUTION NO. 21767
AMENDING RESOLUTION NO. 20458

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to continue collection and litigation services for various delinquent Tollway accounts including: violations, property damage claims, I-Pass charges, and other miscellaneous collections.

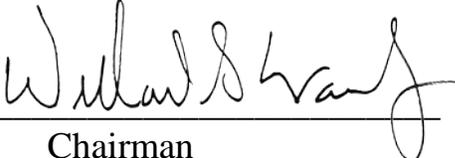
On September 14, 2014 the Board approved Resolution No. 20458 to provide collections and collection litigation services with Harris and Harris Ltd. and Law Enforcement Systems LLC for a period of five years, with five one-year renewal options in an amount of \$5,000,000.00 to Harris and Harris Ltd. and \$5,000,000.00 to Law Enforcement Systems LLC, for a total upper limit of compensation not to exceed \$10,000,000.00 in aggregate.

Due to delays in the development and implementation, Law Enforcement Systems LLC was unable to accept placement of violation debt. Upon further analysis, management recommends an amendment to Resolution No. 20458 to reallocate the upper limit of compensation to each vendor.

Resolution

Resolution Number 20458 is hereby amended to reallocate the upper limit of compensation of \$5,900,000.00 to Harris and Harris Ltd. and \$4,100,000.00 to Law Enforcement Systems LLC, for a total upper limit of compensation not to exceed \$10,000,000.00 in aggregate.

The Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21768

Background

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of The Illinois State Toll Highway Authority (“Tollway”), requires the Tollway to provide liability insurance coverage for the protection of Tollway property and personnel, as well as for claims of injury and property damage to others. The current coverage expires June 1, 2019 and it is advisable to continue such coverage.

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

The Consulting Engineers have certified that the Authority’s liability insurance proposal has been reviewed and is in accordance with the requirements of the Indenture, Section 715.

It is now in the best interest of the Tollway to accept the offers of the eight insurance companies, placed through Mesirow Insurance Services, Inc., in order to maintain the required insurance protection for Tollway operations. The proposal includes a primary layer of insurance from The Insurance Company of the State of Pennsylvania.

Resolution

The Insurance Company of the State of Pennsylvania is approved to provide General Liability and Automobile Liability coverage, including coverage under the Terrorism Risk Insurance Act, for the period June 1, 2019 to June 1, 2020. The primary layer limit of \$10 million is subject to a retention of \$500,000 per occurrence for Liability and \$250,000 per occurrence for Automobile Liability.

It is acknowledged that Mesirow Insurance Services, Inc. has secured offers from the carriers to provide layers of excess liability coverage for the period of June 1, 2019 to June 1, 2020 for a combined limit of \$150 million per occurrence and in the aggregate in excess of the primary layer coverage.

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All stated policies, related coverages and the broker service fee will be secured for total premiums and fees not to exceed \$1,015,813, including any applicable surplus lines tax; and such liability coverage is approved with all coverage obtained and paid through the Insurance Broker, Mesirow Insurance Services, Inc.

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

Approved: William S. Kravitz
Chairman

RESOLUTION NO. 21769

Background

Pursuant to the provisions of the Toll Highway Act of the State of Illinois, as amended (the “Act”), the Amended and Restated Trust Indenture between The Illinois State Toll Highway Authority (the “Authority”) and The Bank of New York Trust Company, N.A., as successor to J.P. Morgan Trust Company, N.A., and The First National Bank of Chicago, as Trustee (the “Trustee”), effective March 31, 1999 and as supplemented and amended to the date of adoption of this Resolution (the “Master Indenture”), the Authority is authorized to issue its revenue bonds for any lawful purpose including, among others, refunding or advance refunding any of its revenue bonds then outstanding.

To provide for the refunding of certain outstanding revenue bonds of the Authority, pursuant to the terms of the Fourteenth Supplemental Indenture dated as of June 1, 2010, between the Authority and the Trustee, the Authority issued its Toll Highway Senior Refunding Revenue Bonds, 2010 Series A-1 in the aggregate principal amount of \$279,300,000, of which \$276,560,000 is outstanding (the “2010A-1 Bonds”).

The Authority has now determined that it is advisable, necessary and in its best interests to authorize the borrowing of a maximum aggregate principal amount of \$275 million for the purpose of refunding all or a portion of the 2010A-1 Bonds to the extent determined to be in the best interests of the Authority by an Authorized Officer (as hereinafter defined) in order to achieve debt service savings for the Authority (the “Refunding”) and in evidence thereof to issue one or more series of Additional Senior Bonds (as defined in the Master Indenture) pursuant to Section 204 of the Master Indenture (the “2019 Refunding Bonds”), at one or more times as herein provided, such borrowing being for a proper public purpose and in the public interest, and the Authority, by virtue of all laws applicable thereto, has the power to issue such 2019 Refunding Bonds. Any 2019 Refunding Bonds

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Background - continued

authorized herein shall be issued on a parity with all Senior Bonds (as defined in the Master Indenture) now or hereafter outstanding under the Master Indenture and shall be secured by the Master Indenture, as supplemented and amended, including as authorized herein, or as may be supplemented and amended in the future.

It is necessary for the Authority to authorize the issuance of the 2019 Refunding Bonds and to approve and to authorize the execution of the 2019 Supplemental Indenture, Bond Purchase Agreement, Refunding Escrow Agreement, Continuing Disclosure Agreement (all as defined below) and certain other documents and agreements and the performance of acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the 2019 Refunding Bonds.

Resolution

1. *Incorporation of Background.* The Background of this Resolution is hereby incorporated into this text as if set out in full herein.
2. *Issuance of 2019 Refunding Bonds.* The Authority authorizes the issuance and delivery of 2019 Refunding Bonds in a maximum aggregate principal amount of \$275 million for the purpose of the Refunding. The 2019 Refunding Bonds may be issued from time to time in one or more series as Additional Senior Bonds in said respective maximum aggregate principal amounts, or such lesser principal amounts, all as may be determined by the Chairman of the Authority (the “Chairman”).

The 2019 Refunding Bonds shall be issued as bonds bearing interest at fixed rates and paying interest semiannually. Each series of 2019 Refunding Bonds shall

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Resolution – continued

be issued pursuant to, and have such terms and provisions as are set forth in, a supplemental indenture (the “*2019 Refunding Supplemental Indenture*”) between the Authority and the Trustee, supplementing and amending the Master Indenture.

In connection with the issuance of each series of 2019 Refunding Bonds, the Chairman is hereby authorized to execute, and the Secretary of the Authority (the “*Secretary*”) is hereby authorized to attest, a 2019 Refunding Supplemental Indenture in substantially the form previously used in connection with the sale of revenue bonds of the Authority, with such revisions, insertions, completions and modifications therein including, without limitation, such revisions as shall be necessary to incorporate provisions relating to (x) the dating, series designation, denominations, interest payment dates, redemption provisions, registration and transfer of the 2019 Refunding Bonds and (y) the application of proceeds of the 2019 Refunding Bonds for the Refunding, as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman’s approval and this Authority’s approval of such revisions, insertions, completions and modifications thereof.

3. *Terms of 2019 Refunding Bonds.* The 2019 Refunding Bonds of each series shall be designated “Toll Highway Senior Revenue Bonds” with such additions, modifications, or revisions as shall be determined to be necessary by the Chairman at the time of sale of the 2019 Refunding Bonds to reflect the order of sale of such Bonds if issued in more than one series, the specific series of such Bonds, the use of proceeds of such Bonds, and any other authorized features of the 2019 Refunding Bonds determined by the Chairman as desirable to be reflected in the title of the 2019 Refunding Bonds being issued. The 2019 Refunding Bonds of a series shall mature no later than the final maturity of bonds refunded. Each series

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of 2019 Refunding Bonds shall bear interest at a rate or rates not to exceed 8.00 percent per annum. Interest shall be payable on each series of the 2019 Refunding Bonds at such times and on such basis and terms as shall be provided in the related 2019 Refunding Supplemental Indenture.

The 2019 Refunding Bonds shall be executed by the manual or duly authorized facsimile signatures of the Chairman and the Secretary and the corporate seal of the Authority (or facsimile thereof) impressed or otherwise reproduced on them. The 2019 Refunding Bonds of a series shall be prepared in the form attached to the related 2019 Refunding Supplemental Indenture.

Any portion of the 2019 Refunding Bonds may be issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes if determined by the Chairman to be beneficial to the Authority.

4. *Redemption.* The 2019 Refunding Bonds of a series may be made subject to redemption prior to maturity at the option of the Authority, at such times and at redemption prices of par plus accrued interest, which redemption prices may also include a redemption premium for each 2019 Refunding Bond to be redeemed expressed (i) as a percentage, not to exceed two percent (2%) of the principal amount of the 2019 Refunding Bonds being redeemed, or (ii) as a formula designed to compensate the owner of the 2019 Refunding Bond to be redeemed based on prevailing market conditions on the date fixed for such redemption, commonly known as a “*make whole*” redemption, all as determined by the Chairman at the time of the sale of the 2019 Refunding Bonds and reflected in the related 2019 Refunding Supplemental Indenture.

5. *Sale of Bonds.* The Chairman is hereby authorized on behalf of the Authority to sell bonds issued by the Authority, including all or any portion of the

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2019 Refunding Bonds, to an underwriting group (the “*Underwriters*”) represented by one or more Senior Managing Underwriters (individually or collectively, the “*Senior Managing Underwriter*”) selected from among underwriters pre-qualified by the Authority pursuant to its procurement process, “RFP#16-0155 for Bond Underwriting Services”, and Resolution No. 21288 adopted by the Board on June 22, 2017, during the term established by such procurement process, as such term may be renewed.

The 2019 Refunding Bonds shall be sold and delivered to the Underwriters subject to the terms and conditions of one or more Bond Purchase Agreements between the Authority and the Underwriters (the “*Bond Purchase Agreement*”); provided, that the aggregate purchase price shall be not less than 98.5 percent of the principal amount thereof to be issued less any original issue discount used in marketing thereof and plus accrued interest, if any, from their date to the date of delivery thereof. The Chairman is hereby authorized to execute, and the Secretary is hereby authorized to attest, the Bond Purchase Agreement in substantially the form previously used in connection with the sale of revenue bonds of the Authority, with such revisions, insertions, completions and modifications therein as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman’s approval and this Authority’s approval of such revisions, insertions, completions and modifications thereof.

6. *Preliminary Official Statement.* The preparation use and distribution of a Preliminary Official Statement relating to the 2019 Refunding Bonds (the “*Preliminary Official Statement*”) is hereby in all respects ratified, authorized and approved. The Preliminary Official Statement shall contain disclosure information substantially similar to that presented in such form used in connection with the sale and issuance of the obligations of the Authority, as applicable, and shall reflect the

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terms and provisions of the 2019 Refunding Bonds proposed to be issued, including the application of the proceeds thereof and shall describe accurately the current financial condition of the toll highways maintained by the Authority and the parties to the financing. The proposed use by the Underwriters of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the 2019 Refunding Bonds being sold) is hereby approved. The Chairman is authorized and directed to execute the Official Statement on behalf of the Authority and his execution thereof shall constitute conclusive evidence of the Chairman's approval and this Authority's approval of any changes to the form of Preliminary Official Statement authorized herein.

7. *Application of Proceeds.* The proceeds from the sale of any series of the 2019 Refunding Bonds shall be applied as determined by the Chairman and the Chief Financial Officer of the Authority as follows:

- (i) the sum representing the accrued interest received, if any, shall be used to pay the first interest becoming due on the 2019 Refunding Bonds sold;
- (ii) to the refunding of such 2010A-1 Bonds selected by the Chief Financial Officer to be refunded prior to their respective maturities at a price of par plus accrued interest thereon, up to and including their applicable redemption dates, which proceeds shall be deposited into an account to be held by the Trustee pursuant to the terms of the related 2019 Refunding Supplemental Indenture or one or more escrow agreements (each a "Refunding Escrow Agreement"), and the Chairman is hereby authorized to execute, and the Secretary is hereby authorized to attest and deliver each Refunding Escrow Agreement in such form as the officer so executing shall deem appropriate to effect the Refunding. Such Refunding Escrow

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Resolution – continued

Agreements may include agreements entered into between the Authority and providers of securities under which agreements providers agree to purchase from or sell to the Authority specified securities on specific dates at predetermined prices, all as established at the time of execution of any such agreement;

(iii) to make any required deposit to the Debt Reserve Account held under the Master Indenture;

(iv) to pay expenses related to the issuance of such 2019 Refunding Bonds, including, without limitation, fees of counsel, rating agencies, financial advisors, Trustee, Escrow Agent, verification agent, and Underwriters; and

(v) to such other purposes that are not inconsistent with the terms and provisions of this Resolution as shall be set forth in the 2019 Refunding Supplemental Indenture authorizing such 2019 Refunding Bonds.

8. *Tax-Exemption and Non-Arbitrage.* The Authorized Officers are hereby authorized to take any other actions and to execute any other documents and certificates necessary to assure that 2019 Refunding Bonds issued on a tax-exempt basis do not constitute “arbitrage bonds” under the Internal Revenue Code of 1986, as amended, and to effectuate the issuance and delivery of such 2019 Refunding Bonds, including but not limited to the execution and delivery by one or more of the Authorized Officers of a Tax Regulatory Agreement in a form to be approved by bond counsel and by counsel for the Authority.

9. *Continuing Disclosure.* The Chairman is authorized to execute and deliver a Continuing Disclosure Agreement evidencing the Authority’s agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, adopted by the

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Resolution – continued

Securities and Exchange Commission under the Securities Exchange Act of 1934, as applicable to the 2019 Refunding Bonds, in substantially the form previously used by the Authority in connection with the issuance of revenue bonds, with such insertions, completions and modifications therein as shall be approved by the Chairman and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chairman's approval and this Authority's approval of such insertions, completions and modifications thereof.

10. *Authorized Acts.* The Chairman, the Acting Executive Director, the Secretary, the Assistant Secretary, the Chief Financial Officer, the General Counsel, and the Chief Engineering Officer of the Authority (each, an "*Authorized Officer*") are hereby each authorized and directed to do all such acts and things and to execute and deliver all such other documents, agreements and certificates and perform such other acts as may be necessary or desirable in connection with the issuance of the 2019 Refunding Bonds and the execution and delivery of each 2019 Refunding Supplemental Indenture, Bond Purchase Agreement, Refunding Escrow Agreement, Official Statement and Continuing Disclosure Agreement, including the giving of all notices of redemption required in connection with the Refunding.

11. *Ratification.* All acts and undertakings of the officials or officers of the Authority that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the 2019 Refunding Bonds and the accomplishment of the Refunding are in all respects approved and confirmed.

12. *Costs of Issuance.* The Chief Financial Officer of the Authority is authorized to pay the costs of issuance of the 2019 Refunding Bonds including, without limitation, printing costs, transcript costs, consultants' and attorneys' fees, rating agency fees, Trustee fees, fees of an escrow agent and escrow verification agent, and all other reasonable and necessary fees and costs of the Authority

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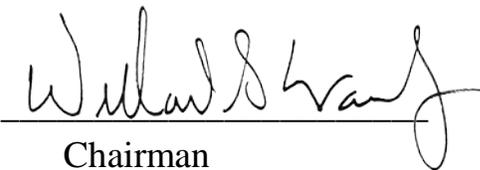
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incurred in connection with the issuance of the 2019 Refunding Bonds and the accomplishment of the Refunding.

13. *Approval of Attorney General.* Notwithstanding anything herein to the contrary, the Authority's approval of each 2019 Refunding Supplemental Indenture, Bond Purchase Agreement, Refunding Escrow Agreement, and Continuing Disclosure Agreement is subject to the further approval as to the form and constitutionality by the Attorney General of the State of those agreements, as well as any other agreements authorized herein.

14. *Severability.* The provisions of this Resolution are hereby declared to be severable, and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the section, phrases, or provisions.

15. *Repealer, Effective Date and Expiration Date.* All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

Approved by: 
Chairman

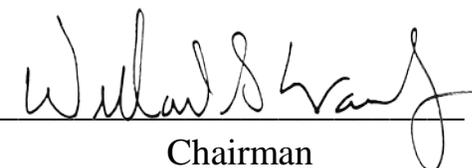
RESOLUTION NO. 21770

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Cisco SmartNet Software and Hardware Maintenance and Support through the Illinois Department of Innovation & Technology (“DoIT”) master contract with CDW Government LLC (Tollway Contract No. 19-0037) for an upper limit of compensation not to exceed \$524,363.32. 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 DoIT master contract for the purchase of Cisco SmartNet Software and Hardware Maintenance and Support from CDW Government LLC is approved in an amount not to exceed \$524,363.32. As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21771

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Whelen Amber Vehicle Lighting Products and Parts through the Central Management Services (“CMS”) master contract with Ray O’Herron Company, Inc. (Tollway Contract No. 19-0021) for an upper limit of compensation not to exceed \$400,000.00. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Whelen Amber Vehicle Lighting Products and Parts from Ray O’Herron Company, Inc. is approved in an amount not to exceed \$400,000.00. As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

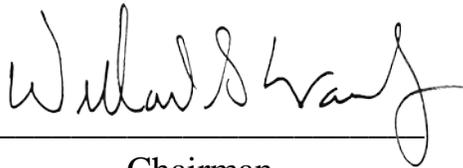
RESOLUTION NO. 21772

Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Crash Attenuator Parts through the Central Management Services (“CMS”) master contract with Energy Absorption Systems, Inc. (Tollway Contract No. 18-0046). 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. 18-0046 by an amount not to exceed \$300,000.00 for the purchase of additional Crash Attenuator Parts. 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. 18-0046 for the purchase of additional Crash Attenuator Parts from Energy Absorption Systems, Inc. is approved in an amount not to exceed \$300,000.00 (increase from \$500,000.00 to \$800,000.00). As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

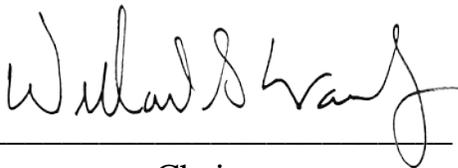
RESOLUTION NO. 21773

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Trailer-Mounted Crash Attenuators through the Central Management Services (“CMS”) master contract with Traffix Devices, Inc. (Tollway Contract No. 19-0015) for an upper limit of compensation not to exceed \$295,733.92. 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 Trailer-Mounted Crash Attenuators from Traffix Devices, Inc. is approved in an amount not to exceed \$295,733.92. As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21774

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Process Improvement and Workforce Analysis Services through the Central Management Services (“CMS”) master contract with RSM US LLP (Tollway Contract No. 19-0057) for an upper limit of compensation not to exceed \$1,064,800.00. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Process Improvement and Workforce Analysis Services from RSM US LLP is approved in an amount not to exceed \$1,064,800.00. As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 21775

Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Technology Professional Services (Contract No. 13-0218) from SDI Presence LLC. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to renew the contract and increase the upper limit of compensation of said contract by an amount not to exceed \$16,700,000.00 for the purchase of additional Technology Professional Services.

Resolution

The renewal and associated increase to the upper limit of compensation of Contract No. 13-0218 for the purchase of additional Technology Professional Services from SDI Presence LLC is approved in an amount not to exceed \$16,700,000.00 (increase from \$14,244,000.00 to \$30,944,000.00). As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 21776

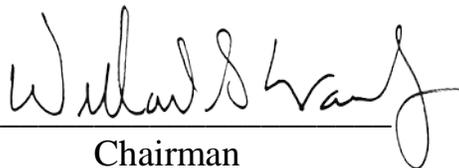
Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Web-Based Plan Room and On-Call Printing Services (Contract No. 13-0187R) from BHFX, LLC. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to amend the contract and increase the upper limit of compensation of said contract by an amount not to exceed \$100,355.22 for the purchase of additional Web-Based Plan Room and On-Call Printing Services.

Resolution

The amendment and associated increase to the upper limit of compensation of Contract No. 13-0187R for the purchase of additional Web-Based Plan Room and On-Call Printing Services from BHFX, LLC is approved in an amount not to exceed \$100,355.22 (increase from \$501,776.08 to \$602,131.30). As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21777

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Health Fair Screening Services. Pursuant to the Tollway’s Invitation for Bid No. 18-0028R, the Tollway has determined that BlueApple Health, LLC is the lowest responsive and responsible bidder for Health Fair Screening Services for an upper limit of compensation not to exceed \$161,875.00.

Resolution

The bid from BlueApple Health, LLC for the purchase of Health Fair Screening Services is accepted. Contract No. 18-0028R is approved in an amount not to exceed \$161,875.00. As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21778

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Traffic Control Channelizers. Pursuant to the Tollway’s Invitation for Bid No. 18-0012, the Tollway has determined that RoadSafe Traffic Systems, Inc. is the lowest responsive and responsible bidder for Traffic Control Channelizers for an upper limit of compensation not to exceed \$117,337.50.

Resolution

The bid from RoadSafe Traffic Systems, Inc. for the purchase of Traffic Control Channelizers is accepted. Contract No. 18-0012 is approved in an amount not to exceed \$117,337.50. As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21779

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Refurbishing Services for Aluminum Sign Blanks and Aluminum Extrusions. Pursuant to the Tollway’s Invitation for Bid No. 17-0088RRR, the Tollway has determined that Midwest Mobile Waterjet, LLC (d.b.a. AWT, LLC) is the lowest responsive and responsible bidder for Refurbishing Services for Aluminum Sign Blanks and Aluminum Extrusions for an upper limit of compensation not to exceed \$627,000.00.

Resolution

The bid from Midwest Mobile Waterjet, LLC (d.b.a. AWT, LLC) for the purchase of Refurbishing Services for Aluminum Sign Blanks and Aluminum Extrusions is accepted. Contract No. 17-0088RRR is approved in an amount not to exceed \$627,000.00. As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21780

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Mobile Column Lifts. Pursuant to the Tollway’s Invitation for Bid No. 16-0081R, the Tollway has determined that Safetylane Equipment Corporation is the lowest responsive and responsible bidder for Mobile Column Lifts for an upper limit of compensation not to exceed \$196,968.40.

Resolution

The bid from Safetylane Equipment Corporation for the purchase of Mobile Column Lifts is accepted. Contract No. 16-0081R is approved in an amount not to exceed \$196,968.40. As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

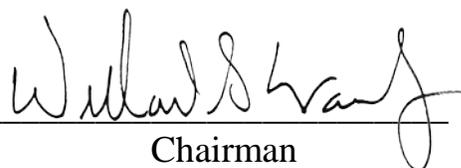
RESOLUTION NO. 21781

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Global Navigation Satellite System Equipment. Pursuant to the Tollway’s Invitation for Bid No. 17-0147R, the Tollway has determined that Cacioppe Communications Companies, Inc. (d.b.a. Topcon Solutions Store) is the lowest responsive and responsible bidder for Global Navigation Satellite System Equipment for an upper limit of compensation not to exceed \$114,240.00.

Resolution

The bid from Cacioppe Communications Companies, Inc. (d.b.a. Topcon Solutions Store) for the purchase of Global Navigation Satellite System Equipment is accepted. Contract No. 17-0147R is approved in an amount not to exceed \$114,240.00. As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21782

Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased John Deere Off-Road Equipment Repairs (Contract No. 16-0127) from West Side Tractor Sales Co. and Buck Bros., Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an aggregate amount not to exceed \$105,000.00 for the purchase of additional John Deere Off-Road Equipment Repairs.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 16-0127 for the purchase of additional John Deere Off-Road Equipment Repairs from West Side Tractor Sales Co. and Buck Bros., Inc. is approved in an aggregate amount not to exceed \$105,000.00 (increase from \$145,159.50 to \$250,159.50). As may be necessary, the Chairman or the Acting Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21783

Background

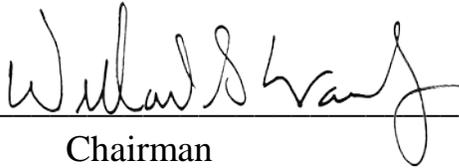
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-18-4430 for Roadway and Bridge Reconstruction, on the Tri-State Tollway (I-294) from Mile Post 20.7 to Mile Post 22.3 (Mile Long Bridge). The lowest responsive and responsible bidder on Contract No. I-18-4430 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$184,551,677.19.

Resolution

Contract No. I-18-4430 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$184,551,677.19, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Acting Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the 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 Acting 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. 21784

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4451 for Pavement and Structural Preservation and Rehabilitation, on the Reagan Memorial Tollway (I-88) from Mile Post 113 (Illinois Route 56) to Mile Post 123.9 (East of Illinois Route 59). The lowest responsive and responsible bidder on Contract No. RR-19-4451 is F. H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$8,190,544.95.

Resolution

Contract No. RR-19-4451 is awarded to F. H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$8,190,544.95, 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 Acting Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the 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: William S. Kravitz
Chairman

RESOLUTION NO. 21785

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4455 for Grading, Erosion Control and Sluice Gate Path Repair, on the Tri-State Tollway (I-294) from Mile Post 44.3 (Dempster Street) to Mile Post 44.6 (Ballard Road). The lowest responsive and responsible bidder on Contract No. RR-19-4455 is Native Landscape Contractors, LLC in the amount of \$395,899.65.

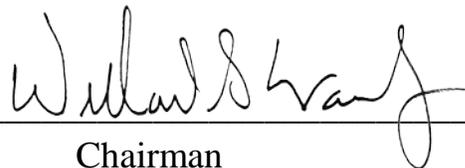
Resolution

Contract No. RR-19-4455 is awarded to Native Landscape Contractors, LLC in the amount of \$395,899.65, 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 Acting Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the 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 Acting 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. 21786

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-18-4443 for Landscape Planting Improvements, on the Jane Addams Memorial Tollway (I-90) from Mile Post 3.3 (Plaza 1 South Beloit) to Mile Post 13.0 (East Riverside Boulevard). The lowest responsive and responsible bidder on Contract No. RR-18-4443 is Cardinal State, LLC in the amount of \$1,059,800.00.

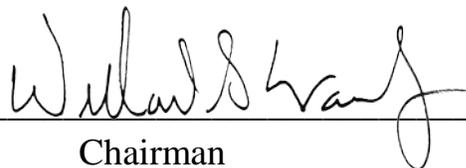
Resolution

Contract No. RR-18-4443 is awarded to Cardinal State, LLC in the amount of \$1,059,800.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Acting Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the 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 Acting 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. 21787

DEFERRED

Chairman determined not to move forward with this resolution at the April Board of Directors meeting.

Background

Resolution

Approved by: _____
Chairman



RESOLUTION NO. 21788

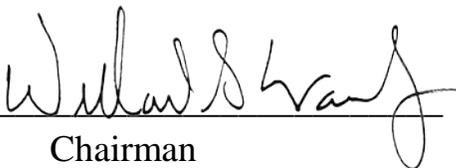
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Corridor Manager Services on the Elgin O’Hare Western Access (EOWA) Corridor (Illinois Route 390/I-490) on Contract No. I-18-4700.

Jacobs Engineering Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$29,500,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Jacobs Engineering Group, Inc. to obtain Design Corridor Manager Services, for Contract No. I-18-4700 with an upper limit of compensation not to exceed \$29,500,000.00, subject to review and approval of the General Counsel. The Chairman or the Acting 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. 21789

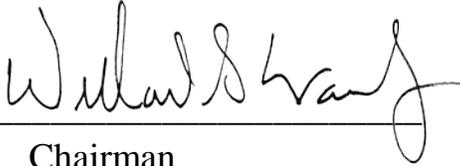
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services Upon Request on the Reagan Memorial Tollway (I-88) and Systemwide on Contract No. RR-18-4434.

Infrastructure Engineering, Inc. 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 Infrastructure Engineering, Inc. to obtain Construction Management Services Upon Request, for Contract No. RR-18-4434 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval of the General Counsel. The Chairman or the Acting 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. 21790

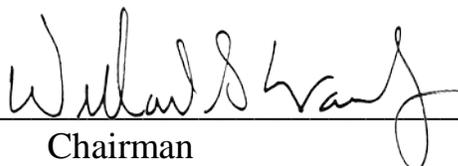
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21395 approved October 26, 2017, entered into an Agreement with HDR Engineering, Inc. on Contract I-17-4296 for Design Services, on the Tri-State Tollway (I-294), from Mile Post 17.8 (95th Street) to Mile Post 20.7 (LaGrange Road).

Per Tollway request, HDR Engineering, Inc. has submitted a proposal to provide Supplemental Design Services for Contract I-17-4296, increasing the contract upper limit by \$2,947,728.00, from \$16,010,435.51 to \$18,958,163.51. It is necessary and in the best interest of the Tollway to accept the proposal from HDR Engineering, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with HDR Engineering, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$2,947,728.00, subject to the approval of the General Counsel. The Chairman or the Acting 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. 21791

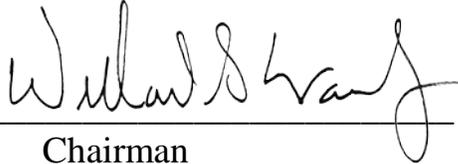
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21401 approved October 26, 2017, entered into an Agreement with Peralte-Clark, LLC on Contract I-17-4310 for Design Services, on the Tri-State Tollway (I-294) from Mile Post 29.1 (East West Connector) to Mile Post 40.0 (Balmoral Avenue).

Per Tollway request, Peralte-Clark, LLC has submitted a proposal to provide Supplemental Design Services for Contract I-17-4310, increasing the contract upper limit by \$336,000.00, from \$479,820.00 to \$815,820.00. It is necessary and in the best interest of the Tollway to accept the proposal from Peralte-Clark, LLC.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Peralte-Clark, LLC consistent with the aforementioned proposal to increase the contract upper limit by \$336,000.00, subject to the approval of the General Counsel. The Chairman or the Acting 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. 21792

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21572 approved May 24, 2018, entered into an Agreement with TransLand Engineering Group, LLC on Contract RR-17-4312 for Construction Management Services, on the Reagan Memorial Tollway (I-88) from Mile Post 123.4 (IL Route 59) to Mile Post 126.9 (Washington Street).

Per Tollway request, TransLand Engineering Group, LLC has submitted a proposal to provide Supplemental Construction Management Services for Contract RR-17-4312, increasing the contract upper limit by \$100,000.00, from \$699,800.00 to \$799,800.00. It is necessary and in the best interest of the Tollway to accept the proposal from TransLand Engineering Group, LLC.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with TransLand Engineering Group, LLC consistent with the aforementioned proposal to increase the contract upper limit by \$100,000.00, subject to the approval of the General Counsel. The Chairman or the Acting Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 21793

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21712 approved on December 20, 2018 entered into an Agreement for Contract No. I-18-4699 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Ramp Construction, on the Jane Addams Memorial Tollway (I-90) from Mile Post 73.20 (Elmhurst Road) to Mile Post 74.50 (Mount Prospect Road) and Elgin O'Hare Western Access (I-490) at Mile Post 6.25. This Change Order provides for additional quantity for drilling and setting soldier piles (in soil), in the amount of \$372,701.40.

Resolution

The Change Order in the amount of \$372,701.40, and the commensurate increase in the upper limit of compensation on Contract No. I-18-4699 is approved and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 21794

Background

The Illinois State Toll Highway Authority (“Tollway”) owns Parcel NS-703-053.1EX (the “Parcel”), which is located on the north side of Archer Avenue and 143rd Street, Lockport, IL, in Will County.

The Parcel is not needed in connection with the maintenance and operation of the Tollway System and will not in the future be needed for any foreseeable improvement to the Tollway System. The Excess Property Committee has declared Parcel NS-703-053.1EX as excess to the Tollway’s needs.

The Parcel was appraised by an Illinois Licensed General Appraiser in the amount of \$45,000.00.

It is in the best interest of the Tollway to sell the Parcel for the appraised value and in accordance with the terms of the sale to Nineflat, LLC.

Resolution

The sale of Parcel NS-703-053.1EX is hereby approved in accordance with the terms and conditions set forth above. The Land Acquisition Manager and the General Counsel are authorized to prepare such documents as are necessary to convey the Parcel and any improvements located thereon to Nineflat, LLC; the Chairman or the Acting Executive Director is authorized to execute any and all documents necessary to transfer said property; and the Chief Financial Officer is authorized to issue warrants in payment of any expenses in connection therewith.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 21795

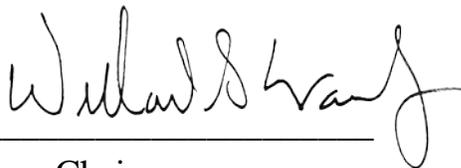
Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Village of Hinsdale (“Village”). The Tollway is working in partnership with the Village to address matters related to rehabilitation and reconstruction of the Central Tri-State, and BNSF Railway Bridge over I-294 (Project). The Tollway is addressing impacts to the Village as part of its Project, and reimbursing the Village for a Village-lead stormwater relief project related to Project work. The cost to the Tollway for Village-lead stormwater work will not exceed \$2,101,087.80.

Resolution

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the Village of Hinsdale in substantially the form attached to this Resolution. The Chairman or the Acting Executive Director is authorized to execute said agreement and the Chief Financial Officer is authorized to issue warrants in payment of any expenses in connection therewith.

Approved by: _____



Chairman

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2019, 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 HINSDALE, 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 continue to ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95th Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), (hereinafter sometimes referred to as "Toll Highway"), including the Burlington Northern Santa Fe Railway (BNSF RR) Bridge (M.P. 26.6, Bridge Number 261), and included in the ILLINOIS TOLLWAY's construction contract(s) are Design Contract #'s RR-14-4222 and I-17-4298, and Construction Contract # I-18-4428 (hereinafter referred to as the "PROJECT") which involve making the following improvements:

Replacement of the structure carrying the BNSF RR over the Tri-State Tollway, including a temporary shoofly bridge carrying the BNSF RR over the Tri-State Tollway, temporary earth embankment supporting shoofly railroad track alignment, pedestrian bridge removal and replacement, mainline pavement and shoulder reconstruction and widening, mainline pavement patching as necessary, drainage improvements, ground improvements consisting of timber piling, permanent and temporary retaining walls, sound walls, erosion control measures and landscaping improvements, maintenance of traffic, temporary and permanent lighting, water main relocation, sidewalk construction, and all work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

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

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* and pursuant to Board approval 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.* and pursuant to Board approval is authorized to

enter into this AGREEMENT; and

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

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

I. RECITALS

- A. The above recitals are hereby incorporated and made a part of this Agreement as if fully set forth herein.

II. ENGINEERING

- A. The ILLINOIS TOLLWAY shall, at its sole expense, perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Cook County Soil and Water Conservation District (SWPPP), Cook County, Flagg Creek Water Reclamation District, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- E. Upon proper application, the VILLAGE shall grant any and all permits the ILLINOIS TOLLWAY requires for its PROJECT. Any such permit shall not be unreasonably withheld by the VILLAGE.

- F. The ILLINOIS TOLLWAY will work with the VILLAGE to develop language that will be a part of Section 103 of the Special Provisions regarding compliance with VILLAGE Ordinance 9-12-2 “Limitations on Noise”.
- G. The ILLINOIS TOLLWAY will provide the VILLAGE with current sound studies, and future sound studies commissioned by the ILLINOIS TOLLWAY that affect any property in the VILLAGE. If the VILLAGE receives complaints regarding noise after completion of the PROJECT, the VILLAGE will provide written notification of noise complaints to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY will investigate the issue, provide a preliminary response within twenty-one (21) calendar days, and cooperate with the VILLAGE to address the complaints. Current Central Tri-State noise analysis reports can be found at: <https://www.illinoistollway.com/outreach/projects-in-your-community/central-tri-state-tollway-i-294#NoiseAnalysis>
- H. ILLINOIS TOLLWAY construction access via the VILLAGE’s streets shall require prior written approval by the VILLAGE which shall not be unreasonably withheld. Local traffic shall be maintained at all times with proper barricades and in accordance with IDOT standards. All local road closures of an extended nature (greater than two (2) days) shall be identified as part of the design plans and submitted to the VILLAGE for further discussion due to potential impacts to VILLAGE infrastructure.
- I. No construction related to the PROJECT will reduce the capacity of the VILLAGE stormwater management systems which are tributary to the ILLINOIS TOLLWAY right-of-way. The ILLINOIS TOLLWAY will provide stormwater management documents including studies, design calculations, plans, specifications, and details to the VILLAGE for those areas within or adjacent to the VILLAGE at 60% design completion and allow twenty-one (21) calendar days for comment from the VILLAGE. Included in these documents, the ILLINOIS TOLLWAY will provide a study specifically to explain the impacts of the proposed ILLINOIS TOLLWAY stormwater management features (ditches, culverts, pipes, detention facilities, etc.) upon the VILLAGE’s storm sewer systems which are tributary to ILLINOIS TOLLWAY right-of-way. This study should include conditions before, during, and after the ILLINOIS TOLLWAY construction. The ILLINOIS TOLLWAY agrees that if it reduces the capacity of the VILLAGE’s stormwater management systems, the ILLINOIS TOLLWAY at its cost, will commence on-site efforts to remedy the problem and reinstate the capacity within two (2) hours of written notice from the VILLAGE with the goal of completing restoration within twenty-four (24) hours. The Illinois Tollway will provide progress reports as requested by the Village until restoration is completed.
- J. In accordance with design review comments provided to the ILLINOIS TOLLWAY within three (3) weeks of receiving plans for review, the ILLINOIS TOLLWAY will construct storm sewers in the disturbed areas to provide adequate drainage to meet the Peirce Park and Veeck Park recreational goals. If

plans change, the VILLAGE will have an opportunity to review changes and provide comments within twenty-on (21) calendar days of notification of plan changes.

III. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all right of way acquisitions (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its written Policies and Procedures.
- B. The real property acquired in fee simple title or through grant of permanent or temporary easement exclusively for construction of I-294, or for other improvements to be maintained by the ILLINOIS TOLLWAY as part of the PROJECT (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.
- C. Parcel plats and legal descriptions for property required for the PROJECT shall conform to the Illinois State Toll Highway Authority format.
- D. Acquisitions needed by the ILLINOIS TOLLWAY from the VILLAGE for the PROJECT have been identified as Fee acquisitions for Parcels TW-5-16-028, TW-5-16-030, TW-5-16-031, TW-5-16-038, TW-5-16-045, TW-5-16-056, TW-5-16-058, TW-5-16-068, , TW-5-16-085, TW-5-16-115 and TW-5-16-133; Permanent Easements for Parcels TW-5-16-056, TW-5-16-058, TW-5-16-068, TW-5-16-115 and TW-5-16-133; and Temporary Easements within Parcels TW-5-16-065, and TW-5-16-068, depicted in “EXHIBIT A”.
- E. The ILLINOIS TOLLWAY shall prepare, or cause to be prepared, all necessary documentation for the acquisitions and record said deed(s) and easement document(s). The deed(s) and easement document(s) shall incorporate the terms of this AGREEMENT by reference. The VILLAGE shall convey said fee and easement parcels, execute any and all documentation required for said conveyance, and provide all other documentation required by the ILLINOIS TOLLWAY in association with said conveyance, at no cost to the ILLINOIS TOLLWAY.
- F. The ILLINOIS TOLLWAY shall convey to the VILLAGE for public purposes, Parcels T-5-359.1 and T-5-359 which are adjacent to Peirce Park and depicted in “EXHIBIT B”.

- G. In accordance with applicable policies the ILLINOIS TOLLWAY will identify and either convey or permit the use of excess land to the VILLAGE for permanent public use throughout the VILLAGE.
- H. It is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT other than as noted herein.
- A. At all locations where utilities are located on VILLAGE rights-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. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.
- B. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. 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 utility or utilities to be adjusted.
- C. In the event that the work proposed by the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- D. 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 and data connections) that are currently in place within the PROJECT limits and must be adjusted due to 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. After award of the construction contract(s), the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the VILLAGE prior to commencement of work on the PROJECT.
- B. The ILLINOIS TOLLWAY will include in its PROJECT a drainage feature(s) that will enclose approximately 100 feet of Flagg Creek adjacent to Peirce Park, to allow the Village to expand the park and include the extended enclosure of the creek in a box culvert into the PROJECT.
- C. The ILLINOIS TOLLWAY will include in its PROJECT screening, consisting of landscaping and/or fencing at the VILLAGE's preference per "EXHIBITB", along the entire length of Peirce Park at its southern edge and adjacent to the railroad tracks to minimize the view of the railroad train cars.
- D. The VILLAGE will provide dates to be included in the ILLINOIS TOLLWAY's Special Provisions restricting work in Peirce Park and Veeck Park. The ILLINOIS TOLLWAY will establish a construction schedule for Peirce Park and Veeck Park that will preclude interruptions to usage of the parks during those dates. The ILLINOIS TOLLWAY agrees that none of the improvements in the parks will be damaged by the work within the temporary easements. Should damage occur within the temporary construction easements during the active recreational activities season that impacts the ability to use the recreational aspects of the parks, the ILLINOIS TOLLWAY will repair or replace any property damaged by ILLINOIS TOLLWAY construction activity within 24 hours of receipt of notice from the VILLAGE. During off season, if repairs are necessary and no exigent circumstances exist, repairs will be made within seven (7) calendar days of receipt of notice from the VILLAGE.
- E. The ILLINOIS TOLLWAY shall construct the new sound wall adjacent to Peirce Park before the existing sound wall is removed. In order to accomplish this, at no additional cost, the ILLINOIS TOLLWAY shall be granted access to the new sound wall locations from Peirce Park.
- F. Immediately following the conclusion of construction in Peirce Park and Veeck Park, the ILLINOIS TOLLWAY will restore all of the areas of the temporary easements in said parks to the same condition they were in prior to the temporary easements.
- G. The ILLINOIS TOLLWAY will include in its PROJECT a new berm north of the existing berm on VILLAGE and existing ILLINOIS TOLLWAY property, along the mainline I-294 frontage adjacent to Veeck Park up to the BNSF that is approximately the same height as the existing berm that will remain.
- H. The ILLINOIS TOLLWAY will include in its PROJECT a new ten-foot tall site screening wall on top of the new berm referenced in Paragraph G above on

VILLAGE right-of-way and plant the agreed upon landscaping in front of the wall as shown on “EXHIBIT C”.

- I. The ILLINOIS TOLLWAY will, at the completion of the temporary easement along the BNSF, reconstruct the grade of the temporary easement to expand Veeck Park up to approximately 25 feet north throughout the temporary easement in order to allow the soccer field to be expanded approximately 25 feet to the north.
- J. The ILLINOIS TOLLWAY will include in its PROJECT the agreed upon landscaping or wall or combination thereof in front of the BNSF to minimize the view of rail cars and maintenance vehicles on the tie-down track from the view of Veeck Park as shown on “EXHIBIT C”.
- K. The ILLINOIS TOLLWAY will include in the first stage of construction for the BNSF portion of the PROJECT replacement of the existing 42-inch sewer pipe where it is located within the ILLINOIS TOLLWAY temporary easement and fee taking within Veeck Park.
- L. The ILLINOIS TOLLWAY will televise and repair the existing 42-inch sewer pipe from the west edge of the temporary easement to County Line Road. Additionally, and subject to agreement of both parties, the ILLINOIS TOLLWAY will replace or line the sewer if the integrity of the sewer is jeopardized during the construction of the railroad shoo-fly. Following completion of construction and before and after restoration, the ILLINOIS TOLLWAY will televise the 42-inch bypass storm sewer for damage and repair as necessary.
- M. Prior to the removal of the over-the-road portion of the existing Hinsdale Oasis, the ILLINOIS TOLLWAY agrees to construct new water lines in order to allow continued supply of water service to the two new Hinsdale Oasis locations and the two existing gas stations.
- N. The VILLAGE will follow the ILLINOIS TOLLWAY’s application process to request historic wayfinding signs for the VILLAGE along the Toll Highway.
- O. The ILLINOIS TOLLWAY agrees to accept approximately 23,000 cubic yards of clean and suitable fill from the Hinsdale Middle School parking deck project, subject to the ILLINOIS TOLLWAY’s approval of environmental testing results, said testing to be completed by the VILLAGE at no cost to the ILLINOIS TOLLWAY. The VILLAGE, at no cost to the ILLINOIS TOLLWAY, will transport the soil to the ILLINOIS TOLLWAY owned property at 7020 N. Frontage Road in Burr Ridge, IL as shown on “EXHIBIT C”, or to a closer location mutually agreeable to both PARTIES.
- P. The ILLINOIS TOLLWAY shall construct new sound walls adjacent to VILLAGE owned land or other areas in the VILLAGE before the existing sound

wall is removed in areas where adjacent property owners support early construction, and where land, access, and schedule permits.

- Q. The ILLINOIS TOLLWAY will work with the VILLAGE on site design and restoration plans in order to extend the existing berm and landscaping that exists in Woodland Park and north of Woodland Park where the ILLINOIS TOLLWAY intends to acquire houses per plans approved by the VILLAGE.
- R. The ILLINOIS TOLLWAY agrees to fund and construct the removal and replacement of the pedestrian bridge over I-294 at approximately the same location.
- S. The ILLINOIS TOLLWAY will work with the VILLAGE to develop a reasonable restoration timeline for completion of the PROJECT.
- T. The ILLINOIS TOLLWAY will monitor ground vibrations in the area of the private residences and the 42-inch bypass storm sewer south of the BNSF lines and west of Veeck Park along Highland Road. The ILLINOIS TOLLWAY will make all such studies immediately available to the VILLAGE. Following completion of construction, and before and after restoration, any and all storm water conveyance features within the PROJECT area including but not limited to the VILLAGE's 42-inch bypass sewer, will be televised and inspected for damage and repaired as necessary by the ILLINOIS TOLLWAY.
- U. VILLAGE roadways impacted by construction activity associated with the PROJECT shall be repaired, resurfaced edge-of pavement to edge-of-pavement and restriped to construction standards and details approved by the VILLAGE.
- V. The ILLINOIS TOLLWAY will support and participate in the VILLAGE's community engagement process for the PROJECT including attending the VILLAGE's regular community meetings with residents to discuss PROJECT issues ("Community Meetings"), including but not limited to those concerning noise levels and erection of sound walls. Community Meetings with VILLAGE residents may be combined with similar meetings conducted with neighboring communities.
- W. The ILLINOIS TOLLWAY shall advertise and receive bids, award contracts, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications within the corporate limits of the VILLAGE.
- X. The ILLINOIS TOLLWAY will conduct regular progress and coordination meetings and/or provide written updates for VILLAGE staff prior to the initiation of construction in the VILLAGE and through contract closeout.

- Y. The ILLINOIS TOLLWAY will replace any and all lost landscaping adjacent to Parcels TW-5-16-028, TW-5-16-030, TW-5-16-031, TW-5-16-045 and TW-5-16-085 as part of its Project.
- Z. The ILLINOIS TOLLWAY will consult with the VILLAGE regarding the final plans for detention on Parcel TW-5-16-038 and will landscape the western portion of said parcel to minimize any negative affect on nearby property.
- AA. The ILLINOIS TOLLWAY will construct its chain link right-of-way fence on Parcels TW-5-16-056 and TW-5-16-133 as far east as possible from the existing path and parking lot in Brook Park. The ILLINOIS TOLLWAY will landscape the area between the path, parking lot and the new right-of-way fence.
- BB. The ILLINOIS TOLLWAY will construct its chain link right-of-way fence on Parcel TW-5-16-058 as far east as possible and will landscape the area between Columbia Drive and the new right-of-way fence.
- CC. The ILLINOIS TOLLWAY agrees to replace lost landscaping to minimize the effect of the acquisition of Parcel TW-5-16-085 to nearby residences.
- DD. The ILLINOIS TOLLWAY will construct its chain link right-of-way fence as far east as possible and will provide landscaping west of the new right-of-way fence for Parcel TW-5-16-115.
- EE. The ILLINOIS TOLLWAY and the VILLAGE will work together to develop a mosquito abatement plan that aligns with ILLINOIS TOLLWAY and VILLAGE abatement practices. This plan will include mosquito abatement activities during construction and after completion of the PROJECT.
- FF. The ILLINOIS TOLLWAY shall secure all access to VILLAGE parks from the ILLINOIS TOLLWAY during non-construction hours.
- GG. The VILLAGE will not allow any ILLINOIS TOLLWAY related construction parking on VILLAGE streets, lots or properties without advance documented approval of the VILLAGE.
- HH. The VILLAGE will lead and the ILLINOIS TOLLWAY will fund the design, construction and construction engineering of a drainage improvement to alleviate flooding west of Veeck Park that will provide stormwater management relief for the VILLAGE and the ILLINOIS TOLLWAY as more specifically set forth in Section IV, Paragraph C.
- II. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's water lines, sanitary sewer

lines and stormwater facilities. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's water lines, sanitary sewer lines and stormwater facilities 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.

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

KK. 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 fourteen (14) calendar days after notice thereof. If the VILLAGE 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 hereto, 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 five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

LL. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Provided however that no such cancellation or alteration shall affect the terms, agreements, and the PARTIES' obligations set forth herein.

V. FINANCIAL

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

- B. Per the cost estimate set forth in “EXHIBIT D”, the ILLINOIS TOLLWAY will pay an amount not to exceed \$2,101,087.80 for flood control work related to the PROJECT.
- C. Upon full execution of this AGREEMENT, and receipt of an invoice from the VILLAGE, the ILLINOIS TOLLWAY will pay to the VILLAGE \$500,000.00 in advance of the flood control related work. Upon award of the contract for the flood control related work, and receipt of an invoice from the VILLAGE, the ILLINOIS TOLLWAY will pay to the VILLAGE \$1,180,870.00 as a portion of its obligation for the flood control related work. Upon completion and close out of the contract for the flood control related work, and receipt of an invoice from the VILLAGE, the ILLINOIS TOLLWAY will pay to the VILLAGE the remainder of its obligation for the flood control related work, not to exceed \$421,000.80.
- D. Included in the preliminary plans is the acquisition of fee interests and permanent and temporary easements in and through certain property owned by the VILLAGE necessary for completion of the PROJECT which are set forth in “EXHIBIT A”. It is mutually agreed by the PARTIES hereto that the ILLINOIS TOLLWAY will not provide any additional compensation to the VILLAGE, for the VILLAGE providing the ILLINOIS TOLLWAY with the partial fee takings and temporary and permanent easements set forth in “EXHIBIT A” for the ILLINOIS TOLLWAY’s PROJECT.
- E. The ILLINOIS TOLLWAY will design and bear the cost of construction of the standard aesthetic treatment for walls parallel to Peirce Park, per “EXHIBIT E”. If the VILLAGE desires staining of the wall and/or specialized form lining other than that depicted on EXHIBIT G, the VILLAGE will provide their preferred design and will bear the cost of the differential between the standard Tollway aesthetic treatments and the requested upgrade.
- F. If reconstruction or resurfacing of the tennis courts in Peirce Park adjacent to the BNSF is necessary due to the ILLINOIS TOLLWAY’s PROJECT, the VILLAGE will retain a designer and contractor to reconstruct or resurface the tennis courts after completion of the BNSF portion of the PROJECT. The VILLAGE will be reimbursed by the ILLINOIS TOLLWAY for such repairs within thirty (30) days of submission of invoice(s).
- G. Under a separate intergovernmental agreement, ILLINOIS TOLLWAY will give the VILLAGE the exclusive right to lease and sublease the two Hinsdale Oases for new commercial or restaurant development. The agreement will preserve the ILLINOIS TOLLWAY’s right to approve any site plan to assure that these new facilities adequately serve the motoring public. The agreement with the VILLAGE will contain terms as favorable as any other similar agreements with other municipalities and consistent with the current lease agreement.
- H. Either the VILLAGE 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 PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. 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.
- D. "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.
- E. "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.
- F. 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.
- G. 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.

- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-294 in its entirety including the banks of Flagg Creek on ILLINOIS TOLLWAY right-of-way.
- B. The ILLINOIS TOLLWAY agrees to maintain all grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the VILLAGE as set forth above;

- C. The ILLINOIS TOLLWAY agrees to maintain all lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway.
- D. The ILLINOIS TOLLWAY agrees to maintain all sound walls installed by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY right of way or for the benefit of the ILLINOIS TOLLWAY and its patrons
- E. The VILLAGE agrees to maintain, or cause to be maintained all sidewalks, bike paths, and any and all fences, landscaping, walls built on VILLAGE owned property as part of the PROJECT.
- F. The VILLAGE agrees to maintain all drainage facilities carrying exclusively VILLAGE drainage.
- G. The VILLAGE agrees to ownership and maintenance of the new 42-inch sewer pipe installed by the ILLINOIS TOLLWAY as part of the PROJECT within Veeck Park upon completion of the PROJECT.
- H. The VILLAGE agrees to assume ownership and maintenance responsibilities of landscaping, wall, and fencing installed by the ILLINOIS TOLLWAY as part of the PROJECT located on VILLAGE property upon completion of the PROJECT.
- I. The PARTIES agree that per a separate agreement, the VILLAGE, the ILLINOIS TOLLWAY and the Village of Western Springs will document the routine maintenance responsibilities, as identified in Section VI., Paragraph D. of this AGREEMENT for the new pedestrian bridge constructed over I-294 by the ILLINOIS TOLLWAY, which is included in the PROJECT; provided however, that it is understood that the ILLINOIS TOLLWAY has agreed to assume maintenance responsibilities of the structural portion of the new pedestrian bridge constructed as part of the PROJECT as identified in Section VI., Paragraph E. of this AGREEMENT. .
- J. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

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

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

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Hinsdale 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 (Tri-State Tollway) and the two Hinsdale Oasis including the service stations subject to the terms set forth in Section V, Paragraph G. The VILLAGE shall retain jurisdiction of Peirce Park, Veeck Park, Woodland Park, Highland Road and all other VILLAGE owned roads/facilities except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full-time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a violation or breach of the terms of this AGREEMENT or a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer of shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution, each party shall have any and all legal and equitable remedies at law.
- G. In the event there is a conflict between the terms contained in this document and the attached exhibit(s), the terms included in this document shall control.

- H. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is 19 East Chicago Avenue, Hinsdale, Illinois 60521.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- N. The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors, the VILLAGE auditor, or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- O. The VILLAGE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

P. 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 State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer

To the VILLAGE: The Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attn: President Thomas Cauley Jr.

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

THE VILLAGE OF HINSDALE

By: _____
Thomas Cauley Jr.
President

Attest: _____

(Please Print Name)

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

By: _____
General Counsel

Date: _____

Approved as to Form and Constitutionality

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

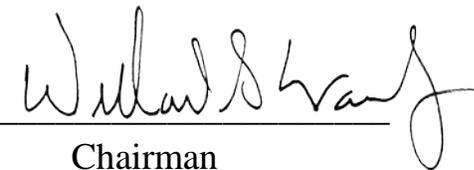
RESOLUTION NO. 21796

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Board of Trustees of the University of Illinois (“University”). The Tollway will sponsor the University’s research project to identify a more effective way of internally curing concrete by reducing autogenous and drying shrinkage of High Performance Concrete, examining how SAP’s are more effective than using saturated Lightweight Aggregate. The research is expected to be performed over 24 months at a cost to the Tollway not to exceed \$320,000.00.

Resolution

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

Approved by: 
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
TO RESEARCH USE OF SUPERABSORBANT POLYMERS
TO IMPROVE DURABILITY**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into this _____ day of _____, 2019, 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 BOARD OF TRUSTEES of the UNIVERSITY OF ILLINOIS, a body politic and corporate of the State of Illinois, hereinafter called the "UNIVERSITY", individually referred to as “PARTY” and collectively as “PARTIES”.

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, approved a 15 year Capital Program, “Move Illinois; *The Illinois Tollway Driving the Future*,” and desires to conduct research for the Use of Superabsorbant Polymers in Concrete to Improve Durability (“PROJECT”);

WHEREAS, this research will examine and document the use of internal curing by Superabsorbant Polymers (“SAP”) to improve durability of ILLINOIS TOLLWAY structures and pavements; and

WHEREAS, the UNIVERSITY has demonstrated the necessary expertise and facilities to perform research for the PROJECT; and

WHEREAS, the UNIVERSITY and the ILLINOIS TOLLWAY by this instrument, intend to outline their respective responsibilities toward implementation and funding for the research and development of the PROJECT. A copy of the UNIVERSITY’s proposal, including all appendices thereto, is incorporated into this AGREEMENT by reference and attached hereto as “EXHIBIT A” (“PROPOSAL”); 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 UNIVERSITY by virtue of its powers as set forth in the “University of Illinois Act,” 110 ILCS 305/1 is authorized to enter into this AGREEMENT; and

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

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

ARTICLE I – SPONSORSHIP/SCOPE

- A. The ILLINOIS TOLLWAY agrees to sponsor the UNIVERSITY in its research, examination, and documentation of the PROJECT.
- B. The UNIVERSITY shall identify a more effective way of internally curing concrete by reducing autogenous and drying shrinkage of High Performance Concrete (“HPC”) for bridge decks and pavement, examining how SAP’s are more effective than using saturated Lightweight Aggregate (“LWA”) for internal water curing, including difficulties in controlling consistency and strength, reducing microcracking, reducing the cost-to-performance ratio compared with the HPC prepared with LWA, and develop ILLINOIS TOLLWAY-specific implementation guidance, tools and specifications for implementation.

ARTICLE II – UNIVERSITY TASKS

- A. To accomplish the overall objectives of the PROPOSAL, a series of five tasks will be undertaken and completed by the UNIVERSITY. The tasks consist of the following:
 - 1. Literature review;
 - 2. Laboratory investigation and comparison of HPC with SAP and LWA;
 - a. Pre-test of SAP for internal curing of HPC
 - b. Materials characterization of HPC with optimized SAP
 - c. Optimization of external curing regimes
 - d. Comparison of HPC mixtures with LWA and SAP
 - 3. Field implementation of HPC with SAP;
 - 4. Materials specifications of HPC internally cured with SAP;
 - a. Qualification tests for SAP
 - b. Specification for HPC with SAP
 - c. Cost analysis of HPC with SAP
 - 5. Final report.
- B. The tasks as outlined in this plan are detailed in EXHIBIT A.

ARTICLE III – UNIVERSITY RESEARCH RESULTS AND APPLICABILITY

- A. Research results are intended to demonstrate feasibility of construction practices, and confirm effectiveness and performance of internal curing with SAP. Deliverables for this PROJECT from the UNIVERSITY to the ILLINOIS TOLLWAY will include:

1. Quarterly progress reports;
 2. Literature review summary;
 3. Laboratory and field testing summary;
 4. Language for updated materials specifications;
 5. Draft final report submitted 45 days prior to end date of the PROJECT, final report submitted within 30 days of the ILLINOIS TOLLWAY's comments. ("Deliverables")
- B. PROJECT results are intended to identify benefits of internal curing with SAP to achieve lower shrinkage, improve hardened properties and overall quality, and provide a longer service life, therefore reducing life cycle cost.

ARTICLE IV – FINANCIAL TERMS

- A. The ILLINOIS TOLLWAY as sponsor will compensate the UNIVERSITY as outlined in this AGREEMENT.
- B. The funding for the PROJECT shall be provided directly by the ILLINOIS TOLLWAY to the UNIVERSITY.
- C. The UNIVERSITY will be paid based upon its invoice(s) which shall include a detailed description of the services performed, administration costs of performance, and all other charges as contemplated by this AGREEMENT in substantial conformance with the PROJECT budget as shown in EXHIBIT A.
- D. The UNIVERSITY shall certify in writing, upon presentment of each invoice hereunder to the ILLINOIS TOLLWAY, that work as invoiced has been actually performed and that the UNIVERSITY is in fact complying with all other provisions of this AGREEMENT. Invoicing shall be sufficiently itemized to permit the ILLINOIS TOLLWAY or its consultant(s) to verify performance of the work so invoiced.
- E. It is mutually agreed that the estimated cost to the ILLINOIS TOLLWAY shall not exceed \$320,000.00 for the twenty-four month (24) term of this AGREEMENT, with an anticipated start date of March 1, 2019.

ARTICLE V – WORK PRODUCTS AND DOCUMENTS

- A. The PARTIES agree no equipment purchases are necessary to complete this PROJECT.
- B. Each PARTY, including its agents and subcontractors, to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the other PARTY in the course of carrying out its responsibilities under this

AGREEMENT (Confidential Data). Any form of data resulting from the finished research and development the PROJECT that is generated from any input data of or from the ILLINOIS TOLLWAY shall be considered Confidential Data. For any remaining data, preferably prior to disclosure or transmission of Confidential Data to the receiving PARTY, the disclosing PARTY shall designate the data or information as being confidential. In order to enforce this provision, the disclosing PARTY must mark all tangible information "confidential" at the time of disclosure, and, within thirty (30) days of an oral or visual disclosure, provide the receiving PARTY a written summary that sufficiently describes the information that receiving PARTY should protect as Confidential Data. Disclosure of Confidential Data, which shall include, but not be limited to written, oral or visual disclosures, shall not be disclosed except as required by law, without the advanced written approval of the other PARTY. The receiving PARTY must return or destroy any and all data collected, maintained, used or resulting from the ILLINOIS TOLLWAY's Confidential Data in the course of the performance of the AGREEMENT at the conclusion of this AGREEMENT, or earlier if requested by the other PARTY. In the alternative, the receiving PARTY's technical contact may provide written certification of the destruction of the Confidential Data to the other PARTY. The foregoing obligations shall not apply to Confidential Data or information lawfully in the receiving PARTY's possession prior to its acquisition from the disclosing PARTY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing PARTY; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving PARTY; is independently developed by the receiving PARTY without the use or benefit of the disclosing PARTY's confidential information; or is explicitly approved in writing for release by the disclosing PARTY. Confidentiality obligations shall be in effect for three (3) years from the date of disclosure. The confidentiality requirements in this Section will not prohibit the UNIVERSITY from publishing as outlined in ARTICLE V., Paragraph E.

- C. If the UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose Confidential Data, the UNIVERSITY will provide prompt notice to the ILLINOIS TOLLWAY prior to responding.
- D. **OWNERSHIP** - Deliverables are those tangible items and the intangible (intellectual) property identified and included in EXHIBIT A. The UNIVERSITY grants the ILLINOIS TOLLWAY shared ownership of all such work product identified and detailed in EXHIBIT A as a Deliverable.
- E. The UNIVERSITY shall have the right to publish or otherwise disclose the results of the research and development, without prior written consent from the ILLINOIS TOLLWAY, except for any Confidential Data as defined in Article V., Paragraph B, after providing a thirty (30) day review and comment period. Publications and disclosures resulting from this AGREEMENT shall acknowledge the ILLINOIS TOLLWAY's contribution and participation.

- F. The UNIVERSITY shall furnish to the ILLINOIS TOLLWAY, no later than the time of the final invoice, or within forty-five (45) days of termination of this AGREEMENT, whichever is earlier, a final technical report summarizing the work performed and the results thereof.

ARTICLE VI – TERM AND TERMINATION

- A. The tasks set forth in EXHIBIT A shall be performed beginning March 1, 2019.
- B. In the event of any termination prior to completion of the research and development of the PROJECT, the amount due to the UNIVERSITY from the ILLINOIS TOLLWAY shall not exceed \$320,000.00, the total cost set forth above in ARTICLE IV. The ILLINOIS TOLLWAY will pay for all costs incurred through the date of termination including all non-cancelable obligations. The UNIVERSITY will furnish to the ILLINOIS TOLLWAY a final technical report summarizing the work performed and results thereof, through the date of termination.

ARTICLE VII – INSURANCE

- A. The UNIVERSITY shall maintain for the duration of the PROJECT, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the research by the UNIVERSITY or its subcontractor(s). UNIVERSITY self-insurance documentation is attached herein as “EXHIBIT B”.

ARTICLE VIII – GENERAL PROVISIONS

- A. The UNIVERSITY shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY in any project where the ILLINOIS TOLLWAY funds are used to research use of superabsorbant polymers in concrete to improve durability. Such acknowledgement shall be made in any project reports or presentations.
- B. Neither PARTY will state or imply in any publication, advertisement, or other medium that any product or service bearing the name of the other PARTY, and manufactured, sold or distributed by that PARTY were approved or endorsed by the other PARTY.
- C. The UNIVERSITY agrees that in the performance of this AGREEMENT and the development of the PROJECT, the UNIVERSITY, including its officers, employees and agents will comply with all applicable state, federal and local statutes, ordinances and regulations.

- D. Subcontracting any portion of this AGREEMENT, except where noted in the UNIVERSITY's PROPOSAL is not permitted without prior written permission of the ILLINOIS TOLLWAY. The UNIVERSITY shall ensure that any and all subcontractors submit bills and invoices in a manner consistent with the terms of this AGREEMENT and UNIVERSITY shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this AGREEMENT.
- E. Each PARTY represents that no person or agency has been employed to solicit, secure or facilitate this AGREEMENT for a commission, percentage, brokerage or contingent fee.
- F. This AGREEMENT may not be assigned or transferred by either PARTY without the prior written consent of the other.
- G. 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.
- H. Wherever in this AGREEMENT approval or review by either the UNIVERSITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- I. In the event of a dispute between the UNIVERSITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Associate Vice Chancellor for Research, Director of Office of Sponsored Programs and Research Administration of the UNIVERSITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- 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. Under penalties of perjury, the UNIVERSITY certifies that its correct Federal Tax Identification number is 37-6000511 and it is doing business as a governmental entity, whose mailing address is University of Illinois, c/o Office of Sponsored Programs and Research Administration, 1901 South First Street, Suite A, Champaign, Illinois 61820-7406.
- L. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

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.

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

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DRAFT

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

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Avijit Ghosh
Comptroller

Date: _____

By: _____
Delegate for Comptroller
Julie Robinson, Assistant Director

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

By: _____
Robert T. Lane
Acting General Counsel

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21797

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Transportation (“Department”). The Tollway is reconstructing the Central Tri-State and will be repairing nine crossroad bridges with shared Tollway-Department maintenance responsibilities. The Department requests, and the Tollway agrees, to perform Department responsibility repairs, subject to reimbursement by the Department to the Tollway. The estimated cost of Department repairs is \$4,160,000.00. The Department agrees to reimburse the Tollway for the actual cost of the repairs.

Resolution

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

Approved by: William S. Kravitz
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

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

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, intends to improve the Central Tri-State Tollway ("I-294") from 95th Street to Balmoral Avenue (hereinafter sometimes referred to as "Toll Highway"), under ILLINOIS TOLLWAY construction contract RR-18-4387, (hereinafter referred to as the "PROJECT"), and the DEPARTMENT shall refer to the PROJECT as Job No. C____, DEPARTMENT Section No. 2018-____; and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT is recommending repairs to nine (9) bridge structures with combined ILLINOIS TOLLWAY and DEPARTMENT maintenance responsibilities; and

WHEREAS, in its April 13, 2018 Letter of Intent ("LOI"), attached hereto as "EXHIBIT A", the DEPARTMENT requested that the ILLINOIS TOLLWAY include in its PROJECT the following repairs on bridges with shared DEPARTMENT and ILLINOIS TOLLWAY maintenance responsibility:

Wolf Road over I-294 (BN 289) (SN 016-2608) MP 36.3 - 36.4

The proposed scope of work includes slope wall modifications, cleaning and painting structural steel, deck repairs, joint repairs, protective shielding, substructure concrete repairs, scarification and thin polymer overlay, drainage system cleaning, and guardrail replacement as necessary to be determined by field inspection during construction.

Cermak Road over I-294 (BN 203) (SN 016-2854) MP 29.5 - 29.6

The proposed scope of work includes deck repairs, joint repairs, protective shielding, scarification and thin polymer overlay, drainage system cleaning, and guardrail replacement as necessary to be determined by field inspection during construction.

31st Street over I-294 (BN 269) (SN 016-0867) MP 28.5 - 28.6

The proposed scope of work includes joint repairs, bearing repairs, substructure concrete repairs, concrete girder repairs, scarification and thin polymer overlay, and guardrail replacement as necessary to be determined by field inspection during construction.

Ogden Avenue (US 34) over I-294 (BN 265) (SN 016-0223) MP 27.5

The proposed scope of work includes deck repairs, joint repairs, bearing repairs, protective shielding, substructure concrete repairs, concrete girder repairs, scarification and thin polymer overlay, drainage system cleaning, and guardrail replacement as necessary to be determined by field inspection during construction.

47th Street over I-294 (BN 255) (SN 016-2609) MP 26.4 - 26.5

The proposed scope of work includes deck repairs, joint repairs, bearing repairs, protective shielding, substructure concrete repairs, concrete girder repairs, scarification and thin polymer overlay, drainage system cleaning, and guardrail replacement as necessary to be determined by field inspection during construction.

47th Street over Flagg Creek (BN 257) (SN 016-0883) MP 26.4 - 26.5

The proposed scope of work includes deck repairs, joint repairs, scarification and thin polymer overlay, drainage system cleaning, and guardrail replacement as necessary to be determined by field inspection during construction.

55th Street over I-294 (BN 251) (SN 016-2610) MP 25.4 -26.5

The proposed scope of work includes deck repairs, joint repairs, bearing repairs, protective shielding, substructure concrete repairs, concrete girder repairs, scarification and thin polymer overlay, drainage system cleaning, and guardrail replacement as necessary to be determined by field inspection during construction.

55th Street over Flagg Creek (BN 253) (SN 016-1032) MP 25.4 - 25.5

The proposed scope of work includes deck repairs, joint repairs, scarification and thin polymer overlay, drainage system cleaning, and guardrail replacement as necessary to be determined by field inspection during construction.

Willow Springs Road over I-294 (BN 187) (SN 016-0538) MP 22.8

The proposed scope of work includes joint repairs, substructure concrete repairs, scarification and thin polymer overlay, drainage system cleaning, and guardrail replacement as necessary to be determined by field inspection during construction; and

WHEREAS, on April 20, 2018, the ILLINOIS TOLLWAY countersigned the EXHIBIT A LOI, and concurred with the DEPARTMENT's request to include the bridge repairs as stated above; and

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

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

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in 605 ILCS 5/101 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the DEPARTMENT as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the DEPARTMENT for its review and comments.
- B. The DEPARTMENT shall review the plans and specifications which impact the DEPARTMENT's maintained highways and facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DEPARTMENT 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 DEPARTMENT shall mean the DEPARTMENT agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the DEPARTMENT maintained highways. In the event of disapproval, the DEPARTMENT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. Notwithstanding, any disapproval by the DEPARTMENT, the ILLINOIS TOLLWAY, after considering the DEPARTMENT's objections, shall proceed as the Chief Engineering Officer of the ILLINOIS TOLLWAY deems appropriate.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX (General Provisions) of this AGREEMENT.
- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DEPARTMENT by the ILLINOIS TOLLWAY.
- 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, Illinois Environmental Protection Agency, etc.) and joint participation and/or

force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- F. The DEPARTMENT will grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way within the PROJECT limits to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by DEPARTMENT.
- G. The ILLINOIS TOLLWAY shall require all construction to any permit 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 on March 30, 2018, as amended, and shall require all work performed within the DEPARTMENT's right of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The acquisition or transfer of Right of Way (ROW) is not required for the construction the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the undersigned that there will be no exchange of any interest in the DEPARTMENT's ROW or the ILLINOIS TOLLWAY's ROW.
- B. In the event the ILLINOIS TOLLWAY identifies areas of the DEPARTMENT's ROW needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to complete the PROJECT, the DEPARTMENT shall, upon the ILLINOIS TOLLWAY's application on the DEPARTMENT's "OPER-1045" form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the DEPARTMENT will waive the contractor's surety bonding requirement. The ILLINOIS TOLLWAY agrees, upon completion of the PROJECT, that those lands used are restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the DEPARTMENT.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the DEPARTMENT, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing DEPARTMENT ROW 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: 1) to ILLINOIS TOLLWAY facilities where they cross DEPARTMENT highway ROW; and 2) to DEPARTMENT facilities improved as part of the PROJECT.
- C. The DEPARTMENT agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing DEPARTMENT ROW, and on proposed DEPARTMENT ROW, where improvements to DEPARTMENT highways are proposed by the DEPARTMENT to be done in conjunction with PROJECT, at no expense 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 ROW, and on proposed ILLINOIS TOLLWAY ROW which are outside areas of the DEPARTMENT jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT.
- E. At all locations where utilities are located on DEPARTMENT ROW and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the DEPARTMENT for any and all out of pocket costs the DEPARTMENT may incur in causing the aforementioned utility or utilities to be adjusted.
- F. At all locations where utilities are located on ILLINOIS TOLLWAY ROW and must be adjusted due to work proposed by the DEPARTMENT, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utilities and issue all permits for the requisite adjustment(s). At all locations where the DEPARTMENT's utilities are located on ILLINOIS TOLLWAY ROW and must be adjusted due to work proposed by the DEPARTMENT or due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The DEPARTMENT agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. In the event that the work proposed by the DEPARTMENT results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system (inclusive of 3rd party fibers and/or ducts), the DEPARTMENT shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.

- H. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the DEPARTMENT, the DEPARTMENT 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, obtain DEPARTMENT concurrence as to the amount of bids (for work to be funded wholly or partially by the DEPARTMENT) before award, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect any of the DEPARTMENT work shall be submitted to the DEPARTMENT for approval prior to commencing such work. The DEPARTMENT shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the DEPARTMENT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DEPARTMENT within fifteen (15) calendar days after delivery to the DEPARTMENT of the proposed deviation or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved by the DEPARTMENT. Notwithstanding any disapproval by DEPARTMENT, the ILLINOIS TOLLWAY may, after considering the DEPARTMENT objections, proceed as the Chief Engineering Officer of the ILLINOIS TOLLWAY deems appropriate.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DEPARTMENT, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar day's written notice to the DEPARTMENT prior to commencement of work on the PROJECT.
- D. The ILLINOIS TOLLWAY shall require its contractor(s) working within the DEPARTMENT's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on March 30, 2018 or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- E. The ILLINOIS TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract(s). The

ILLINOIS TOLLWAY shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DEPARTMENT assisted contracts. Failure by the ILLINOIS TOLLWAY to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the DEPARTMENT deems appropriate.

- F. The ILLINOIS TOLLWAY shall require that the DEPARTMENT, 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 DEPARTMENT 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).
- G. The DEPARTMENT and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the DEPARTMENT's system. The DEPARTMENT shall assign personnel to perform inspections on behalf of the DEPARTMENT of all work included in the PROJECT that affects the DEPARTMENT's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to who has been assigned to perform said inspections.
- H. Notices to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- I. The ILLINOIS TOLLWAY shall give notice to the DEPARTMENT upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DEPARTMENT, and the DEPARTMENT shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the DEPARTMENT does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the parties hereto, the PROJECT shall be deemed accepted by the DEPARTMENT. At the request of the DEPARTMENT, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the DEPARTMENT's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The DEPARTMENT shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- J. 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.

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 DEPARTMENT as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated total cost to the DEPARTMENT to be reimbursed to the ILLINOIS TOLLWAY is \$4,160,000. The estimated total costs include construction, design engineering, construction engineering, mobilization, maintenance of traffic, protective shielding, and contingencies. The cost breakdown per structure is as follows:

1. Wolf Road over I-294 (BN 289) (SN 016-2608)	\$330,000
2. Cermak Road over I-294 (BN 203) (SN 016-2854)	\$575,000
3. 31 st Street over I-294 (BN 269) (SN 016-0867)	\$460,000
4. Ogden Avenue (US 34) over I-294 (BN 265) (SN 016-0223)	\$595,000
5. 47 th Street over I-294 (BN 255) (SN 016-2609)	\$495,000
6. 47 th Street over Flagg Creek (BN 257) (SN 016-0883)	\$390,000
7. 55 th Street over I-294 (BN 251) (SN 016-2610)	\$450,000
8. 55 th Street over Flagg Creek (BN 253) (SN 016-1032)	\$350,000
9. Willow Springs Road over I-294 (BN 187) (SN 016-0538)	<u>\$515,000</u>

The total estimated DEPARTMENT cost..... \$4,160,000.

- D. It is further agreed that notwithstanding the estimated cost, the DEPARTMENT shall be responsible for the actual costs associated with the requested bridge repair work described in the above recitals included in this AGREEMENT.
- E. The DEPARTMENT acknowledges that upon execution of this AGREEMENT, the DEPARTMENT is undertaking a funding commitment to the ILLINOIS TOLLWAY in

relation to completing and funding the PROJECT as described and qualified herein. Subject to State appropriations sufficient to pay such obligations, the DEPARTMENT shall make arrangements to fund its obligations in the described PROJECT as soon as reasonably practicable. It is agreed by the PARTIES that the funding obligation of the DEPARTMENT recited above is, now and at all times hereafter, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled, diminished, or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY until all financial obligations hereunder are fully satisfied.

- F. The DEPARTMENT agrees that upon award of the contract for this PROJECT, obligation of funds by the DEPARTMENT and receipt of an invoice from the ILLINOIS TOLLWAY, the DEPARTMENT will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- G. Either the DEPARTMENT or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE – DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT.
- B. The term "local roadway" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance 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 unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:

Type 1, An intersection where a grade separation structure has been constructed to carry the Toll Highway over the local roadway.

Type 2. An intersection where a grade separation structure has been constructed to carry the local roadway over the Toll Highway.

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 roadway and the Toll Highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-294 in its entirety as part of the PROJECT, access control fencing, and landscaping within ILLINOIS TOLLWAY right of way.
- B. Upon completion of the construction of the PROJECT and acceptance of the improvements performed by the ILLINOIS TOLLWAY on behalf of the DEPARTMENT, the DEPARTMENT agrees to assume full maintenance responsibility of 47th Street over Flagg Creek (DEPARTMENT Structure Number 016-0883, ILLINOIS TOLLWAY Bridge Number 257) and 55th Street over Flagg Creek, DEPARTMENT Structure Number 016-1032, ILLINOIS TOLLWAY Bridge Number 253), including all the facilities, sidewalks, bike paths, and any all fences, walls, or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting roads, etc., or any work the ILLINOIS TOLLWAY is including in the PROJECT for DEPARTMENT at its request, in its entirety.
- C. The Bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph K above and involve in following roadway(s):

Bridge Structure Type	Affected Roadway	DEPARTMENT Structure Number	ILLINOIS TOLLWAY Bridge Number
2	Wolf Road over I-294	016-2608	289
3	Cermak Road (22nd Street) over I-294	016-2854	203
2	31st Street over I-294	016-0867	269
3	US 34 (Ogden Avenue) over I-294	016-0223	265
2	47th Street over I-294	016-2609	255
NA	47th Street over Flagg Creek	016-0883	257
2	55th Street over I-294	016-2610	251
NA	55th Street over Flagg Creek	016-1032	253
2	Willow Springs Road over I-294	016-0538	187

Type 2 – DEPARTMENT Roadway over ILLINOIS TOLLWAY Right of Way

1. The DEPARTMENT has all maintenance responsibility as to the following:
 - a. All DEPARTMENT right of way and DEPARTMENT highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
 - b. The following portions of the grade elevation structure:
 - i. The wearing surface;
 - ii. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - iii. Drainage facilities above structural beams and girders;
 - iv. All lighting except underpass;
 - v. All DEPARTMENT signals, signs, and pavement markings;
 - vi. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - vii. All drainage facilities carrying exclusively DEPARTMENT drainage;
 - viii. Ice and snow removal accomplished in such a manner as to not block or obstruct I-294.
2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth herein, including but not limited to the following:
 - a. All parts of the grade separation structure, including but not limited to beams, girders, slope walls, abutments and piers;

- b. All fences along ILLINOIS TOLLWAY routes, except DEPARTMENT highway overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
- c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
- d. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
- e. All underpass lighting.

Type 3 – DEPARTMENT Roadway over ILLINOIS TOLLWAY Right of Way with partial or complete ramp interchange.

3. For purposes of this AGREEMENT, the DEPARTMENT and the ILLINOIS TOLLWAY shall have the same maintenance responsibilities as defined above for “DEPARTMENT Roadway over ILLINOIS TOLLWAY Right of Way.” The DEPARTMENT maintenance responsibilities include but are not limited to the following:
 - a. All DEPARTMENT right of way, highway roadway and roadway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement making, deceleration and acceleration merging lanes contiguous to the DEPARTMENT highway pavement connecting the DEPARTMENT highway roadway pavement with ILLINOIS TOLLWAY ramps;
 - b. All grassed areas and embankments along DEPARTMENT highway roadway, outside fences installed to protect the Toll Highway;
 - c. All traffic signals on the DEPARTMENT highway and the intersections between the DEPARTMENT highway and the ramps to and from the Toll Highway;
 - d. All guardrails on the DEPARTMENT right of way and highway roadway;
 - e. All drainage facilities on DEPARTMENT highways, except for drainage structures under Toll Highway ramps;
 - f. All lighting on the DEPARTMENT right of way and on areas of the intersection outside the fences installed to protect the Toll Highway.
4. The ILLINOIS TOLLWAY maintenance responsibilities include but are not limited to the following:
 - a. All ramp facilities on Toll Highway right of way or inside fences installed to protect Toll Highway, and all pavement, shoulders, curb and gutter,

pavement marking and delineators of both entrance and exit ramp onto and from the Toll Highway as follows:

- i. At diamond interchanges, or where ramps are signalized, the ILLINOIS TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the DEPARTMENT highway, as well as right turn ramps for which no acceleration merge lane has been developed, to the point of connections with the DEPARTMENT's highway system which point shall be the longitudinal (to the DEPARTMENT highway roadway pavement), construction joint or edge of pavement of the outside (far right) through lane of the DEPARTMENT highway roadway;
- ii. All ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor, roads or through lanes have been developed at the connection with DEPARTMENT highway roadway, or which otherwise do not conform to the description in subparagraph (i) above, the ILLINOIS TOLLWAY shall maintain ramps to a point of connection to the edge of pavement of the outside DEPARTMENT highway roadway through traffic lane (or collector-distributor lane) to its intersection with the outside edge of said ramp;
- iii. At interstate to interstate interchanges, ramps, including traffic surveillance equipment, from one agency to another shall be maintained by the agency from which traffic is exiting to the point of connection of the exit ramp to the receiving agency mainline pavement. Notwithstanding, the ILLINOIS TOLLWAY shall maintain all ramp bridge structures;
- iv. All grassed areas and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the DEPARTMENT as set forth above;
- v. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
- vi. Sound walls installed by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY right of way or for the benefit of the ILLINOIS TOLLWAY and its patrons.

D. The DEPARTMENT agrees that the ILLINOIS TOLLWAY reserves the exclusive right to review the following:

- 1. Any signage affixed to the grade separation structures or placed on ILLINOIS TOLLWAY right of way;
- 2. The permitting of any and all loads traversing the grade separation structure within the limits set forth in Title 92 Chapter 4 Part 2520 Appendix A of the Illinois Administrative Code;

3. Pavement markings, including embedded reflectors;
 4. Standards governing right of way maintenance;
 5. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
 6. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT before such closure;
 7. Attachments to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance; provided, however, that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.
- E. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- F. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocol as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this AGREEMENT.
- G. In the event that either 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 in connection with the ILLINOIS TOLLWAY or DEPARTMENT 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 the other PARTY pursuant to this AGREEMENT.

- H. Signalization and pavement markings at the interchange, if any, will be the control of the DEPARTMENT. Such control shall be subject to reasonable review and approval of signal timing, traffic progression and pavement marking by the ILLINOIS TOLLWAY. The DEPARTMENT consents to the interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude existing traffic from backing up onto ILLINOIS TOLLWAY mainline pavement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of DEPARTMENT highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the DEPARTMENT shall continue to maintain all portions of the PROJECT within the DEPARTMENT's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the DEPARTMENT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. The DEPARTMENT and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the party.
- E. Nothing herein is intended to prevent or preclude the DEPARTMENT and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any interchange for the efficient removal of snow, ice, and debris or for incident management.
- F. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the ILLINOIS TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the ILLINOIS TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to review and comment on all signalization and timing issues that arise within one half (1/2)

mile from the centerline of I-294 on DEPARTMENT owned and maintained roadways. The ILLINOIS TOLLWAY's comments will primarily focus on safety consideration for priority traffic movement off the Toll Highway to prevent backups which may extend onto the mainline pavement.

- G. The DEPARTMENT and the ILLINOIS TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the State of Illinois Department of Transportation (DEPARTMENT) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The DEPARTMENT shall retain jurisdiction of Wolf Road, Cermak Road, 31st Street, U.S. 34 (Ogden Avenue), 47th Street, 47th Street over Flagg Creek, 55th Street, 55th Street over Flagg Creek, and Willow Spring Road; 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. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full-time representative of said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineering Officer of the ILLINOIS TOLLWAY, and the Deputy Director/Region One Engineer of the DEPARTMENT shall meet and resolve the issue. In the event that

they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.

- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be one and the same instrument.
- H. 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.
- I. Under penalties of perjury, the DEPARTMENT certifies that its Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is Illinois Department of Transportation, Region One/District One, 201 W. Center Court, Schaumburg, Illinois 60196.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. This AGREEMENT and the covenants herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- L. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- M. The failure by the ILLINOIS TOLLWAY or the DEPARTMENT to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the DEPARTMENT unless such provision is waived in writing.
- N. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- O. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the DEPARTMENT:

The Illinois Department of
Transportation
201 W. Center Court
Schaumburg, Illinois 60196
Attn: Deputy Director/Region One
Engineer

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

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

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
Randall S. Blankenhorn
Secretary

By: _____
Matt Magalis
Chief Fiscal Officer

Date: _____

Date: _____

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

By: _____
Philip C. Kaufmann
Chief Counsel

Date: _____

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. 21798

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Flagg Creek Water Reclamation District (“FCWRD”). As part of the Central Tri-State reconstruction and future operation, it will be necessary for the Tollway to modify, adjust, protect, relocate, or remove and replace FCWRD facilities. A portion of the facilities relocation is the responsibility of the Tollway, and a portion of the facilities relocation is the responsibility of FCWRD. FCWRD is conveying full ownership of one parcel, and permanent easement over a second parcel as, the cost of which will serve as a reimbursement credit to FCWRD for work performed by the Tollway. Reimbursement costs by FCWRD to the Tollway shall not exceed \$4,938,524.00.

Resolution

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the Flagg Creek Water Reclamation District in substantially the form attached to this Resolution. The Chairman or the Acting Executive Director is authorized to execute said agreement and the Chief Financial Officer is authorized to issue warrants in payment of any expenses in connection therewith.

Approved by: William S. Kravitz
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND
THE FLAGG CREEK WATER RECLAMATION DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this _____ day of _____, 20____ by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter called the “ILLINOIS TOLLWAY”), and THE FLAGG CREEK WATER RECLAMATION DISTRICT, a municipal corporation of the State of Illinois, (hereinafter called the “DISTRICT”), each of the above 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 continue to ensure the safety of the motoring public, intends to improve the Central Tri-State Tollway (“I-294”) from 95th Street to Balmoral Avenue (hereinafter sometimes referred to as the “Toll Highway”), by making improvements under multiple ILLINOIS TOLLWAY construction contracts, (hereinafter referred to as the “PROJECT”). Those improvements include but are not limited to the following:

The widening and reconstruction of the existing mainline between Interstate 55 and U.S. Route 34 (Ogden Avenue), including all mainline bridge structures, reconstructing and widening the existing County Highway 31 Bridge (Plainfield Road) over I-294, reconstructing and widening the Burlington Northern Railway Bridge over I-294, and removal and reconfiguration of the existing Hinsdale Oasis building and structures; and

WHEREAS, the DISTRICT owns, operates and maintains a system of sanitary sewers on, adjacent to and crossing I-294, serving the Villages of Oak Brook, Hinsdale, Western Springs, and Willowbrook (hereinafter called the “FACILITIES”) in or near the areas to be improved by the PROJECT, portions of which will interfere with the construction, operation or maintenance of the PROJECT; and

WHEREAS, the FACILITIES are located on ILLINOIS TOLLWAY right-of-way and on property adjacent to the Toll Highway that may be acquired for the PROJECT, and it is necessary that portions of the FACILITIES be modified, adjusted, protected, relocated, or removed and replaced to avoid interference with the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY and the DISTRICT desire to cooperate in the modification, adjustment, protection, relocation, or removal and replacement of the FACILITIES and the construction of the PROJECT so that the DISTRICT may render continuous service to the public through the use of its FACILITIES without interruption, and so that the construction of the PROJECT may proceed as expeditiously as possible; and

WHEREAS, it is appropriate and in the best interests of the PARTIES to agree upon the manner in which the necessary work to modify, adjust, protect, remove, or relocate and replace the FACILITIES be performed, including design, construction, costs, credits, reimbursement terms, procedures, maintenance, future rights, and future adjustments; and

WHEREAS, the ILLINOIS TOLLWAY and the DISTRICT agree that the ILLINOIS TOLLWAY will design, construct, relocate and protect the FACILITIES that are in conflict with the PROJECT and include the work in the PROJECT contract provisions; and

WHEREAS, the ILLINOIS TOLLWAY and the DISTRICT, by this instrument, desire to determine and establish their respective responsibilities toward design, review and approval of plans, construction, inspection, maintenance, future rights and the costs incurred due to relocation of the FACILITIES; 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 DISTRICT by virtue of its powers as set forth in the "Sanitary District Act of 1917", Code 70 ILCS 2405 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING (DESIGN)

- A. The ILLINOIS TOLLWAY will identify the location of each conflict between the FACILITIES and the PROJECT. The ILLINOIS TOLLWAY will address conflicts in the following order:
 - 1. Attempt to implement a change in the design of the PROJECT.
 - 2. Develop a plan to protect the FACILITIES.
 - 3. Develop a plan to relocate the FACILITIES.

- B. The ILLINOIS TOLLWAY will perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the relocation and protection of the FACILITIES, subject to

reimbursement by the DISTRICT as hereinafter stipulated in Section V. of this AGREEMENT.

- C. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DISTRICT by the ILLINOIS TOLLWAY. The DISTRICT shall review the plans and specifications for the relocation of the FACILITIES submitted by the ILLINOIS TOLLWAY within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DISTRICT within this time period, the ILLINOIS TOLLWAY shall notify the DISTRICT as to the lack of response by the DISTRICT and the DISTRICT shall have an additional five (5) calendar days to respond. If the ILLINOIS TOLLWAY does not receive any comments or objections within this additional period, the DISTRICT's lack of comment or objection shall be deemed approval of the plans and specifications. Approval by the DISTRICT shall mean the DISTRICT agrees with all specifications in the plans, including the alignment, and location and protection of the FACILITIES. In the event of disapproval, the DISTRICT shall detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required for 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.
- E. The FACILITIES shall be designed, constructed and tested in accordance with Standard Specifications for Water and Sewer Construction in Illinois, including but not limited to the M-90 Manual, AWWA Standards, IEPA Regulations and DISTRICT Standards, as provided by the TOLLWAY and with timely approval of the DISTRICT. The PARTIES have agreed that the placement for the FACILITIES shall be in general accordance as depicted in EXHIBIT A.
- F. The TOLLWAY shall make a reasonable effort to construct and arrange the FACILITIES so that the DISTRICT will not need to use the ILLINOIS TOLLWAY's right of way to obtain access to the FACILITIES for repairs, maintenance and replacement. However, if no other means of access is feasible, the ILLINOIS TOLLWAY will allow the DISTRICT reasonable and necessary access to its FACILITIES across defined areas of ILLINOIS TOLLWAY right of way. Except for emergency repairs, which may be

performed with concurrent notice to the ILLINOIS TOLLWAY, such access shall only be with prior approval of the TOLLWAY and by a properly issued ILLINOIS TOLLWAY Permit subject to standard terms and conditions.

- G. Any dispute concerning the plans and specifications shall be resolved in accordance with Section VIII of this AGREEMENT.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY, pursuant to the approved plans shall perform all survey work, prepare all parcel plats and establish legal descriptions necessary to acquire all new right of way interests for the construction and future operation of the PROJECT. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its' written Policies and Procedures.
- B. For purposes of financial consideration, "Right-Of-Way Costs" incurred by the ILLINOIS TOLLWAY shall include the purchase price, court ordered judgments and final settlement amounts. Furthermore, the expenses for title research, survey preparation, appraisal, negotiations, relocation, and court proceedings together with any other incidental expenses typically necessary to effectuate the acquisition of right-of-way shall be included into the final tally of "Right-Of-Way Cost" as addressed in Section V. of this AGREEMENT.
- C. The ILLINOIS TOLLWAY shall provide the DISTRICT with easements consistent with those that currently exist within the limits of the PROJECT. In conveying property interests to the DISTRICT, the ILLINOIS TOLLWAY shall provide the DISTRICT with rights not less than those that currently exist within the limits of the PROJECT.
- D. The Parties agree that this AGREEMENT may involve the DISTRICT conveying fee simple title, and full ownership of Parcel TW-5-16-007-B, and permanent easement to Parcel TW-5-16-007-A to the ILLINOIS TOLLWAY as shown on "EXHIBIT C", attached hereto. Should the DISTRICT proceed with said conveyance, the fair market value of said property interest so conveyed shall serve as a credit toward the amount due and owing from the DISTRICT to the ILLINOIS TOLLWAY as set forth in SECTION V. – Financial. To effectuate the conveyance, the DISTRICT shall execute and deliver a general warranty deed in a form established by the ILLINOIS TOLLWAY. The financial consideration of this conveyance shall be used as a credit in accord with the "Right-Of-Way Cost" addressed in SECTION V. of this AGREEMENT. The total credit for this conveyance will be singularly based upon a determination of Fair Cash Market Value set at the date of this agreement and documented in a written appraisal report prepared by an independent Certified General Appraiser licensed to perform such work in the State of Illinois. Within ten (10) days of receipt of the appraisal, the ILLINOIS TOLLWAY shall provide a copy to the DISTRICT. The

DISTRICT may, within thirty (30) days obtain an appraisal of its own from a Certified General Appraiser licensed to perform such work in the State of Illinois. The District shall provide such appraisal to the ILLINOIS TOLLWAY within ten (10) days of its receipt. If the two appraisal values are within 5% of each other, the value of the property will be the average of the two appraised values. If the two appraised values are not within 5% of each other, the two selected appraisers will, within fifteen (15) days after the DISTRICT'S transmission of its appraisal to the ILLINOIS TOLLWAY, mutually agree upon a third appraiser. The cost of the third appraisal shall be shared equally by the ILLINOIS TOLLWAY and the DISTRICT. The third appraiser shall meet the foregoing qualifications and the third appraiser will provide an appraised value. The third appraiser shall provide his/her determination of value within sixty (60) days after appointment. The value of the property will then be equal to the average of the third appraised value and whichever of the prior appraised values is closest to the third appraised value.

E. Unless specified otherwise, the Grantor will provide the following supporting documentation pursuant to the transference of right-of-way:

1. Original Title Commitment
2. Plat & Legal
3. Appraisal(s)
4. Negotiator's Report
5. Relocation Forms
6. Final Offer Letter
7. Complaint for Condemnation
8. Recorded Lis Pendens
9. Certificate of Publication
10. Preliminary Just Compensation Order
11. Court Order Deposit Receipt(s)
12. Order Vesting Title
13. Tax Exemption Application and Approval
14. Disclosure of Beneficial Ownership
15. Stipulation for Settlement
16. Reordered Final Judgment Order
17. Final Judgment Deposit Receipt
18. Satisfaction of Judgment Order
19. Title Policy (in the amount of purchase less damages.)
20. Invoices and receipts for all associated costs of acquisition.

F. In order to avoid PROJECT delays, the DISTRICT hereby permits and authorizes the ILLINOIS TOLLWAY, its employees, vendors, and/or contractor(s) unrestricted access to use all parcels identified in "EXHIBIT C". Additional consideration and/or financial credit will not be granted pursuant to this interim permission and authorization.

- G. All land conveyances pursuant to this Agreement will be fully executed, tendered and accepted for recordation and all supporting documentation provided before issuance of final payments and before financial credit will be recognized pursuant to SECTION V. of this AGREEMENT.
- H. In accordance with 605 ILCS Sec. 10/11 of the Toll Highway Act, if the DISTRICT FACILITIES are located on property acquired by the ILLINOIS TOLLWAY during original construction or subsequent improvements to the toll highway, the DISTRICT will retain the same rights, responsibilities and obligations to own, operate and maintain such FACILITIES at the new location under the same terms and conditions as applied at the previous location. Any relocation of such FACILITIES for this PROJECT or for future improvements by the ILLINOIS TOLLWAY for a Toll Highway purpose shall be at the sole cost and expense of the ILLINOIS TOLLWAY.
- I. If DISTRICT FACILITIES have been installed under a permit granted by the ILLINOIS TOLLWAY, the DISTRICT will retain the same rights, responsibilities and obligations to own, operate and maintain such FACILITIES under the same terms and conditions as applied before relocation of the FACILITIES. Any relocation of such permitted FACILITIES for this PROJECT or for future improvements by the ILLINOIS TOLLWAY for a toll highway purpose shall be at the sole cost and expense of the DISTRICT.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the DISTRICT, as soon as they are identified, the locations (existing and proposed) of the FACILITIES which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned FACILITIES.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of adjustments to the FACILITIES in the design of improvements.
- C. The DISTRICT agrees to make arrangements for and issue all permits or other authorizations for the PROJECT and cooperate with necessary adjustments located within existing DISTRICT rights-of-way, where relocations of the FACILITIES are to be done in conjunction with the PROJECT. There will be no charge to the ILLINOIS TOLLWAY for such permits.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits or other authorizations for the PROJECT required adjustments to the FACILITIES located on existing ILLINOIS TOLLWAY rights-of-way, and on proposed ILLINOIS TOLLWAY rights-of-way which are outside areas of DISTRICT jurisdiction, where improvements to ILLINOIS TOLLWAY facilities

are proposed to be done as part of the PROJECT. There will be no charge to the DISTRICT for such permits.

- E. At all locations where utilities are located on DISTRICT rights-of-way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the DISTRICT agrees to cooperate with the ILLINOIS TOLLWAY to issue all permits or other authorizations for the requisite adjustments at no cost to the ILLINOIS TOLLWAY.
- F. At all locations where the FACILITIES are located on ILLINOIS TOLLWAY rights-of-way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to approve or amend said permit or other authorizations for the FACILITIES and to abide by all conditions set forth therein.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall receive bids, provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. The ILLINOIS TOLLWAY shall, with the approval of the DISTRICT, construct the required relocation of the FACILITIES for the PROJECT. The relocation of the FACILITIES will be performed by ILLINOIS TOLLWAY contractors and subject to reimbursement by the DISTRICT as depicted in EXHIBIT A and EXHIBIT B, except that the DISTRICT will not be responsible for reimbursement of the costs of landscaping, grading, or other site restoration.
- C. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DISTRICT work shall be submitted to the DISTRICT for approval prior to commencing such work. The DISTRICT shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the DISTRICT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DISTRICT within thirty (30) calendar days after delivery to the DISTRICT of the proposed deviation, the ILLINOIS TOLLWAY shall give notice to the DISTRICT of the lack of response and the DISTRICT shall have five (5) additional calendar days to respond. Should the DISTRICT fail to respond within that additional period, the proposed deviation shall be deemed approved by the DISTRICT.
- D. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DISTRICT, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the DISTRICT prior to commencement of work on the PROJECT.

- E. The DISTRICT shall grant to the ILLINOIS TOLLWAY's contractor(s), subject to reasonable notice, permission to perform work on the FACILITIES in accordance with the final plans and specifications as approved by the DISTRICT.
- F. The DISTRICT shall cooperate with the ILLINOIS TOLLWAY and its contractor(s) to ensure that construction activities required to relocate and/or protect the FACILITIES are coordinated efficiently with the operations of the system.
- G. The ILLINOIS TOLLWAY shall ensure that its contractors repair any damage to machinery, equipment, sewers, or other property of the DISTRICT occasioned by its contractors in the execution of the work under this PROJECT.
- H. All DISTRICT sewers and related property at or adjacent to the site of the work shall be supported and protected from damage or injury by the ILLINOIS TOLLWAY'S contractors during the construction and until the completion of said work.
- I. In the event that the ILLINOIS TOLLWAY'S contractor(s) cause a cessation in the operation of any DISTRICT facilities that is not corrected within twenty-four hours, the DISTRICT may, at its option, have corrective work performed to return its facilities to operational status. All costs associated with such corrective work shall be reimbursed by the ILLINOIS TOLLWAY to the DISTRICT.
- J. Work to the DISTRICT'S FACILITIES by the ILLINOIS TOLLWAY'S contractor(s) shall be guaranteed to be free from defects in material or workmanship for a period of two years after completion of the work. In the event that any defects are detected within the two-year period, the DISTRICT will notify the ILLINOIS TOLLWAY, and the ILLINOIS TOLLWAY shall have corrective work performed within ninety days after notification.
- K. The DISTRICT shall remain responsible for the operation of the FACILITIES during the PROJECT and shall cooperate with the ILLINOIS TOLLWAY and its contractors to construct, protect and relocate the FACILITIES in accordance with the PROJECT plans and specifications.
- L. During construction, the DISTRICT shall continue to maintain all portions of the FACILITIES that are not to be improved or maintained by the ILLINOIS TOLLWAY's contractor(s) pursuant to the approved plans and specifications.
- M. The DISTRICT and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during the progress of work that affects the FACILITIES. The DISTRICT may assign personnel to perform inspections on behalf of the DISTRICT of all work included in the PROJECT that

affects the FACILITIES. The DISTRICT will identify the individual(s) assigned to perform said inspections to the ILLINOIS TOLLWAY.

- N. The ILLINOIS TOLLWAY shall give notice to the DISTRICT upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DISTRICT. The DISTRICT shall inspect the work performed on the FACILITIES no later than seven (7) calendar days after notice thereof. The ILLINOIS TOLLWAY's representative will join in on all such inspections.
- O. In the event said inspections reveal work that does not conform to the approved final plans and specifications, the DISTRICT's representative shall give immediate verbal notice of any deficiency to the ILLINOIS TOLLWAY's representative, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The DISTRICT shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- P. The ILLINOIS TOLLWAY shall have the right, subject to review and approval of the DISTRICT, to cancel or alter any or all portions of the work affecting their FACILITIES 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. The DISTRICT shall not be responsible for reimbursement of the costs of any corrective or restorative work necessitated by such cancellation.
- Q. Prior to the start of any work on the PROJECT, the ILLINOIS TOLLWAY shall provide the DISTRICT with a Certificate of Insurance stating that the DISTRICT, and its trustees, agents, officers and employees are included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s). Such insurance coverage shall be maintained during the entire course of the PROJECT, and for two years thereafter. The ILLINOIS TOLLWAY shall notify the DISTRICT immediately of any cancellation of such insurance coverage. Additionally, the DISTRICT 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). The ILLINOIS TOLLWAY shall immediately notify the DISTRICT of any injury or alleged injury and of any loss, destruction or damage to property of the DISTRICT, and shall furnish the DISTRICT with a statement concerning such injury, damage or loss in such detail as the DISTRICT may require.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. It is mutually agreed to by the PARTIES that the estimated total cost to the DISTRICT for relocation of DISTRICT FACILITIES that affect the PROJECT, including construction, construction management, project management, and contingency costs as depicted in EXHIBIT A and EXHIBIT B is estimated at \$5,678,524.00.
- C. It is further agreed to by the PARTIES that the fair market value of Parcel TW-5-16-007-B, conveyed as full ownership by the DISTRICT to the ILLINOIS TOLLWAY as part of the PROJECT is \$700,000.00, and that the fair market value of Parcel TW-5-16-007-A, conveyed as a permanent easement by the DISTRICT to the ILLINOIS TOLLWAY is \$40,000.00, and that value will be credited to the DISTRICT to reduce the amount of reimbursement due to the ILLINOIS TOLLWAY under this AGREEMENT.
- D. It is further agreed to by the PARTIES that the cost to the DISTRICT shall not exceed \$4,938,524.00, and any increase in that amount shall be borne entirely by the ILLINOIS TOLLWAY unless the increase results from a change sought by the DISTRICT which is not shown or described in the final approved plans and specifications or as otherwise agreed by the PARTIES.
- E. It is mutually agreed by the PARTIES hereto that the ILLINOIS TOLLWAY will pay the initial costs of the relocation of the FACILITIES, with no interest charges.
- F. The DISTRICT agrees that subsequent to the full execution of this AGREEMENT, upon award of the construction contract(s) for the PROJECT, the ILLINOIS TOLLWAY shall invoice the DISTRICT according to the following plan:
 - An amount not less than \$250,000.00 due on the first anniversary of the full execution of this AGREEMENT
 - An amount not less than \$250,000.00 due on the second anniversary of the full execution of this AGREEMENT
 - The remainder of the DISTRICT'S obligation, as outlined in Section V., Paragraph D. of this AGREEMENT, based on final actual costs in a lump sum on due on the third anniversary of the full execution of this AGREEMENT

VI. MAINTENANCE - DEFINITIONS

- A. The term "FACILITIES" refers the system of sanitary sewers adjacent to and crossing I-294 owned and operated by the DISTRICT.
- B. As used herein, the terms "maintenance" or "maintain" mean keeping the facility maintained in good and sufficient repair and appearance. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day maintenance of the Toll Highway or the FACILITIES, including compliance with state laws and local ordinances.
 2. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition that presents a disruption in service to its customers, or imminent danger or destruction to the ILLINOIS TOLLWAY or DISTRICT FACILITIES.
 3. 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.
 4. 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.
 5. 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.
 6. 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. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities of I-294 in its entirety.
- B. It is understood and agreed by the PARTIES that the DISTRICT shall retain maintenance responsibilities for its FACILITIES in their entirety. During construction the contractor shall be responsible for the continued operation of all FACILITIES to be relocated or affected by the PROJECT.
- C. In the event the DISTRICT fails to maintain the FACILITIES located on ILLINOIS TOLLWAY property in their entirety and the ILLINOIS TOLLWAY is required to repair, protect and/or maintain such FACILITIES to protect the integrity of the ILLINOIS TOLLWAY's property and/or the motoring public from imminent danger, the DISTRICT agrees to reimburse the ILLINOIS TOLLWAY for the cost of the emergency maintenance and repairs plus 10% for overhead within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.
- D. Following completion of the PROJECT, the DISTRICT shall bear the financial responsibility for any and all operation and/or maintenance of the FACILITIES located at and on ILLINOIS TOLLWAY property in their entirety.
- E. The DISTRICT agrees to notify the ILLINOIS TOLLWAY whenever access is necessary to inspect or maintain the FACILITIES on ILLINOIS TOLLWAY property with a minimum forty-eight (48) hours advance notice. In the case of an emergency, the DISTRICT will notify the ILLINOIS TOLLWAY as soon as reasonably possible. All work shall be in accordance with the terms and conditions of the ILLINOIS TOLLWAY's permitting process.
- F. During construction, the DISTRICT shall continue to maintain all portions of the FACILITIES that are not included in the PROJECT.
- G. All items of construction which are stipulated in this AGREEMENT to be maintained by the DISTRICT shall, upon completion of construction, final inspection, and acceptance by the DISTRICT, shall be the sole maintenance responsibility of the DISTRICT; provided, however, that following acceptance by the DISTRICT, a two (2) year warranty period shall commence during which the ILLINOIS TOLLWAY shall bear financial responsibility for necessary repairs that are determined not to be the result of intentional or negligent acts of the DISTRICT or other non-ILLINOIS TOLLWAY party.

VIII. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Flagg Creek Water Reclamation District, and the Illinois State Toll Highway Authority.

- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by the DISTRICT, 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 DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the DISTRICT's FACILITIES work, or a dispute concerning the plans and specifications for the DISTRICT's FACILITIES work, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the DISTRICT's Acting Executive Director shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the DISTRICT's FACILITIES, the decision of the DISTRICT's Acting Executive Director 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.
- F. In the event there is a conflict between the terms contained in this document and the attached Exhibits, the terms included in this document shall control.
- G. The ILLINOIS TOLLWAY, to the extent permitted by law, covenants and agrees that it shall be solely responsible for and will pay for injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the DISTRICT, its Trustees, officers, agents and employees, arising out of or in consequences of the work on the PROJECT or which may in anywise result therefrom. To the extent permitted by law, the ILLINOIS TOLLWAY hereby agrees to defend, indemnify and hold harmless the DISTRICT, its Trustees, officers, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the DISTRICT, its Trustees, officers, agents and employees, arising out of or in consequence of the performance of this work by the ILLINOIS TOLLWAY, or which may in anywise result therefrom, and the ILLINOIS TOLLWAY shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be

rendered against the DISTRICT, its Trustees, officers, agents and employees, in any such action, the ILLINOIS TOLLWAY shall, at his own expense, satisfy and discharge the same. The ILLINOIS TOLLWAY expressly understands and agrees that any performance bond or insurance protection required by this ILLINOIS TOLLWAY or otherwise provided by ILLINOIS TOLLWAY, shall in no way limit this responsibility to indemnify, keep and save harmless and defend the DISTRICT, its Trustees, officers, agents and employees, as herein provided. The ILLINOIS TOLLWAY further agrees that so much of the money due it under and by virtue of this Agreement, as shall be considered necessary by the Board of Trustees of the DISTRICT, may be retained by the DISTRICT to protect itself against loss until such claims, suits or judgments shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the Board of Trustees of the DISTRICT.

- H. The ILLINOIS TOLLWAY shall ensure that no liens are filed against the DISTRICT or against DISTRICT property during the Work, and shall, upon notification of any such lien, take such action as is necessary to have the lien satisfied and removed. The ILLINOIS TOLLWAY shall notify the DISTRICT within ten (10) days of the filing of any lien against the DISTRICT or DISTRICT property.
- I. 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.
- J. The DISTRICT certifies that it is doing business as a governmental entity, its correct Federal Tax Identification number is 366001277 and its mailing address is Flagg Creek Water Reclamation District, 7001 North Frontage Road, Burr Ridge, Illinois 60527.
- K. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- L. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract(s) covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- N. The failure by the ILLINOIS TOLLWAY or the DISTRICT 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 DISTRICT unless such provision is waived in writing.

- O. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois for State claims and the Northern District of Illinois for Federal claims.
- P. 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 DISTRICT:

Flagg Creek Water Reclamation
District
7001 North Frontage Road
Burr Ridge, Illinois 60527
Attn: Executive Director

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

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

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DRAFT

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

THE FLAGG CREEK WATER RECLAMATION DISTRICT

By: _____
James Liubicich
Acting Executive Director

Attest: _____
Thomas J. Walsh
Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

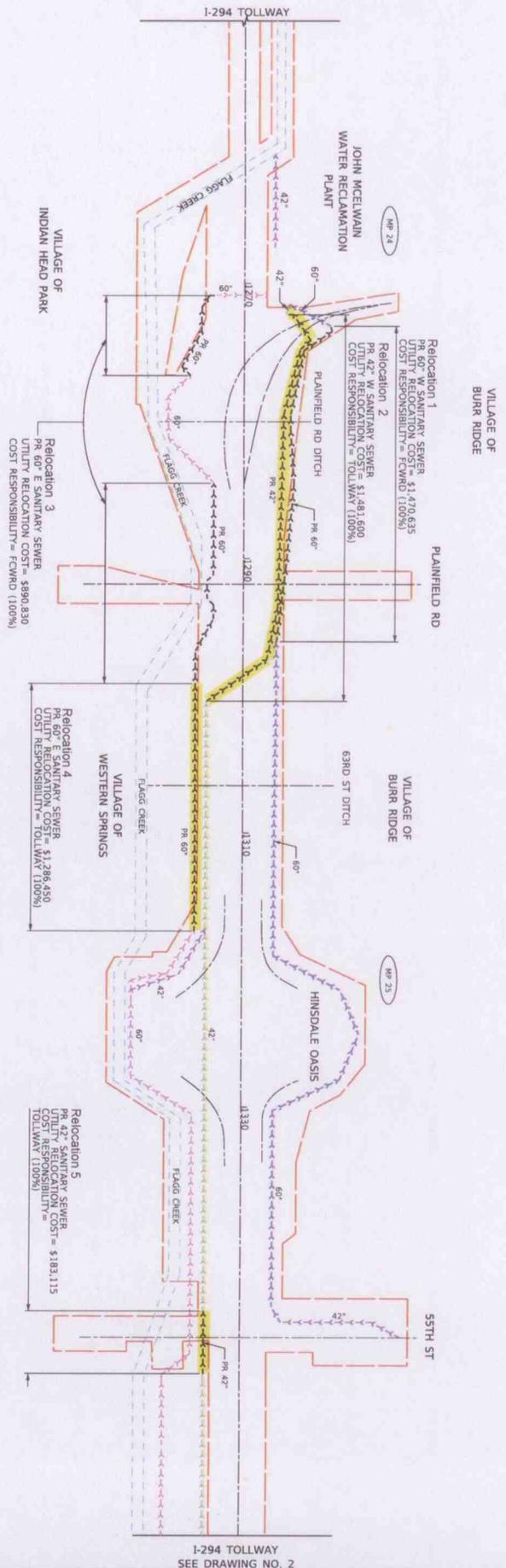
By: _____
Executive Director

Date: _____

Approved as to Form and Constitutionality

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

Exhibit "A"



- LEGEND:**
- EXISTING TOLLWAY RIGHT OF WAY
 - FCWRD SANITARY SEWER (1928)
 - FCWRD SANITARY SEWER (1957)
 - FCWRD SANITARY SEWER (1972)
 - FCWRD SANITARY SEWER (1985)
 - PROPOSED FCWRD SANITARY SEWER
 - ILLINOIS TOLLWAY COST RESPONSIBILITY

NOTE: 1.) UTILITY RELOCATION COSTS SHOWN INCLUDES PROPOSED SEWER LINE COSTS, COST TO ABANDON/FILL EXISTING SEWER, AND PROPOSED SEWER STRUCTURE COSTS. OTHER ASSOCIATED COSTS, SUCH AS GENERAL CIVIL ITEMS AND EROSION CONTROL, ARE NOT INCLUDED.
2.) COSTS ARE SHOWN IN 2018 DOLLARS AND DOES NOT INCLUDE 20% CONTINGENCY, CONSTRUCTION MANAGEMENT FEE OR PROJECT MANAGEMENT FEE.
3.) ONLY IN-SERVICE FCWRD SEWERS ARE SHOWN. ABANDONED SEWERS ARE NOT DEPICTED.

PLOT TIME: * * * * *
PLOT DATE: * * * * *
DRAWN BY: LMN DATE 12/27/18
CHECKED BY: KMD DATE 12/27/18



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNS GROVE
ILLINOIS 60515

NO.	DATE	REVISIONS

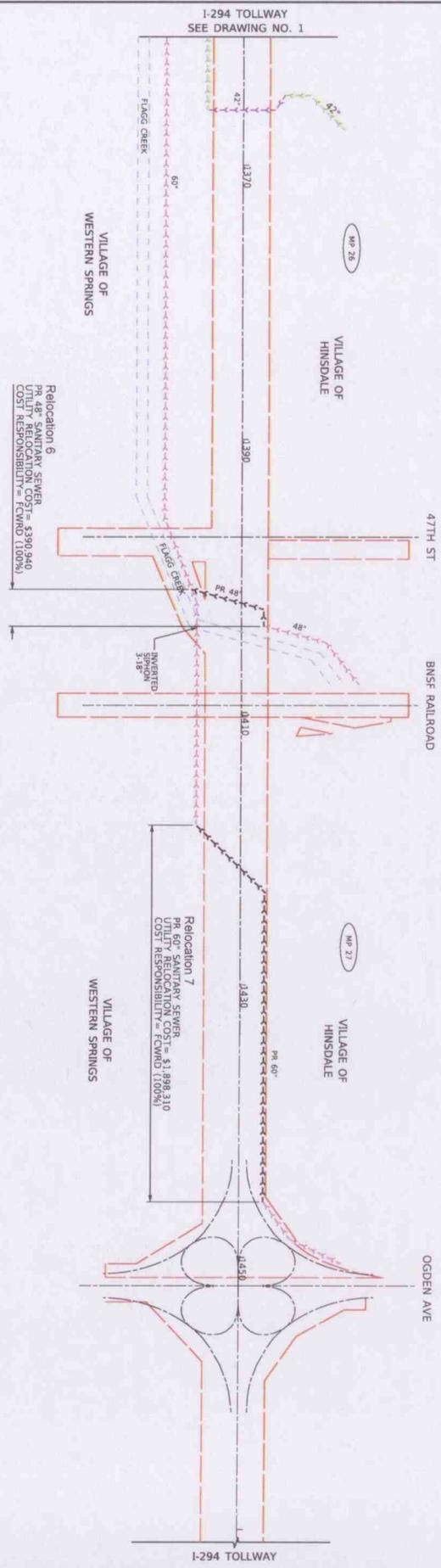
CONTRACT NO. I-17-4298 (FCWRD)
PROPOSED FCWRD SANITARY SEWER
TOTAL COST RESPONSIBILITY

EX-3
DRAWING NO. 1 OF 2



I-294 TOLLWAY
SEE DRAWING NO. 2

Exhibit "A"



- LEGEND:**
- EXISTING TOLLWAY RIGHT OF WAY
 - FOWRD SANITARY SEWER (1928)
 - FOWRD SANITARY SEWER (1957)
 - FOWRD SANITARY SEWER (1972)
 - FOWRD SANITARY SEWER (1985)
 - PROPOSED FOWRD SANITARY SEWER
 - ILLINOIS TOLLWAY COST RESPONSIBILITY

NOTE: 1.) UTILITY RELOCATION COSTS SHOWN INCLUDES PROPOSED SEWER LINE COSTS, COST TO ABANDON/FILL EXISTING SEWER, AND PROPOSED SEWER STRUCTURE COSTS. OTHER ASSOCIATED COSTS, SUCH AS GENERAL CIVIL ITEMS AND EROSION CONTROL, ARE NOT INCLUDED.
 2.) COSTS ARE SHOWN IN 2018 DOLLARS AND DOES NOT INCLUDE 20% CONTINGENCY, CONSTRUCTION MANAGEMENT FEE OR PROJECT MANAGEMENT FEE.
 3.) ONLY IN-SERVICE FOWRD SEWERS ARE SHOWN.
 ABANDONED SEWERS ARE NOT DEPICTED

DRAWN BY	LMN	DATE	12/27/18		THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 OGDEN AVENUE DOWNERS GROVE, ILLINOIS 60515	NO.	DATE	REVISIONS	CONTRACT NO. I-17-4298 (FCWRD) PROPOSED FOWRD SANITARY SEWER TOTAL COST RESPONSIBILITY	EX-3
CHECKED BY	KMD	DATE	12/27/18							

Exhibit "B"

Relocation 1

60" SANITARY SEWER (West 60)	FCWRD	FOOT	2,249	\$450.00	\$1,012,050
60" SANITARY SEWER (West) - Ductile Iron Pipe	FCWRD	FOOT	51	\$1,200.00	\$61,200
7' MANHOLE (60" W)	FCWRD	EACH	6	\$8,000.00	\$48,000
4' INLINE MANHOLE (60" W)	FCWRD	EACH	4	\$3,500.00	\$14,000
ABANDONED / FILLED (West 60")	FCWRD	FOOT	2,313	\$145.00	\$335,385
Total					\$1,470,635

Relocation 3

60" SANITARY SEWER (East 60)	FCWRD	FOOT	1,332	\$450.00	\$599,400
60" SANITARY SEWER - Ductile Iron Pipe (East 60)	FCWRD	FOOT	39	\$800.00	\$31,200
7' MANHOLE (60" E)	FCWRD	EACH	5	\$8,000.00	\$40,000
4' INLINE MANHOLE (60" E)	FCWRD	EACH	6	\$3,500.00	\$21,000
ABANDONED / FILLED (East 60")	FCWRD	FOOT	1,374	\$145.00	\$199,230
Total					\$890,830

Relocation 6

48" SANITARY SEWER (West 48)	FCWRD	FOOT	84	\$390.00	\$32,760
48" SANITARY SEWER - Jacked In Place (Crossing Tollway)	FCWRD	FOOT	376	\$800.00	\$300,800
7' MANHOLE (West 48")	FCWRD	EACH	1	\$8,000.00	\$8,000
6' MANHOLE (East 48")	FCWRD	EACH	2	\$5,500.00	\$11,000
ABANDONED / FILLED (48")	FCWRD	FOOT	404	\$95.00	\$38,380
Total					\$390,940

Relocation 7

60" SANITARY SEWER (West 60)	FCWRD	FOOT	2,264	\$450.00	\$1,018,800
60" SANITARY SEWER - Jacked In Place (Crossing Tollway)	FCWRD	FOOT	371	\$1,200.00	\$445,200
7' MANHOLE (60")	FCWRD	EACH	1	\$8,000.00	\$8,000
8' MANHOLE (60")	FCWRD	EACH	2	\$8,500.00	\$17,000
4' INLINE MANHOLE (60")	FCWRD	EACH	6	\$3,500.00	\$21,000
ABANDONED / FILLED (60")	FCWRD	FOOT	2,678	\$145.00	\$388,310
Total					\$1,898,310

Total relocation cost:		\$4,650,715
Contingency of 10%:		\$465,072
Total construction and site:		\$5,115,787
CM CCM Fee:	(8% of total construction and site)	\$409,263
Project Management fee:	(3% of total construction and site)	\$153,474
Total Project Cost:		\$5,678,524
Less Cost of Parcel TW-5-16-007-A (Easement):		(\$40,000)
Less Cost of Parcel TW-5-16-007-B (Full Ownership):		(\$700,000)
FCRWD Reimbursement to Illinois Tollway:		\$4,938,524

RESOLUTION NO. 21799

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding worker’s compensation claims with Kenneth Nudo as recommended by defense counsel Ganan & Shapiro. It is in the best interest of the Tollway to settle in accordance with the negotiated terms.

Resolution

The settlement of Kenneth Nudo’s workers compensation claim is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chairman or the Acting Executive Director and the General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all adjunct legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:


Chairman

RESOLUTION NO. 21800

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into a settlement agreement with BNSF Railway Company for the acquisition of the real estate parcels necessary to reconstruct the I-294 mile long bridge.

Resolution

The proposed real estate settlement is approved consistent with the terms and conditions as presented to the Board of Directors in Executive Session. The General Counsel is authorized to prepare an agreement and any other necessary documents, and the Chairman or the Acting Executive Director is authorized to execute said documents and the Chief Financial Officer is authorized to issue warrants in payment of any expenses in connection therewith.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 21801

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into a Collective Bargaining Agreement with Local 700 State and Municipal Teamsters and Chauffeurs Union, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (“Teamsters, Local 700”), effective March 1, 2018 through February 28, 2022.

Resolution

The Chief of Administration and the General Counsel are authorized to finalize a Collective Bargaining Agreement between The Illinois State Toll Highway Authority and Teamsters, Local 700, in accordance with the terms and conditions presented to the Board. The Chairman or the Acting Executive Director is authorized to execute said Agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman