

RESOLUTION NO. 21969

Background

Pursuant to Article III, Section 3 of The Illinois State Toll Highway Authority's ("Tollway") By-Laws, the Board of Directors ("Board") shall biennially select a Secretary, who shall be present at all board meetings and keep accurate records of those meetings and shall have all necessary powers incident to the performance of the office and such other duties as from time to time may be authorized, ordered or directed by the Board or the Chairman.

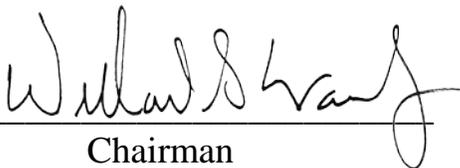
In accordance with the foregoing, it is in the best interest of the Tollway to appoint a Secretary and certain qualified employees as Assistant Secretaries to perform the duties of the appointed Secretary when that individual is unable or unavailable to perform such duties.

Resolution

Ms. Christi Regnery is appointed Secretary and Open Meetings Act Designee of the Tollway effective March 26, 2020. The Executive Director is authorized to establish a reasonable salary and standard Tollway employee benefits for the Secretary. As Secretary, Ms. Regnery shall be responsible for the day-to-day management of Board-related operations, reporting to the Chairman and the Board of Directors, and shall perform all duties for the Tollway consistent with this appointment.

The Tollway appoints Ms. Janet Long and Ms. Tammy Mayfield as Assistant Secretaries and Open Meetings Act Designees of the Tollway effective March 26, 2020. Either Ms. Long or Ms. Mayfield, collectively or individually, shall have the authority to exercise all of the powers of the Secretary due to vacancy in the role of Secretary or as directed by the Chairman when the Secretary is unable or unavailable to perform certain duties ordinarily performed by the Secretary. No additional compensation shall be paid said individuals for performing the services of Assistant Secretary.

Approved by:


Chairman

RESOLUTION NO. 21970

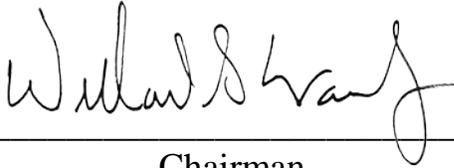
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to immediately procure I-PASS Distribution and Back-End Support Services *via* Emergency Contract No. 19-0203 pursuant to 30 ILCS 500/20-30 and JCAR Section 1.2030 of the Central Procurement Authority of the Chief Procurement Officer for General Services. These goods and/or services are being procured from IGOR The Watchdog Corp. for an upper limit of compensation not to exceed \$350,000.00.

Resolution

The emergency procurement of I-PASS Distribution and Back-End Support Services from IGOR The Watchdog Corp. is accepted. Contract No. 19-0203 is approved in an amount not to exceed \$350,000.00.

The Chairman/Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. 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. 21971

Background

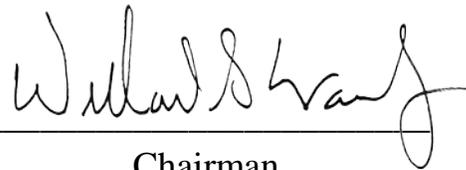
The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring a Fuel Management System Upgrade through the Unified Procurement Program contract with AssetWorks, LLC (Tollway Contract No. 20-0021) for an upper limit of compensation not to exceed \$150,803.82. These goods and/or services are being obtained pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525, *et seq.*

Resolution

Utilization of the Unified Procurement Program contract with AssetWorks, LLC for the purchase of a Fuel Management System Upgrade is approved in an amount not to exceed \$150,803.82.

The Chairman/Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. 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. 21972

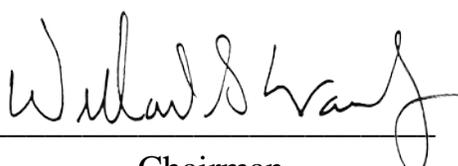
Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Carbon Monoxide Detectors and Parts. Pursuant to the Tollway’s Invitation for Bid No. 18-0018, the Tollway has determined that Cicero Mfg. & Supply Company, Inc. is the lowest responsive and responsible bidder for Carbon Monoxide Detectors and Parts for an upper limit of compensation not to exceed \$164,611.00 for an initial five-year term and an amount not to exceed \$65,844.40 for a possible two-year renewal term.

Resolution

The bid from Cicero Mfg. & Supply Company, Inc. for the purchase of Carbon Monoxide Detectors and Parts is accepted. Contract No. 18-0018 is approved in an amount not to exceed \$164,611.00 for an initial five-year term and an amount not to exceed \$65,844.40 for a possible two-year renewal term.

The Chairman/Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. 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. 21973

Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Job Order Contracting for General Construction Services, Contract No. 15-0081, from Old Veteran Construction, Inc., Anchor Mechanical, Inc., AGAE Contractors, Inc., McDonagh Demolition, Inc., Robe, Inc., and F.H. Paschen, S.N. Nielsen & Associates 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 aggregate amount not to exceed \$18,000,000.00 for the purchase of additional Job Order Contracting for General Construction Services.

Resolution

The amendment and associated increase to the upper limit of compensation of Contract No. 15-0081 for the purchase of additional Job Order Contracting for General Construction Services from Old Veteran Construction, Inc., Anchor Mechanical, Inc., AGAE Contractors, Inc., McDonagh Demolition, Inc., Robe, Inc., and F.H. Paschen, S.N. Nielsen & Associates LLC is approved in an aggregate amount not to exceed \$18,000,000.00 (increase from \$57,500,000.00 to \$75,500,000.00).

The Chairman/Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. 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. 21974

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-19-4481 for Roadway and Bridge Reconstruction on the Tri-State Tollway (I-294), Mile Post 19.4 to Mile Post 20.7 (Archer Ave. IL-171 Interchange). The lowest responsive and responsible bidder on Contract No. I-19-4481 is Lorig Construction Company in the amount of \$41,321,997.95.

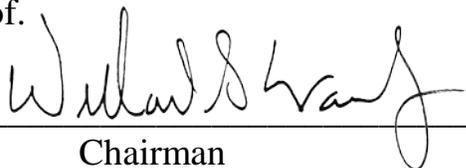
Resolution

Contract No. I-19-4481 is awarded to Lorig Construction Company in the amount of \$41,321,997.95, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21975

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-19-4507 for Shoulder Rehabilitation, Retaining Wall and Noise Abatement Wall Construction on the Tri-State Tollway (I-294), Mile Post 22.3 (75th Street) to Mile Post 24.1 (I-55 ramps). The lowest responsive and responsible bidder on Contract No. I-19-4507 is Judlau Contracting, Inc. in the amount of \$9,233,181.12.

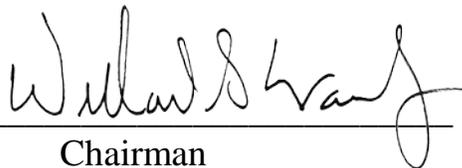
Resolution

Contract No. I-19-4507 is awarded to Judlau Contracting, Inc. in the amount of \$9,233,181.12, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21976

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-18-4704 for Advance Earthwork, Drainage and Retaining Wall Construction on the Elgin O’Hare Western Access (I-490), Mile Post 4.3 (Devon Ave.) to Mile Post 5.6 (South of Touhy Ave.). The lowest responsive and responsible bidder on Contract No. I-18-4704 is Curran Contracting Company, in the amount of \$48,248,248.00.

Resolution

Contract No. I-18-4704 is awarded to Curran Contracting Company, in the amount of \$48,248,248.00, subject to (i) final determination by the State of Illinois’ Chief Procurement Officer for General Services (“CPO-GS”) of any protest pertaining, in any way, to the solicitation of, or award of, Contract No. I-18-4704, and (ii) all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the Tollway and the bidder.

Regarding (i) above, if the CPO-GS grants any protest pertaining to the solicitation of, or award of, Contract No. I-18-4704, the Executive Director is authorized to approve an award of Contract No. I-18-4704 consistent with the CPO-GS’s final determination and in accordance with the applicable contract award requirements, and execution of all contract documents by the Tollway and the bidder that successfully protested the solicitation and/or award. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to said bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Regarding (ii) above, if Curran Contracting Company 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

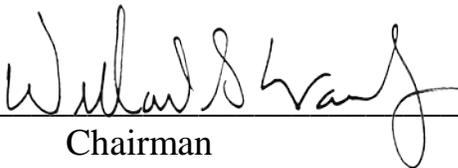
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RESOLUTION NO. 21976

Resolution – continued

contract award requirements, and execution of all contract documents by the Tollway and the bidder. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21977

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-18-4705 for Elgin O’Hare Western Access Tollway (I-490) Interchange Construction on the Jane Addams Memorial Tollway (I-90), Mile Post 73.5 (Higgins Creek) to Mile Post 74.7 (Mount Prospect Road). The lowest responsive and responsible bidder on Contract No. I-18-4705 is Judlau Contracting, Inc., in the amount of \$83,353,068.93.

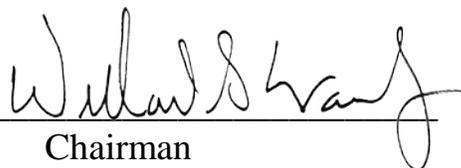
Resolution

Contract No. I-18-4705 is awarded to Judlau Contracting, Inc., in the amount of \$83,353,068.93, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21978

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-19-4491 for I-55 Ramp A Bridge Construction on the Tri-State Tollway (I-294), Mile Post 24.0 (I-55 ramps) to Mile Post 24.5 (Plainfield Road). The lowest responsive and responsible bidder on Contract No. I-19-4491 is Walsh Construction Company II, LLC in the amount of \$24,292,133.52.

Resolution

Contract No. I-19-4491 is awarded to Walsh Construction Company II, LLC in the amount of \$24,292,133.52, subject to (i) final determination by the State of Illinois’ Chief Procurement Officer for General Services (“CPO-GS”) of any protest pertaining, in any way, to the solicitation of, or award of, Contract No. I-19-4491, and (ii) all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the Tollway and the bidder.

Regarding (i) above, if the CPO-GS grants any protest pertaining to the solicitation of, or award of, Contract No. I-19-4491, the Executive Director is authorized to approve an award of Contract No. I-19-4491 consistent with the CPO-GS’s final determination and in accordance with the applicable contract award requirements, and execution of all contract documents by the Tollway and the bidder that successfully protested the solicitation and/or award. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to said bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Regarding (ii) above, if Walsh Construction Company II, LLC 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, and execution of all contract documents

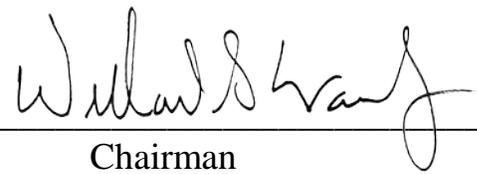
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RESOLUTION NO. 21978

Resolution - continued

by the Tollway and the bidder. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21979

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4502 for Crossroad Structural Preservation and Rehabilitation on the Jane Addams Memorial Tollway (I-90), Mile Post 2.6 (Rockton Road) to Mile Post 17.85 (I-39). The lowest responsive and responsible bidder on Contract No. RR-19-4502 is Civil Constructors, Inc. in the amount of \$4,862,823.13.

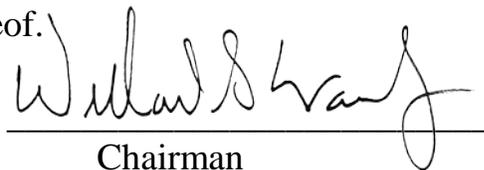
Resolution

Contract No. RR-19-4502 is awarded to Civil Constructors, Inc. in the amount of \$4,862,823.13, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21980

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4487 for Westbound Pavement and Structural Preservation and Rehabilitation on the Jane Addams Memorial Tollway (I-90), Mile Post 2.6 (Rockton Road) to Mile Post 18.3 (Kishwaukee River Bridge). The lowest responsive and responsible bidder on Contract No. RR-19-4487 is William Charles Construction Company, LLC in the amount of \$5,018,966.62.

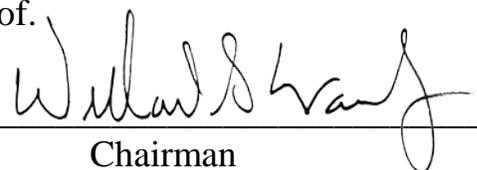
Resolution

Contract No. RR-19-4487 is awarded to William Charles Construction Company, LLC in the amount of \$5,018,966.62, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21981

Background

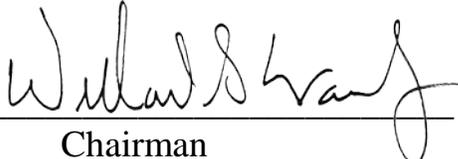
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4503 for Eastbound Pavement and Structural Preservation and Rehabilitation on the Jane Addams Memorial Tollway (I-90), Mile Post 2.6 (Rockton Road) to Mile Post 18.3 (Kishwaukee River Bridge). The lowest responsive and responsible bidder on Contract No. RR-19-4503 is Curran Contracting Company in the amount of \$4,938,669.42.

Resolution

Contract No. RR-19-4503 is awarded to Curran Contracting Company in the amount of \$4,938,669.42, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21982

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4509 for Grading and Drainage Modifications on the Jane Addams Memorial Tollway (I-90) at Mile Post 46.4 (Illinois Route 47). The lowest responsive and responsible bidder on Contract No. RR-19-4509 is Foundation Mechanics, LLC in the amount of \$1,808,558.21.

Resolution

Contract No. RR-19-4509 is awarded to Foundation Mechanics, LLC in the amount of \$1,808,558.21, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21983

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4501 for Grading and Drainage Improvements on the Reagan Memorial Tollway (I-88), Mile Post 45.5 (Union Pacific Railroad) to Mile Post 136.4 (Midwest Road). The lowest responsive and responsible bidder on Contract No. RR-19-4501 is Enlight Contracting, LLC in the amount of \$903,311.56.

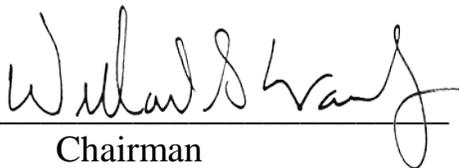
Resolution

Contract No. RR-19-4501 is awarded to Enlight Contracting, LLC in the amount of \$903,311.56, 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/Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, 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, and execution of all contract documents by the bidder and the Tollway. The Chairman/Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21984

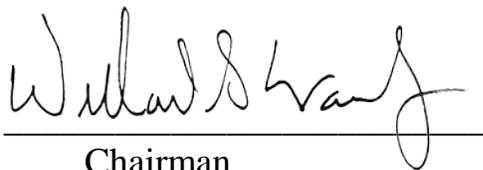
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Upon Request Services on Contract I-19-4498 on the Tri-State Tollway (I-294). Infrastructure Engineering, Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Infrastructure Engineering, Inc. to obtain Design Upon Request Services on Contract No. I-19-4498 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21985

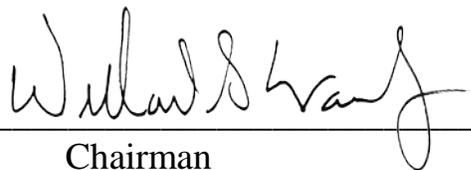
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract No. I-19-4711 on the Elgin O’Hare Western Access (I-490) between Tri-State Tollway (I-294) and Franklin Avenue. Baxter & Woodman Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$1,500,000.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Baxter & Woodman Inc. to obtain Construction Management Services on Contract No. I-19-4711 with an upper limit of compensation not to exceed \$1,500,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21986

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services on Contract RR-19-4480 for Geotechnical Services Upon Request, Systemwide. Interra Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Interra Inc. to obtain Geotechnical Services Upon Request on Contract No. RR-19-4480 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

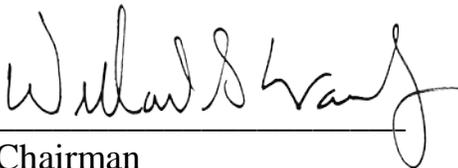
RESOLUTION NO. 21987

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract No. I-19-4710 on the Tri-State Tollway (I-294) between North Avenue and Grand Avenue. H.W. Lochner, Inc. / d'Escoto, Inc. / Illinois Construction & Environmental Consulting, Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$11,996,920.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with H.W. Lochner, Inc. / d'Escoto, Inc. / Illinois Construction & Environmental Consulting, Inc. to obtain Construction Management Services on Contract No. I-19-4710 with an upper limit of compensation not to exceed \$11,996,920.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

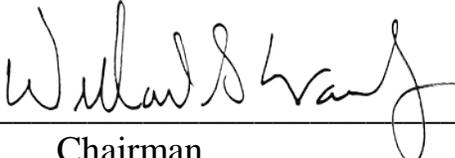
RESOLUTION NO. 21988

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services on Contract No. I-16-4679R on the Elgin O’Hare Western Access (IL 390) at Western Access Interchange. STV, Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$13,497,967.36. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with STV, Inc. to obtain Construction Management Services on Contract No. I-16-4679R with an upper limit of compensation not to exceed \$13,497,967.36, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21989

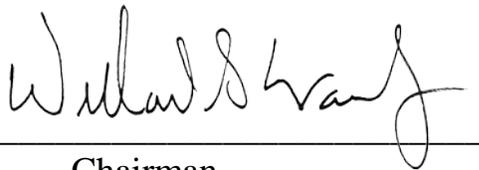
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services Upon Request on Contract RR-19-9218, Systemwide. Arcadis U.S. Inc. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$4,000,000.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Arcadis U.S. Inc. to obtain Construction Management Services Upon Request on Contract No. RR-19-9218 with an upper limit of compensation not to exceed \$4,000,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

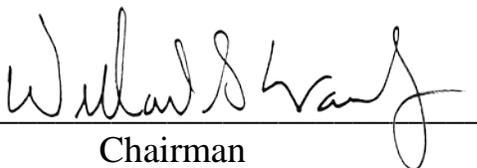
RESOLUTION NO. 21990

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services Upon Request on Contract No. RR-19-9219, Systemwide. Atlas Engineering Group, Ltd. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Atlas Engineering Group, Ltd. to obtain Design Services Upon Request on Contract No. RR-19-9219 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

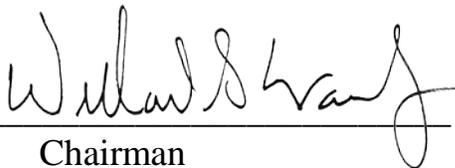
RESOLUTION NO. 21991

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services on Contract No. MO-19-1280, for Stream Channel Cross-Sections of Culvert, Systemwide. FluidClarity, Ltd. submitted a proposal to provide such services for an upper limit of compensation not to exceed \$322,673.33. The proposal is for construction-related professional services. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with FluidClarity, Ltd. to obtain Design Services Upon Request on Contract No. MO-19-1280 with an upper limit of compensation not to exceed \$322,673.33, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21992

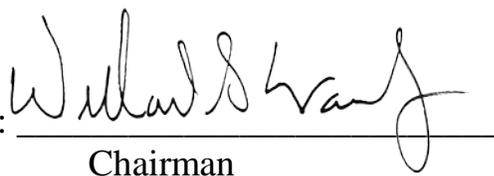
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21279 approved May 25,2017, entered into an Agreement with Environmental Design International, Inc. on Contract No. RR-16-4267, for Design Services, Systemwide.

Per Tollway request, Environmental Design International, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. RR-16-4267 in an amount not to exceed \$450,000.00, increasing the contract upper limit from \$3,900,000.00 to \$4,350,000.00. It is necessary and in the best interest of the Tollway to accept Environmental Design International, Inc.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Environmental Design International, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$450,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21993

Background

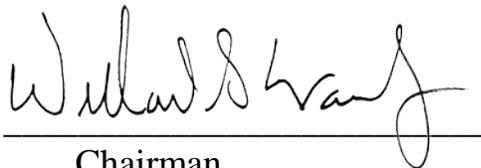
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 19896 approved February 28, 2013, entered into an Agreement with A. Epstein and Sons International Inc., DBA Epstein on Contract No. RR-12-4079, for Design Services, Systemwide.

Per Tollway request, A. Epstein and Sons International Inc., DBA Epstein submitted a proposal to provide Supplemental Design Services for Contract No. RR-12-4079 in an amount not to exceed \$1,700,000.00, increasing the contract upper limit from \$7,288,013.00 to \$8,988,013.00. It is necessary and in the best interest of the Tollway to accept A. Epstein and Sons International Inc., DBA Epstein’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with A. Epstein and Sons International Inc., DBA Epstein, consistent with the aforementioned proposal, to increase the contract upper limit by \$1,700,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21994

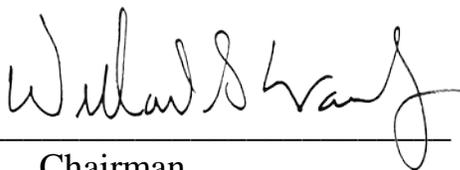
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21397 approved October 26, 2017, entered into an Agreement with Jacobs Engineering Group, Inc. on Contract No. I-17-4300, for Design Services, on the Tri-State Tollway (I-294), Mile Post 30.5 (Roosevelt Road) to Mile Post 32.3 (St. Charles Road).

Per Tollway request, Jacobs Engineering Group, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4300 in an amount not to exceed \$2,745,000.00, increasing the contract upper limit from \$38,500,000.00 to \$41,245,000.00. It is necessary and in the best interest of the Tollway to accept Jacobs Engineering Group, Inc.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Jacobs Engineering Group, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$2,745,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21995

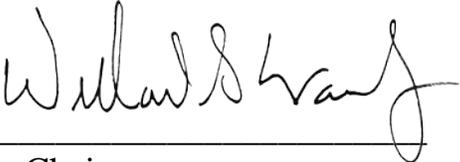
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21399 approved October 26, 2017, entered into an Agreement with Gandhi & Associates, Inc. on Contract No. I-17-4308, for Design Services, on the Tri-State Tollway (I-294), Mile Post 17.8 (95th Street) to Mile Post 40.0 (Balmoral Avenue).

Per Tollway request, Gandhi & Associates, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4308 in an amount not to exceed \$1,700,000.00, increasing the contract upper limit from \$5,189,000.00 to \$6,889,000.00. It is necessary and in the best interest of the Tollway to accept Gandhi & Associates, Inc.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Gandhi & Associates, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$1,700,000.00, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21996

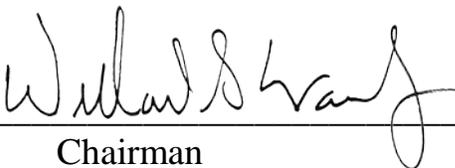
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21570 approved May 24, 2018, entered into an Agreement with Apex Consulting Engineers, LLC on Contract No. RR-17-4314, for Construction Management Services, on the Tri-State Tollway (I-294), Mile Post 40.0 (Balmoral Avenue) to Mile Post 52.9 (Lake-Cook Road).

Per Tollway request, Apex Consulting Engineers, LLC submitted a proposal to provide Supplemental Construction Management Services for Contract No. RR-17-4314 in an amount not to exceed \$144,818.53, increasing the contract upper limit from \$2,069,622.24 to \$2,214,440.77. It is necessary and in the best interest of the Tollway to accept Apex Consulting Engineers, LLC’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Apex Consulting Engineers, LLC, consistent with the aforementioned proposal, to increase the contract upper limit by \$144,818.53, subject to review and approval by the General Counsel. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21997

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Towing and Road Services for Tollway Vehicles and Equipment. Pursuant to the Tollway’s Invitation for Bid No. 19-0007, the Tollway has determined that Hillside Auto Body & Service, Inc., Lovett’s Rite-Way Rebuilders, Inc., O’Hare Towing Systems, Inc. (d.b.a. O’Hare Towing Service, Inc.), URT E&R Towing, Inc. and West & Sons Towing, Inc. are the lowest responsive and responsible bidders for Towing and Road Services for Tollway Vehicles and Equipment for an aggregate upper limit of compensation not to exceed \$293,552.30 for an initial three-year term and an amount not to exceed \$317,668.99 for a possible three-year renewal term.

Resolution

The bids from Hillside Auto Body & Service, Inc., Lovett’s Rite-Way Rebuilders, Inc., O’Hare Towing Systems, Inc. (d.b.a. O’Hare Towing Service, Inc.), URT E&R Towing, Inc. and West & Sons Towing, Inc. for the purchase of Towing and Road Services for Tollway Vehicles and Equipment are accepted. Contract No. 19-0007 is approved in an amount not to exceed \$293,552.30 for an initial three-year term and an amount not to exceed \$317,668.99 for a possible three-year renewal term.

The Chairman/Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. 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. 21998

Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Industrial Supplies from J.P. Simons & Co. (“Contract No. 17-0104”). It is in the best interest of the Tollway to exercise the renewal option of Contract No. 17-0104 and increase the upper limit of compensation to J.P. Simons & Co. by an amount not to exceed \$155,000.00 for the purchase of additional Industrial Supplies.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 17-0104 for the purchase of additional Industrial Supplies from J.P. Simons & Co. is approved in an amount not to exceed \$155,000.00 (increase from \$136,428.31 to \$291,428.31).

The Chairman/Chief Executive Officer or the Executive Director of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. 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. 21999

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Snowplow Trucks through the Central Management Services (“CMS”) master contract with Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield), Tollway Contract No. 20-0042, for an upper limit of compensation not to exceed \$3,567,549.42. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the CMS master contract for the purchase of Snowplow Trucks from Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield) is approved in an amount not to exceed \$3,567,549.42.

The Chairman/Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. 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. 22000

Background

The Illinois State Toll Highway Authority (“Tollway”) owns Parcels NS-03-042.EX and NS-03-155.EX1 (“Parcels”), located east of I-355 and south of Harding Road, Lombard IL, in DuPage County. The Parcels are 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 Parcels NS-03-042.EX and NS-03-155.EX1 excess to the Tollway’s needs.

The Parcels were appraised by an Illinois Licensed General Appraiser in the amount of \$4,100.00. It is in the best interest of the Tollway to sell the Parcels for the appraised value to Sarah Stapp.

Resolution

The sale of Parcels NS-03-042.EX and NS-03-155.EX1 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 Parcels, and any improvements located thereon, to Sarah Stapp. The Chairman/Chief Executive Officer or the Executive Director of the Tollway is authorized to execute any and all documents necessary to effect the conveyance, 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. 22001

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement (“Agreement”) with the Illinois Department of Transportation (“Department”). The Tollway is reconstructing the Edens Spur (I-94), Mile Post 26.9 to Mile Post 30.0, and is repairing crossroad bridges with shared Tollway-Department maintenance responsibilities, including the Waukegan Road crossroad bridge. The Department requests, and the Tollway agrees to perform, Department responsibility repairs, subject to reimbursement by the Department to the Tollway. The Department has also requested that the Tollway perform related drainage improvement work between Mile Post 30.0 and Mile Post 30.26, also subject to Department reimbursement to the Tollway. The estimated cost of Department repairs is \$289,641.84. 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/Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement.

Approved by: William S. Kravitz
Chairman

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR THE EDENS SPUR (I-94)**

This Intergovernmental Agreement (“AGREEMENT”) is entered into by and among the ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the “DEPARTMENT”, individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to preserve and rehabilitate the Edens Spur, (I-94) from Plaza 24 , (Mile Post (“M.P.”) 26.4) to the Edens Expressway, M.P. 30.0 in Cook County, Illinois (hereinafter sometimes referred to as "Toll Highway"), including the bridge at Illinois Route 43 (Waukegan Road), (M.P. 27.77, Bridge Number 351, Structure Number 016-0305) over I-94, included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Construction Contract # I-18-4372, I-18-4373, I-18-4374, I-18-4375 (hereinafter referred to as the "PROJECT"), by making the following improvements:

The Edens Spur pavement will be rehabilitated at the west end of the project limits from M.P. 26.25 to M.P. 26.9. The eastern section of the improvement, from M.P. 26.9 to M.P. 30.0, will be totally reconstructed. The existing roadway “footprint” will be reduced by moving the travel lanes into the grass median and adding a concrete barrier to safely separate traffic. Improvements will consist of replacing all pavements, replacing the Pfingsten Road cross over bridge, rehabilitating the Waukegan Road cross over bridge, constructing the barrier separated median with stormwater management facilities, upgrading the Intelligent Transportation System, and installing a new lighting system.

WHEREAS, the ILLINOIS TOLLWAY, and the DEPARTMENT entered into an Intergovernmental Agreement on July 16, 2012 establishing the responsibilities of each PARTY for the construction of an eastbound Edens Spur to northbound Waukegan Road exit, and ongoing maintenance of the Edens Spur, including the crossroad bridges, and interchanges (the “2012 AGREEMENT”), which is attached as “EXHIBIT A”; and

WHEREAS, under a separate contract the ILLINOIS TOLLWAY engaged Ciorba Group, Inc. and its sub-contractor to inspect and evaluate bridges within the PROJECT limits, and prepare Abbreviated Bridge Conditions Reports (“ABCR’s), which resulted in a recommended scope of work as indicated in attached EXHIBIT “B” and summarized as follows:

Waukegan Road, Bridge Number 351, Structure Number 016-0305: Substructure rehabilitation, joint replacement, bridge deck sealing, clean bridge scuppers and downspouts.

WHEREAS, the DEPARTMENT requests the ILLINOIS TOLLWAY include in its PROJECT the repair and rehabilitation work recommended in the ABCR's consistent with the crossroad bridge maintenance responsibilities defined in the 2012 AGREEMENT, for portions of the Waukegan Road Bridge, subject to reimbursement by the DEPARTMENT to the ILLINOIS TOLLWAY; and

WHEREAS, the DEPARTMENT also requests the ILLINOIS TOLLWAY include in its PROJECT drainage improvement work on the Edens Expressway between M.P. 30.0 and M.P. 30.26, including, earth excavation, grading and shaping of ditches, seeding, fertilizing, and erosion control; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the DEPARTMENT's request to include in its PROJECT the repair and rehabilitation work recommended in the ABCR's consistent with the crossroad bridge maintenance responsibilities defined in the 2012 AGREEMENT, for portions of the Waukegan Road Bridge, and for drainage improvement work between M.P. 30.0 and 30.26, including earth excavation, grading and shaping of ditches, seeding, fertilizing, and erosion control ("DEPARTMENT WORK") subject to reimbursement by the DEPARTMENT to the ILLINOIS TOLLWAY; and

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

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in the "State Administration of Highways Act", 605 ILCS 5/4-101 *et seq.* is authorized to enter into this FIRST ADDENDUM; and

WHEREAS, a cooperative AGREEMENT is appropriate and such an AGREEMENT is authorized by Article VII, Section 10 of the Illinois Constitution and other provisions of Illinois Law.

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

I. 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 and the DEPARTMENT WORK, subject to reimbursement by the DEPARTMENT for the DEPARTMENT WORK 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 comment at the following stages of plan preparation:

40% Complete

95% Complete (pre-final)

Final

- B. The DEPARTMENT shall review the plans and specifications which impact the DEPARTMENT's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DEPARTMENT within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the DEPARTMENT shall mean the DEPARTMENT agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the DEPARTMENT's maintained highways. In the event of disapproval, the DEPARTMENT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. The PARTIES agree to all the responsibilities enumerated in the original AGREEMENT with regard to the Waukegan Road cross over bridge, fully executed July 16, 2012, the terms of which are hereby incorporated into this FIRST ADDENDUM by reference.
- 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, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- E. The DEPARTMENT shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the DEPARTMENT.
- F. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March

2018, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT.
- B. If during the construction of the PROJECT it becomes necessary for the ILLINOIS TOLLWAY to enter upon and temporarily use lands owned by the DEPARTMENT, then permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the DEPARTMENT, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing DEPARTMENT rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.

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 causing the PROJECT and the DEPARTMENT WORK to be constructed in accordance with the PROJECT and DEPARTMENT WORK 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 the DEPARTMENT shall be submitted to the DEPARTMENT for approval prior to commencing such work. The DEPARTMENT shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the

proposed deviation to the plans and specifications are not acceptable, the DEPARTMENT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DEPARTMENT within fifteen (15) calendar days after delivery to the DEPARTMENT of the proposed deviation, the proposed deviation shall be deemed approved by the DEPARTMENT. Notwithstanding any disapproval by the DEPARTMENT, the ILLINOIS TOLLWAY may, after considering the DEPARTMENT's objections, proceed as the Chief Engineering Officer of the ILLINOIS TOLLWAY deems appropriate.

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

after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2018, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. Except as otherwise identified, 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 for DEPARTMENT WORK to be performed on the bridge at Illinois Route 43 (Waukegan Road), (Mile Post 27.77, Bridge Number 351, Structure Number 016-0305), is estimated at \$105,889.04 (“EXHIBIT C”), including \$92,077.43 for construction costs, (which includes \$5,211.93 maintenance of traffic cost), \$4,603.87 (5% of the actual construction costs) for design engineering, and \$9,207.74 (10% of the actual construction costs) for construction engineering.
- C. It is mutually agreed by the PARTIES hereto that the ditch grading DEPARTMENT WORK to be performed between M.P. 30.0 and M.P. 30.26, is estimated at \$183,752.80 (“EXHIBIT D”), including \$164,065.00 for construction costs, \$3,281.30 (2% of the actual construction costs) for design engineering, and \$16,406.50 (10% of the actual construction costs) for construction engineering.
- D. It is mutually agreed by the PARTIES hereto that the DEPARTMENT WORK performed and identified in this AGREEMENT is estimated at \$289,641.84. Notwithstanding the estimated cost, the DEPARTMENT shall be responsible for the actual costs associated with the DEPARTMENT WORK described in the Recital section of 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.

VI. MAINTENANCE – DEFINITIONS

- A. The maintenance responsibilities for the bridge at Illinois Route 43 (Waukegan Road), (M.P. 27.77, Bridge Number 351, Structure Number 016-0305) over I-94 as identified in the 2012 AGREEMENT shall remain in full force and effect upon completion of the improvements provided herein.
- B. The maintenance of the DEPARTMENT WORK performed between M.P. 30.0 and M.P. 30.26 shall upon PROJECT completion and acceptance by the DEPARTMENT shall be the responsibility of the DEPARTMENT.
- C. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- D. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 - 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 - 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.

5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- E. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- F. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- G. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- H. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- I. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- J. 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.
- K. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.

2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-94 in its entirety and the DEPARTMENT shall retain jurisdiction and maintenance responsibilities for Illinois Route 43 (Waukegan Road) in its entirety. The PARTIES maintenance responsibilities are further detailed in the Intergovernmental Agreement executed on July 16, 2012, and reiterated below.
- B. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J. above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Illinois Route 43 (Waukegan Road)

Type 2 - DEPARTMENT Roadway over ILLINOIS TOLLWAY Right of Way

- C. The DEPARTMENT has all maintenance responsibility as to the following:
 1. 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.
 2. The following portions of the grade elevation structure:
 - a. The wearing surface;
 - b. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - c. Drainage facilities above structural beams and girders;
 - d. All lighting except underpass;
 - e. All DEPARTMENT signals and signs;

- f. 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;
- g. All drainage facilities carrying exclusively DEPARTMENT drainage.
- D. 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:
1. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 2. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 3. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 4. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 5. All underpass lighting.
- E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY that exceed the limits set forth in 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.604 (Practical Maximum Weights);
 3. 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;
 4. 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;
 5. Attachment 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 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.

- F. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- G. 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 protocols 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.
- H. 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 required 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.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. 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).
- B. 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.
- C. 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 other party.

- D. Nothing herein is intended to prevent or preclude the DEPARTMENT and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to review and will consider comments on major roadway access issues along 159th Street that arise within one half (1/2) mile from the centerline of I-294. 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. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to 159th Street.
- F. 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 Illinois Department of Transportation and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-94. The DEPARTMENT shall retain jurisdiction of Illinois Route 43 (Waukegan Road) traversed or affected by I-94 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. In the event of a dispute between DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Region One Engineer of the DEPARTMENT shall meet and resolve the issue.
- F. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. 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.
- H. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is Illinois Department of Transportation, Region One/District One, 201 Q. Center Court, Schaumburg, Illinois 60196.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- 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 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.
- 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. 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 DEPARTMENT:

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

- O. The DEPARTMENT and the ILLINOIS TOLLWAY agree 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 PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

- P. 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.

- Q. 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 STATE OF 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: _____
Phillip C. Kaufman
Chief Counsel

Date: _____

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Willard S. Evans, Jr.
Chairman & Chief Executive Officer

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

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

**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 16 day of July AD, 2012, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY", and THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the TOLLWAY and the DEPARTMENT in order to facilitate the free flow of traffic and ensure safety to the motoring public, have improved the Eden's Spur (I-94) (hereinafter sometimes referred to as "Toll Highway"), at Illinois Route 43, and included in TOLLWAY construction contract(s) including but not limited to TOLLWAY Contract I-05-5312, DEPARTMENT Section: 3271B-R, DEPARTMENT Job No.:C-91-356-02 (hereinafter referred to as the "PROJECT") as described below:

Bridge deck replacement, bridge repair, roadway resurfacing of Illinois Route 43 southward from a point 2,300 feet south of its intersection with Lake-Cook Road, ramp modifications, intersection improvements, traffic signal installation and interconnection, and any and all work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the Cook County Highway Department prepared plans for improvements to Lake-Cook Road, parallel to the Eden's Spur, from Pfingsten Road to Illinois Route 43; and

WHEREAS, the DEPARTMENT, the Cook County Highway Department and the municipal entities affected by the improvements to Illinois Route 43 have cooperated in the preparation of plans for the improvements to Lake-Cook Road; and

WHEREAS, providing access to northbound Illinois Route 43 from the eastbound Eden's Spur exit has addressed safety concerns by reducing u-turns on Illinois Route 43, improved local area traffic access, provided better traffic circulation and generally enhanced convenience for area motorists; and

WHEREAS, the DEPARTMENT and the TOLLWAY were mutually interested in the coordination of the improvements to Illinois Route 43 at the interchange with the Eden's Spur with the improvements to Lake-Cook Road; and

WHEREAS, the 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 built; and

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

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

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

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

I. ENGINEERING

- A. The DEPARTMENT has performed preliminary and final design engineering, obtained necessary surveys, and prepared the final plans and specifications for the PROJECT, subject to reimbursement by the TOLLWAY as hereinafter stipulated. During the design and preparation of the plans and specifications, the DEPARTMENT has submitted the plans and specifications to the TOLLWAY for its approval.
- B. The DEPARTMENT, more specifically has developed design engineering plans and contract documents for the PROJECT including all design engineering to provide eastbound traffic exiting the Eden's Spur access to northbound Illinois Route 43.
- C. The DEPARTMENT has developed all design engineering for the partial reconstruction, widening, ramp realignment, traffic signal installation and traffic signal interconnection.
- D. The DEPARTMENT has coordinated the ramp modifications with the TOLLWAY and included them into the DEPARTMENT's plans for the improvements to Illinois Route 43.
- E. The DEPARTMENT has developed all design engineering for the bridge deck replacement, bridge repair, and resurfacing of Illinois Route 43 within the PROJECT limits.
- F. The DEPARTMENT has included in the PROJECT plans the resurfacing of Illinois Route 43 southward from a point 2,300 feet south of its intersection with

Lake-Cook Road to meet the resurfacing of Illinois Route 43 south from the intersection of Lake-Cook Road and Illinois Route 43 which was part of the Lake-Cook Road improvements by the Cook County Highway Department.

- G. The TOLLWAY agreed to administer and supervise the construction and construction engineering for the PROJECT including advertisement and letting of the construction and construction engineering contract(s) upon receipt of the design documents from the DEPARTMENT, subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- H. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- I. The final approved plans and specifications for the PROJECT have been delivered to the TOLLWAY by the DEPARTMENT.
- J. The DEPARTMENT agreed to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Office of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

II. RIGHT OF WAY

- A. Each PARTY has mutually allowed access to its right of way to the staff, agents, contractors and consultants of the other PARTY as was reasonably necessary in the performance of the obligations set forth in this AGREEMENT, subject only to such reasonable rules and restrictions as the respective PARTY customarily applies to such projects on its right of way.
- B. It is understood that neither the DEPARTMENT nor the TOLLWAY have consented in this AGREEMENT to the transfer of any interest in the DEPARTMENT's or the TOLLWAY's property or rights of way which the DEPARTMENT or the TOLLWAY deem necessary for the maintenance and operation of their respective highway systems.
- C. It is also understood that right of way was not acquired for this PROJECT.
- D. The DEPARTMENT shall grant permanent easements for TOLLWAY structures over the DEPARTMENT's maintained roads at no cost to the TOLLWAY. Said

permanent easements shall be in a form acceptable to the TOLLWAY and shall include all rights and interests necessary for the maintenance, construction, reconstruction, widening and operation of the Toll Highway.

III. UTILITY RELOCATION

- A. The DEPARTMENT made arrangements for and issued all permits for the PROJECT and cooperated with necessary adjustments to existing utilities located within existing DEPARTMENT rights of way where improvements to DEPARTMENT highways were done in conjunction with the PROJECT, at no expense to the TOLLWAY.
- B. The TOLLWAY made arrangements for and issued all permits for the PROJECT required adjustments to utility facilities located on existing TOLLWAY rights of way, which are outside areas of DEPARTMENT jurisdiction, where improvements to TOLLWAY facilities were done as part of the PROJECT, at no expense to the DEPARTMENT.

IV. CONSTRUCTION

- A. The TOLLWAY advertised and received bids, obtained the DEPARTMENT's concurrence as to the amount of bids (for work to be funded wholly or partially by the DEPARTMENT) before award, awarded the contract(s), provided construction engineering inspections and caused the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the DEPARTMENT as hereinafter stipulated in Section V.
- B. The TOLLWAY supervised and completed construction of the PROJECT, including the bridge deck replacement, bridge repairs, Illinois Route 43 pavement resurfacing, ramp modifications and traffic signal installation.
- C. The TOLLWAY coordinated the construction with the Cook County Highway Department, including the resurfacing of Illinois Route 43 from a point 2,300 feet south of its intersection with Lake-Cook Road.
- D. The TOLLWAY required its contractor(s) working within the DEPARTMENT's rights of way to comply with the indemnification provision contained in the applicable version of the TOLLWAY's Standard Specifications subsequently in effect.
- E. The TOLLWAY required that the DEPARTMENT, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the TOLLWAY requires of its contractor(s) and that the DEPARTMENT was added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements were included in the Special Provisions of the construction contract(s).

- F. The DEPARTMENT and its authorized agents had all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affected the DEPARTMENT's system. The DEPARTMENT assigned personnel to perform inspections on behalf of the DEPARTMENT of all work included in the PROJECT that affected the DEPARTMENT's system.
- G. Notices required to be delivered by either PARTY pursuant to this AGREEMENT are to be delivered as indicated in Section IX of this AGREEMENT.
- H. The TOLLWAY has 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 TOLLWAY Supplemental Specifications for construction Canceled Items provision in the applicable version of the Illinois State Toll Highway Authority's Standard or Supplemental Specifications.

V. FINANCIAL

- A. Except as otherwise identified herein, the TOLLWAY has paid all PROJECT related construction engineering and construction costs subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. Except as otherwise identified herein, the DEPARTMENT has paid all PROJECT related design engineering costs subject to a credit given them of \$180,532.76 for design engineering costs incurred by the DEPARTMENT for design of the ramp modifications, and the signalization and interconnection work.
- C. It is mutually agreed by the PARTIES hereto that the DEPARTMENT has already paid its share of the preliminary and design engineering costs and that the remaining actual cost to the DEPARTMENT is \$2,964,888.32 for construction costs and \$281,610.88 for construction engineering, minus the design engineering costs attributable to the TOLLWAY for a total actual cost of \$3,246,499.20.
- D. It is further agreed that notwithstanding the actual cost, the DEPARTMENT will be given a credit of \$180,532.76 for the preliminary and design engineering costs as stated above for the actual final cost to the DEPARTMENT of \$3,065,966.44.
- E. The DEPARTMENT agrees that upon execution of this AGREEMENT and receipt of an invoice from the TOLLWAY, the DEPARTMENT will pay to the TOLLWAY in a lump sum an amount equal to 100% of its obligation incurred under this AGREEMENT based on final costs.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
- "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.
 - "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.
 - "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.
 - "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.
 - "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- 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 TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the 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 TOLLWAY agrees to maintain I-94 (Eden's Spur) in its entirety.
- B. The DEPARTMENT agrees to maintain, or cause to be maintained, Illinois Route 43, including any and all work the TOLLWAY has included in the PROJECT for the DEPARTMENT at their request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Illinois Route 43

- D. Type 2 - DEPARTMENT Roadway over TOLLWAY Right of Way
 - 1. The DEPARTMENT has all maintenance responsibility as to the following:

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.

The following portions of the grade elevation structure:

 - a. The wearing surface;
 - b. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - c. Drainage facilities above structural beams and girders;
 - d. All lighting except underpass;
 - e. All DEPARTMENT signals and signs;
 - f. 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;
 - g. All drainage facilities carrying exclusively DEPARTMENT drainage.
 - 2. The 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 bearings, beams, girders, slope walls, abutments and piers;
 - b. All fences along TOLLWAY routes, except 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.
- E. The PARTIES agree that the TOLLWAY reserves the exclusive right to review the following:
- Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
 - The permitting of any and all loads traversing the grade separation structure which exceed the limits set forth in Title 92 Chapter 4 Part 2520 Appendix A of the Illinois Administrative Code;
 - Standards governing right of way maintenance;
 - Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
 - 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 TOLLWAY will consult with the DEPARTMENT before such closure;
 - Attachment to the grade separation structure, or placement on or across TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided 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 TOLLWAY.

- F. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- G. 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 protocols 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.
- H. 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 required in connection with the 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.
- I. Signalization and pavement markings at the interchange, if any, will be under 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 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 exiting traffic from backing up onto 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. 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 TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.

- C. The DEPARTMENT and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- D. Nothing herein is intended to prevent or preclude the DEPARTMENT and the TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the 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 TOLLWAY, the TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. The DEPARTMENT agrees to allow the TOLLWAY to review and comment on all signalization and timing issues that arise within one half (1/2) mile from the centerline of I-94 (Eden's Spur), on DEPARTMENT owned and maintained roadways. The TOLLWAY's comments will primarily focus on safety considerations for priority traffic movement off of the Toll Highway to prevent backups which may extend onto the mainline pavement.
- F. The DEPARTMENT and the 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 and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the TOLLWAY shall have jurisdiction of I-94 (Eden's Spur). The DEPARTMENT shall retain jurisdiction of Illinois Route 43 traversed or affected by I-94 (Eden's Spur) 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 TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. In the event of a dispute between the DEPARTMENT and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the 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 or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.
- F. It is understood and agreed by the PARTIES hereto, that each PARTY has prepared and approved separate agreements relating to this PROJECT with the Cook County Highway Department as may have been necessary and appropriate to coordinate the PROJECT with the Lake-Cook Road improvements.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The TOLLWAY agreed that in the event any work is performed by other than TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- I. The TOLLWAY has complied with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the U.S. Department of Transportation.
- J. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is the Illinois Department of Transportation, Region One/District One, 201 W. Center Court, Schaumburg, Illinois 60196.
- K. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- 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 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 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 notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:
- To the TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineer
- To the DEPARTMENT: The Illinois Department of Transportation
Region One/District One
201 W. Center Court
Schaumburg, Illinois 60196
Attn: Deputy Director/Region One Engineer
- P. The DEPARTMENT certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- Q. The DEPARTMENT certifies that neither the DEPARTMENT nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- R. The DEPARTMENT agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the TOLLWAY and/or the DEPARTMENT under the AGREEMENT for a minimum of three (3) 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 TOLLWAY Inspector General, the TOLLWAY Department of Internal Audit, the TOLLWAY

or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

- S. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- T. Financial obligations of the DEPARTMENT and the TOLLWAY will cease immediately without penalty or further payment being required, if in any Fiscal Year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract(s). Notwithstanding, if this provision is triggered, all maintenance and non-financial obligations shall remain in force. Financial obligations will resume immediately, if in any Fiscal Year, the Illinois General Assembly or Federal funding source make funds available once again for this contract(s).

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

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: 
Ann L. Schneider,
Secretary of Transportation

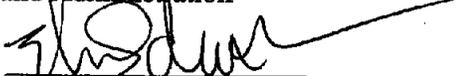
Date: 6/19/12

By: 
William R. Frey, P.E.
Interim Director of Highways/
Chief Engineer

Date: 6/13/12

By: 
Matt Hughes,
Director of Finance
and Administration

Date: 6/14/12

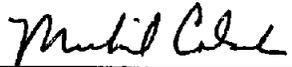
By: 
Ellen J. Schanzle-Haskins,
Chief Counsel

Date: 6-5-12

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: 
Kristi Lafleur, Executive Director

Date: 7/10/12

By: 
Michael Colsch, Chief of Finance

Date: 7/9/12

By: 
David A. Goldberg, General Counsel

Date: 7/5/12

Approved as to Form and Constitutionality

 7/5/12
Tiffany I. Bohn, Assistant Attorney General, State of Illinois

04/28/05

5.6/b

RESOLUTION NO. 16791

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

WHEREAS, the Illinois Department of Transportation ("IDOT"), has requested that the Tollway enter into an Intergovernmental Agreement ("IGA") with IDOT, concerning Design, Maintenance and Coordination of Improvements at the Interchange of the Eden's Spur and Illinois Route 43; and

WHEREAS, the IGA will facilitate the free flow of traffic and to enhance the safety of the motoring public by improving the traffic circulation patterns on Illinois Route 43 at its interchanges with the Eden's Spur and with Lake Cook Road; and

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreements is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the "Intergovernmental Cooperation Act" (5 ILCS 220/1 *et seq.*); and

WHEREAS, IDOT and the Tollway have negotiated an IGA in substantially the form which is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Illinois State Toll Highway Authority as follows:

The Executive Director and the General Counsel are hereby authorized and directed to finalize an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Illinois Department of Transportation, concerning Design, Maintenance and Coordination of Improvements at the Interchange of the Eden's Spur and Illinois Route 43, in substantially the form attached to this Resolution, and the Chairman or the Executive Director is hereby authorized to execute said Agreement for and on behalf of the Tollway.

Approved by: _____


Chairman

MS - ISTHA - JM - Resolution of 5312 IGA for IDOT - 04282005

02/5312/01/05

nc



The Illinois Tollway
2700 Ogden Avenue
Downers Grove, Illinois 60515-1703
Phone: 630/241-6800
Fax: 630/241-6100
TTY: 630/241-6898

July 17, 2012

Mr. Jose A. Dominguez, P.E.
Project Support Engineer
Illinois Department of Transportation
Division of Highways/ Region One/ District One
201 West Center Court
Schaumburg, IL 60196

Re: Intergovernmental Agreement between the Illinois State Toll Highway Authority, and the Illinois Department of Transportation, (IDOT) for Improvements at Interchange of Eden's Spur (I-94) with Lake-Cook Road and Illinois Route 43.

Dear Mr. Dominguez:

Enclosed is one (1) fully executed original Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Illinois Department of Transportation in reference to the above-captioned project.

This Agreement is transmitted to you for your records.

Very truly yours,

A handwritten signature in cursive script that reads 'Tiffany I. Bohn'.

Tiffany I. Bohn
Assistant Attorney General

TIB:mw
Enclosures



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: Eileen Cosgriff, CIS

FROM: Tiffany I. Bohn, Assistant Attorney General 3

DATE: July 17, 2012

SUBJECT: Intergovernmental Agreement between the Illinois State Toll Highway Authority, and the Illinois Department of Transportation, (IDOT) for Improvements at Interchange of Eden's Spur (I-94) with Lake-Cook Road and Illinois Route 43.

Attached please find one (1) fully executed original Intergovernmental Agreement between the Illinois State Toll Highway Authority, the Illinois Department of Transportation (IDOT) for Improvements at Interchange of Eden's Spur (I-94) with Lake-Cook Road and Illinois Route 43.

This document is transmitted to your attention for the Department's records.

This Agreement was approved by the Board by Resolution No. 16791 at the regular meeting of 04/28/05.

TIB:mw
Enclosures

cc: T. Bohn J. Romano
B. Bottomley L. Savickas
B. Clingman G. Stukel
K. Kell S. Talaber
P. Kovacs V. Yee
D. Manetti G. Zimmer
M. Molliconi R. Zucchero

DRAFT

Board Meeting

Item Number: **II**

April 2004



Law Department

Activity Type: **Resolution**

Intergovernmental Agreement

Contract Number:

Vendor:

Description: A Resolution authorizing an intergovernmental agreement between the Tollway and the Illinois Department of Transportation regarding improvements on Illinois Route 43 and the Eden's Spur.

Budget and Project Detail Change

Project: I-05-5312, Ramp Enhancements for EB Edens Spur at Waukegan Road - Item Number I & II

Account	Description	2005 Budget	Project Budget	Board Request/ Adjustment	Revised 2005 Budget	Revised Project Budget
57-5312	DSE, CSE, & Construction	\$ 750,000	\$ 750,000	\$ 2,681,000	\$ 3,431,000	\$ 3,431,000
57-5305	LRP Interchanges	\$ 52,757,111	\$ 119,874,376	\$ (2,681,000)	\$ 50,076,111	\$ 117,193,376
NET CHANGE				\$ -		

Comments:

Project 5312 Ramp Enhancements for EB Edens Spur at Waukegan Road is currently budgeted in the Program at \$750,000. Total Budget of \$3,431,000 for this project will be funded from the Long Range Plan Interchange Project. As projects are developed and modifications needed, funds are broken out of the Long-Range Plan and identified as individual projects and will support project modifications. The Long-Range Plan Interchange Project has a total Budget of \$119,874,376 and will support the total cost of these agreements with IDOT, Cook County, and the Village of Northbrook.

\$0 has been spent/obligated to date.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: Board of Directors
FROM: Law Department
DATE: April 4, 2005
SUBJECT: An intergovernmental agreement with the Illinois Department of Transportation

Action Requested

A Resolution authorizing an intergovernmental agreement between the Tollway and the Illinois Department of Transportation ("IDOT") regarding improvements on Illinois Route 43 and the Eden's Spur.

Background

In connection with a project by IDOT and Cook County to improve the interchange of Illinois Route 43 (Waukegan Road) and Lake Cook Road, the Tollway is improving the interchange of Illinois Route 43 and the Eden's Spur, to provide access from the eastbound Eden's Spur to northbound Route 43.

The Intergovernmental Agreement provides that IDOT will design the resurfacing of Route 43 from the interchange with Lake Cook Road to the interchange with the Eden's Spur, including the bridge deck replacement for the grade separation structure carrying Route 43 over the Eden's Spur. The Tollway will provide construction and construction engineering for the bridge deck replacement and the improvements to the interchange of Route 43 and the Eden's Spur which allow eastbound Eden's Spur traffic to exit to northbound Route 43.

The Tollway will provide signalization for the interchange and IDOT will control and maintain the signalization. Each party will retain jurisdiction of its portion of the interchange, and maintenance responsibilities for the interchange will be shared in accordance with the jurisdiction of the respective parties. Both parties will coordinate with Cook County the improvements to the interchange of Route 43 and Lake Cook Road. Possible future reimbursement by IDOT to the Tollway for a portion of the construction and construction engineering cost and by the Tollway to IDOT for a portion of the interchange design cost will be in accordance with a letter of intent between the Tollway Chief Engineer and the Deputy Director of Highways, Division One Chief Engineer.

Budgetary Impact

Funding for this Agreement is provided within the current fiscal year budget.

Bridge Condition Report

**Waukegan Road (IL 43) over
Edens Spur Tollway (I-94)
Cook County**

**Bridge No. 351
Edens Spur Tollway (I-94) Milepost 27.77**



Contract No. RR-16-4275

Prepared by:



**1475 E. Woodfield Road
Suite 600
Schaumburg, IL 60173**

December 2017

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1.0 GEOGRAPHICAL AND ADMINISTRATIVE DESCRIPTION

1.1 General

This report considers the condition of a four-span simply-supported precast prestressed concrete (PPC) I-beam bridge, Tollway Bridge Number 351 (IDOT Structure Number 016-0305), carrying four lanes of traffic over Edens Spur Tollway. The structure is located in the township of Northbrook, Cook County, Illinois (see Location Map, Page 1-3). The Illinois Department of Transportation (IDOT) has the maintenance responsibility for the deck and the Illinois State Toll Highway Authority (Tollway) has the maintenance responsibility for the superstructure portion below the deck and all substructures.

The present condition of the structure was determined through a visual and arms-reach inspection performed over multiple days in September through October 2017 by TranSystems.

Recommendations from this report are to be used for the development of rehabilitation plans. A cost estimate and life cycle cost analysis (LCCA) were performed to aid in recommending a preferred rehabilitation alternative for the bridge.

1.2 Administrative Data

TOLLWAY NAMEEdens Spur Tollway (I-94)
MILEPOST NUMBER.....27.77
CONTRACT NUMBER.....RR-16-4275
BRIDGE NUMBER.....351 (IDOT S.N. 016-0305)
FEATURE CARRIED.....Waukegan Road (IL 43)
FEATURE CROSSEDEdens Spur Tollway (I-94)
COUNTYCook
JURISDICTION OF BRIDGE ELEMENTS.....IDOT – Deck and above
Tollway – Entire structure below deck

1.3 Roadway and Structure Data

Roadway Classification: Other Principal Arterial
ADT (2015 / 2032): 25,200 / 26,883**
ADTT (2015 / 2032): 756 / 807 (3%)
Inventory Rating: 1.870 (67)*
Operating Rating: 3.120 (112)*
Sufficiency Rating: 80.0*

*IDOT Structure Summary Report, last Load Rating date: 2/21/2014

**AADT from IDOT Structure Summary Report

Route Under

Roadway Classification:	Interstate
ADT (2015 / 2032):	48,100 / 52,118**
ADTT (2015 / 2032):	2,886 / 3,128 (6%)

**AADT from IDOT Structure Summary Report

1.4 Construction, Reconstruction and Repair History

1957 (Contract T-11B) – The structure was originally built.

1976 (Contract GRE-76-267) – The deck was resurfaced with a concrete overlay.

1984 (Contract GRE-83-082) – The following work was performed on the bridge:

- Clean and paint drain pipes
- Clean and paint bearings
- Repair pier caps
- Clean and seal bridge seats
- Install crushed aggregate slope paving

1995 (Contract MIP-93-551) – The following work was performed on the bridge:

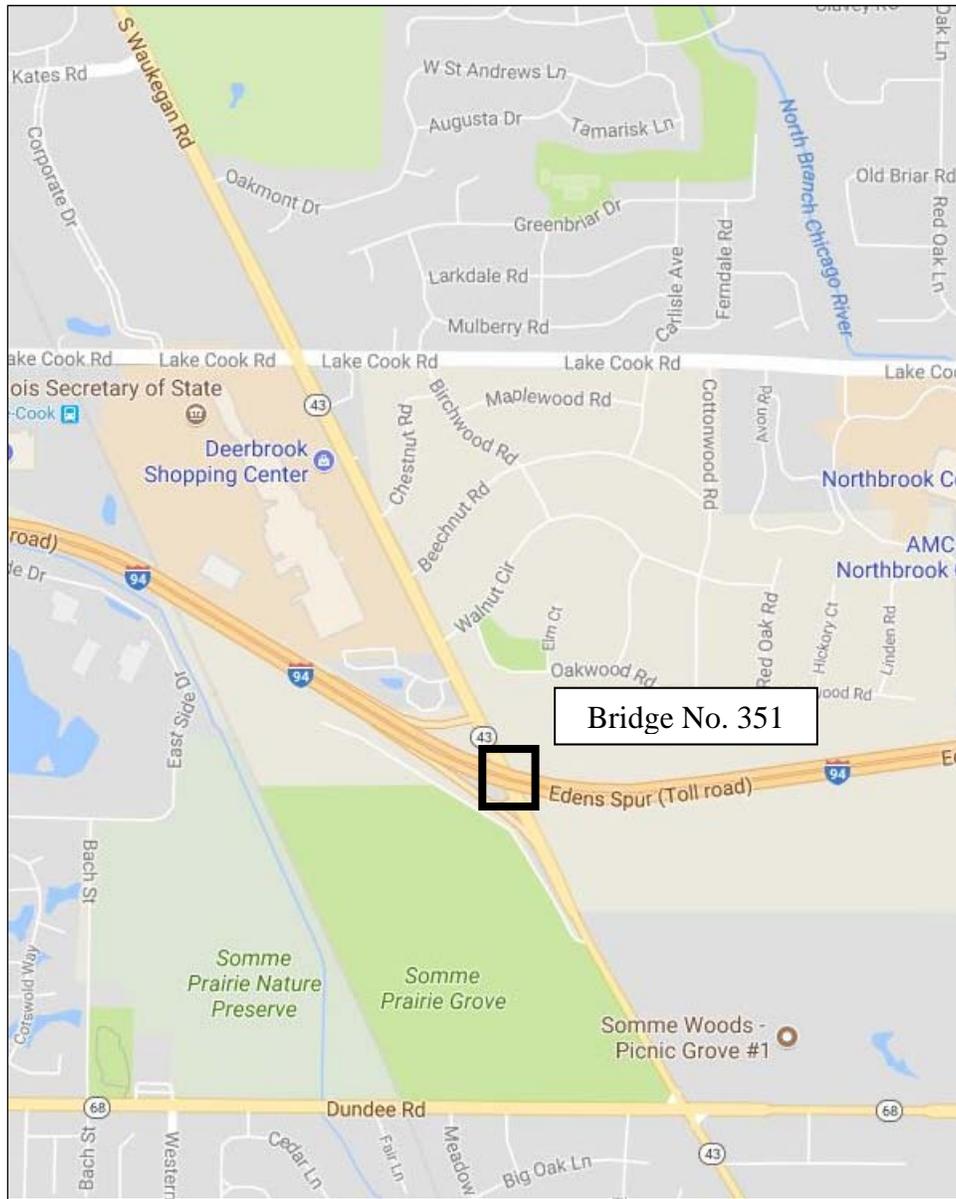
- Clean and seal bridge seats
- Repair diaphragms, pedestals, piers, and beams
- Remove and replace expansion bearings

2005 (Contract I-05-5312) – The following work was performed on the bridge:

- Remove and replace bridge deck, approach slabs, and drainage scuppers

Refer to *Attachment H* for the Abbreviated Existing Plans.

1.5 Location Map



2.0 PHYSICAL DESCRIPTION OF STRUCTURE

2.1 Physical Description

The physical description of the structure is based on a review of the existing bridge plans. Individual components of the existing structure are described below:

Structure Type:	Four-span simply-supported precast prestressed concrete I-beam superstructure
Bridge Length:	304'-5 1/8" long, measured back-to-back of abutments along the centerline of Waukegan Road
Span Lengths:	Lengths as follows, dimensioned between centerline of bearings along the centerline of I-94
	North Approach Slab: 30'-0"
	Span 1: 61'-6"
	Span 2: 91'-0"
	Span 3: 88'-6"
	Span 4: 57'-9"
	South Approach Slab: 30'-0"
Structure Width:	83'-2" out-to-out
Skew:	North Abutment & Pier 1: 43°57'00" Left Ahead Pier 2: 42°41'00" Left Ahead Pier 3 & South Abutment: 41°31'00" Left Ahead
Deck:	7½" reinforced concrete slab 7'-0" sidewalk on the east side of the bridge plus 1'-7" parapet on both sides of bridge
Superstructure:	14 – 48" PPC I-beams, numbered from west (Beam 1) to east (Beam 14)

Substructure:	Abutments: Stub abutments on filled metal shell piles	
	Piers: Multi-column concrete piers on filled metal shell piles	
Approach Slabs:	1'-3" thick concrete slab	
Expansion Joints:	Pier 1: Neoprene Expansion Joint	
	Pier 3: Neoprene Expansion Joint	
Bearings:	N. Abutment:	Fixed, Preform Fabric Pads
		Expansion, Elastomeric Bearings
	Piers 1 & 3:	Type B (Spans 2 & 3)
		Type A (Spans 1 & 4)
	Pier 2:	Fixed, Preform Fabric Pads
	S. Abutment:	Fixed, Preform Fabric Pads
Roadway Configuration on Bridge:	Northbound:	(1) 12'-0" lane, (1) 13'-0" lane, (1) 7'-0" sidewalk
	Southbound:	(2) 12'-0" lanes, (1) 8'-0" shoulder
Approach Roadway Template:	Northbound:	(1) 12'-0" lane, (1) 13'-0" lane
	Southbound:	(2) 12'-0" lanes, (1) 8'-0" shoulder
Existing Vertical Alignment:	Crest (-1.05%)	
Existing Horizontal Alignment:	Tangent	
Existing Vertical Clearance:	14'-10" Eastbound, outside shoulder (Based on survey data)	

Existing Drainage: 6 total scuppers along the curb line (3 scuppers along east curb line, 3 scuppers along west curb line)

Parapets and Railings: 2'-10" Concrete Parapet with 1'-8" Parapet Railing (inside of sidewalk)

9'-1½" Bridge Fence Railing (outside of sidewalk)

2'-10" Concrete Parapet with 6'-0" Parapet Mounted Bridge Fence Railing (west side)

Existing Utilities: Traffic signals attached to SE and SW corners of the bridge

Electrical conduit attached to the underside of deck between beams 1 & 2

2" electrical conduits through east and west parapets

2 overhead electric cables parallel to north abutment

Overhead electric cables parallel to and east of the bridge

3.0 FIELD INSPECTION AND PHYSICAL EVALUATION

3.1 Scope of Inspection

TranSystems conducted a field inspection of Waukegan Road Bridge (B.N. 351) over Edens Spur Tollway (I-94) over multiple days in September through October of 2017 (see table below for dates). Tina Revzin conducted the field inspections and served as team leader with the assistance of Jessica Pilotte, Lawrence Kirchner, and Matt Santeford.

The condition of the substructure concrete was inspected via visual inspection and sounding of the concrete with a hammer for signs of spalls, unsound concrete/delaminations and cracks. A bucket truck was utilized to reach pier caps and columns, bearings at the pier, and beams where accessible. A ladder was used to inspect the north face of pier 1 and the south face of pier 3. The north and south abutments were inspected at eye level. The underside of deck was inspected through a combination of viewing from the ground level and a bucket truck where accessible, and was noted for defects and signs of water penetration via efflorescence. The top of deck was inspected by a visual inspection from lane closures in each direction (i.e. NB and SB direction). The inspection preparation and documentation was performed in accordance with the guidelines established in IDOT's *Bridge Condition Report Procedure & Practices* (revised December 2011). The latest copy of the *Tollway Structure Inspection Field Report (SIFR)* is used as a reference and is included in *Attachment A*. The SIFR, completed on June 23, 2017, was provided by Tollway.

Date	Area Inspected	Weather	Day Time / Night Time	Temperature
September 11, 2017	North Face of Pier 3	Clear	Night Time	65°F
September 12, 2017	South Face of Pier 1	Clear	Night Time	63°F
September 19, 2017	North & South Face of Pier 2	Clear	Night Time	68°F
October 2, 2017	Framing, North & South Abutments, North Face Pier 1, South Face Pier 3	Sunny	Day Time	80°F
October 4, 2017	Top of Deck	Sunny	Day Time	75°F

Physical condition of the major Bridge Components such as Deck, Superstructure, and Substructure are described using general Condition Ratings by taking into account the overall characterization of the entire component. These Condition Ratings vary from “0” (Failed Condition) to “9” (Excellent Condition) and follow the current NBIS Guidelines and IDOT's *Structure Information and Procedure Manual (SIPM)*. Elements within a component will also be described using the Condition Ratings but only elements in the structural load path will contribute

to the Component Condition Rating. For example, if the condition of an element such as expansion joints are described as poor while the bridge deck is described as satisfactory, the overall Deck Condition Rating would be 6 - Satisfactory.

3.2 Inspection History

Year	Deck	Superstructure	Substructure
2017	6	5	5
2015	6	5	6
2013	7	5	6

3.3 Inspection Findings

Year	Deck	Superstructure	Substructure
2017	6	5	5

3.3.1 Approach Slabs and Deck Condition

See *Attachment B* for Deck and Superstructure Condition Surveys.

3.3.1.1 Top of Deck

On the top of deck, diagonal cracks noted at each joint are spaced roughly 3' apart and are up to 4' long. Map cracking is typical across the entire deck (Photo 5). There was a spall in the west median curb near pier 1. In span 2, two transverse cracks, spaced at 4', extended the width of the southbound roadway and shoulder. A spall was noted at the south abutment joint (Photo 11). The defects, not including cracking, account for <1% of the total deck area.

Overall, the deck is in satisfactory condition.

3.3.1.2 Underside of Deck

Intermittent cracks with efflorescence on the underside of deck were noted in all spans between beams 1 through 14 with a higher frequency between beams 9 through 13. In span 3, there were three full depth deck repairs between beams 2 and 3 and one between beams 3 and 4 (Photo 10) which account for <1% of the total deck area.

Overall, the deck is in satisfactory condition.

3.3.1.3 Joints

The deck has a neoprene expansion joint at piers 1 and 3. The north expansion joint measured approximately 1.25" (Photo 2) at the inside southbound lane and 1.5" at the outside northbound lane at 75°F. The south expansion joint (Photo 4) measured approximately 1" at the inside southbound lane and 1" at the outside northbound lane at 75°F. The expansion joints are filled with debris along roughly 75% of the length. Vegetation is growing through the east end of the expansion joint at pier 3.

The fixed bridge joint system at pier 2 (Photo 3) measured approximately 3/4" at the inside southbound lane. The joint is filled with debris along the entire length.

Overall, the joints are in good condition.

3.3.1.4 Approach Slabs

The north approach slab has intermittent diagonal cracks extending the full length (Photo 32). Two spalls were noted on the east side of the median curb. Asphalt patches were noted on the roadway pavement at the north abutment (Photo 33).

The south approach slab has intermittent diagonal cracks extending the full length. An asphalt patch was noted on the roadway pavement at the south abutment.

Overall, the approach slabs are in satisfactory condition.

3.3.1.5 Parapets and Railings

The parapets have vertical cracks spaced at roughly 5' along the entire length. Map cracking was noted in the face of the parapet at a light pole in span 3. Vegetation was growing through the sidewalk at the north abutment joint. At the south abutment joint, there is a 1/8" wide crack in the east parapet due to a missing expansion joint (Photo 13).

No defects were noted in the railings.

Overall, the parapets and railings are in good condition.

3.3.1.6 Sidewalk

Hairline cracking spaced at 15' in the sidewalk and 1/8" wide cracks in the parapet were noted at expansion joints (Photo 12).

Overall, the sidewalk is in good condition.

3.3.2 Superstructure Condition

See *Attachment B* for Deck and Superstructure Condition Surveys.

3.3.2.1 PPC I-Beams

Spalled beam ends at piers 1 and 3 are typical (Photo 14). In span 1, there are top flange beam repairs at the following locations: three in beam 1, three in beam 2, and two in beam 14. A spall was noted in the top flange of beam 6 at span 1. The diaphragm at pier 1 contains spalls between beams 1 and 2, 3 through 6, 8 through 10, and 11 and 12 (Photo 15). In span 2, there are top flange beam repairs at the following locations: two in beam 1, one in beam 7, and three in beam 14. A spall was noted in the bottom flange of beam 6 in span 2. At pier 2, delamination was noted in the diaphragm between beams 8 and 9 and 10 and 11. In span 3, there are top flange beam repairs at the following locations: three in beam 1, one in beam 6, and two in beam 14 (Photo 16). There are three spalls in the top flange of beam 1. Spalls in the diaphragm at pier 3 were noted between beams 3 through 5, 9 and 10, and 11 through 13. The bottom flange of beam 5 is spalled with exposed and frayed prestressing strands at the beam end over pier 3 (Photo 17). In span 4, a beam repair was noted in the top flange of beam 2 and a spall was noted in the bottom flange of beam 14.

Overall, the beams are in fair condition.

3.3.2.2 Bearings

The top plate of all of the elastomeric and fixed bearings is corroded and exhibit pack rust (Photo 18). At pier 2, there is a partially unsupported bearing pad at beam 8 due to the spalled beam seat (Photo 19), a rusted through bearing plate at beam 7, and a loose bearing plate anchor bolt at beam 2 (Photo 20). The elastomeric bearing pads are in good condition (Photo 9).

Overall, the bearings are in fair condition.

3.3.3 Substructure Condition

See *Attachment C* for Substructure Condition Surveys.

3.3.3.1 Abutments

There are delaminations in the north abutment diaphragm on the west side of each beam (Photo 6).

The south abutment (Photo 7) has a hairline crack with efflorescence between beams 13 and 14. There are delaminations in the diaphragm on the east side of each beam. The preformed joint filler at the expansion joint between beams 6 and 7 protrudes outwards approximately 3" (Photo 36).

Defects, not including cracking, account for approximately 6% of the total abutment surface area.

Overall, the abutments are in good condition.

3.3.3.2 Piers

At pier 1, the concrete traffic barrier in front of the columns has intermittent vertical cracks ranging from hairline to 1/8" wide (Photo 21). The columns contain large areas of delamination with map cracking and water penetration up to 44" wide by the full height of the column (Photo 22). Spalls with exposed reinforcement were noted on the columns up to 16" x 44" x 2" deep (Photo 23). The pier cap contains areas of delamination up to 144" wide by the full height of the cap, spalls up to 12" x 26", and horizontal cracks ranging from hairline to 1/8" wide. Vertical cracking was noted on the south face of the pier cap between beam 8 and 10 (Photo 24) and there is a 1/4" wide diagonal crack on the east end of the cap. On the underside of the cap, scaling and previous repairs with map cracking were typical between columns. 1/8" wide longitudinal cracks with efflorescence were noted between columns 2 and 3 and 5 through 7 (Photo 25) and two delaminations exist between columns 2 and 3 (Photo 26).

At pier 2 (Photo 8), delaminations up to 20" x 23" were noted at columns 1, 5, 6, and 7 while spalls up to 27" x 30" were noted on all columns, except 3 and 6. Columns 2 and 5 have previous repairs with map cracking. Intermittent vertical cracking was noted on the pier cap. Roughly 50% of the north face of the pier cap is delaminated (Photo 27) while there are 13 delaminated areas up to 42" x 46" on the south face. Five spalls were noted on the pier cap with the largest being 83" x 15" x 2" deep (Photo 28). Previous repairs with map cracking and efflorescence are typical on the underside of the cap and one area of delamination was noted.

At pier 3, intermittent vertical cracking ranging from hairline to 1/4" wide was noted on the concrete traffic barrier in front of the columns. Delamination was found on all columns with the largest being 40" wide by full height of the column. Hairline to 1/4" wide cracks were noted on columns 5 and 6 while spalls up to 2 1/2" deep with exposed reinforcement were noted on columns 2, 4, 5, and 6. Column 5 has a delaminated previous repair with map cracking. Map cracking was typical along the full height and length of the pier cap. Three horizontal 1/8" wide cracks with efflorescence were noted on the pier cap (Photo 29). Areas of delamination were noted on both cap faces up to 30' wide by the full height of the cap and two 1' x 2' spalls with

exposed reinforcement were noted on the south face (Photo 30). On the underside of the cap, there is typical map cracking with efflorescence, including at areas of previous repair, cracks up to 1/4" wide with efflorescence, and areas of scaling (Photo 31).

Defects, not including cracking, account for approximately 13% of the total pier surface area.

Overall, the piers are in fair condition.

3.3.3.3 Slopewalls

The slopewalls are crushed stone (Photo 37) and in good condition with patches of vegetation growth.

Overall, the slopewalls are in good condition.

3.3.3.4 Wingwalls

The northwest and southeast wingwalls each have an area of spalled concrete near the approach slab. The northeast wingwall contains two spalls and cracks (Photo 38) while the southwest wingwall has no defects.

Overall, the wingwalls are in good condition.

3.3.4 Drainage

The drainage system consists of six drainage scuppers with drainage pipes mounted to all of the piers. All six scuppers are clogged with vegetation and debris (Photo 34). A loose T-pipe connection was noted in the drainage pipe at the west end of pier 2 (Photo 35). The rest of the drainage system appeared to be in good condition due to recent repairs.

Overall, the drainage system is in satisfactory condition.

3.3.5 Geometry & Clearances

3.3.5.1 Geometry

The current bridge cross section meets current IDOT design standards.

3.3.5.2 Horizontal and Vertical Clearance

Based the Contract Plans I-05-5312, the existing minimum horizontal clearance from the edge of travel lane is 25'-3" in both directions. Based on current survey data, the existing minimum

vertical clearance is 14'-10" above the eastbound outside shoulder. According to the 2017 *Illinois Tollway Structure Design Manual*, the design minimum horizontal clearance is 10'-0", and design minimum vertical clearance is the existing clearance for the widening or rehabilitation of existing bridges and 15'-5" for new or reconstructing bridges.

4.0 POTENTIAL SCOPE OF WORK DETERMINATION AND ANALYSIS

This section discusses the bridge analysis and scope of work selection process. The appropriate scope of work for the bridge within the framework of the overall project is also discussed. The scope of the structural work at this bridge is primarily governed by structure specific factors such as structure condition, geometric conditions, economic evaluation, and exterior constraints.

The existing Edens Spur Tollway (I-94) was originally constructed in 1957 and has since been rehabilitated several times. The bridge deck was replaced in 2005 while the superstructure and substructure are original and have been in service for about 60 years. The bridge is in fair overall condition per the NBIS condition ratings, and is controlled by the superstructure and substructure conditions. Assuming a useful maximum service life of 75 years and 2019 as the base year, the remaining service life of the existing substructure and superstructure is approximately 15 years. The bridge deck has approximately 38 years of useful service life remaining.

The overall condition of the bridge is fair. The top of deck has diagonal cracks near the expansion joints and map cracking throughout. The underside of deck contains longitudinal and transverse cracks with efflorescence in all spans and full depth deck repairs in span 3. Both expansion joints are filled with debris but are in good condition. The parapets have vertical hairline cracks spaced at approximately 4' and cracks up to 1/8" wide near the expansion joints. The PPC I-beams are in fair condition with beam end spalls and occasional spalls on the flanges. The diaphragms at the abutments contained delaminations next to all of the beams and there are spalls with exposed reinforcement on the face and underside of the pier diaphragms. The abutments and slopewalls are in good condition with no defects noted. The piers are in fair condition, especially underneath the expansion joints, with delaminations and spalls with exposed reinforcement on the caps and columns. The wingwalls are in good condition with a few minor defects. The approach slabs exhibit diagonal cracking and contain a few spalls on the median curb. All of the scuppers were clogged but the overall bridge drainage system is in good condition.

This bridge is located within the limits of planned mainline reconstruction. The proposed typical section consists of one 12'-0" lane, one 13'-0" lane, one 15'-7 1/2" flex lane, an 11'-0" outside shoulder, and 3'-6" to the Tollway centerline. This mainline configuration eliminates the open median, adds a flex lane in both directions towards the centerline, and adopts the current Tollway standards for minimum lane and shoulder widths. Pier 2 will require a median barrier crashwall with this roadway section. In addition, the proposed mainline profile at this bridge will be lowered or remain the same in order to meet the minimum vertical clearance at this bridge. The proposed mainline horizontal alignment will remain the same.

The aerial electrical cables, lighting conduits, and traffic signals may be impacted by the recommended structural work at this bridge.

The bridge deck, joints, approach slabs, parapets, pedestrian and bridge fence railings, and lighting and electrical equipment are under the maintenance responsibility of IDOT. Repairs to these elements have been considered and included in the recommended scope of work. Coordination between IDOT and Tollway is necessary prior to approval of work.

4.1 Alternatives

The potential structural alternatives are discussed below. The estimated initial construction cost and life cycle cost for each option are provided. These costs are based on current year (2019) dollars and no price escalation factor is included. The LCCA was conducted over a 100-year time period. A 6% mobilization cost is included in both costs. A contingency of 20% of the construction activity cost is included in the estimated initial construction cost but not the life cycle cost.

4.1.1 Alternative 1: Repairs

- Repair bridge deck, approach slabs, and sidewalk*
- Repair parapets with structural repair of concrete and epoxy injection*
- Clean scuppers*
- Repair beam ends with polymer modified Portland cement mortar and fiber wrap
- Repair abutments, piers, and wingwalls with structural repair of concrete and epoxy injection
- Construct median barrier crashwall at pier 2

* IDOT cost item

This alternative consists of maintenance-type repairs to the structure and building a median barrier crashwall at pier 2 for the proposed mainline flex lane. The deck, approach slabs, sidewalks, and parapets will be repaired, and the scuppers cleaned. These items are under the jurisdiction of IDOT. Maintenance-type repairs will be performed on the beam ends, abutments, piers, and wingwalls by Tollway. A 7' wide median barrier crashwall will be constructed by Tollway at pier 2 according to the shielding requirements of the *2017 Illinois Tollway Structure Design Manual*.

Estimated initial construction cost for this option is \$0.40 M. The breakdown of cost between agencies is:

Estimated IDOT cost: \$20,000.

Estimated Tollway cost: \$380,000.

The life cycle cost for this option is \$6.16 M.

See *Attachment D* for the Cost Estimate and Life Cycle Cost Analysis.

4.1.2 Alternative 2: Full Structure Replacement

- Remove existing structure
- Replace structure with two-span bridge with integral abutments, concrete slopewalls, and PPC IL-beams

Complete bridge replacement as part of this alternative will eliminate the need for repair or replacement in the foreseeable future. This includes complete removal of the existing deck, approach slabs, superstructure, and substructures. The foundations will be left in place unless they interfere with the proposed foundation layout. The proposed structure will be a two-span bridge with a multi-column pier, integral abutments, and concrete slopewalls. The total deck width and configuration will remain the same, 83'-2" out-to-out. The superstructure will consist of ten 72" PPC IL beams spaced at approximately 9'-6" on center and will be designed for HL-93 live load. In order to meet the minimum vertical clearance for reconstructed bridges over the Tollway, the profile of B.N. 351 would need to be raised, the mainline profile would need to be lowered, or both profiles would need to change. The center pier will be located in the Tollway median and requires shielding by a median barrier crashwall. The pier will be supported on deep foundations such as driven piles or drilled shafts. The integral abutments will use driven HP or metal shell piles, and be protected by 4" concrete slopewalls. A new bridge drainage system will be installed as well.

Estimated initial construction cost for this option is \$8.60 M. The breakdown of cost between agencies is:

Estimated IDOT cost: \$2,470,000.

Estimated Tollway cost: \$6,130,000.

The life cycle cost for this option is \$8.68 M.

See *Attachment D* for the Cost Estimate and Life Cycle Cost Analysis.

4.2 Construction Staging

The above mentioned work can be completed using temporary lane closures for Alternative 1 and staged construction for Alternative 2. Discussions with Northbrook Township and IDOT are ongoing.

Intermittent closures of I-94 would be required for all alternatives for repair work to the underside of deck, and demolition and erection procedures.

5.0 DISCUSSION AND RECOMMENDED SCOPE OF WORK

5.1 Accelerated Bridge Construction Discussion

This bridge has been evaluated for Accelerate Bridge Construction (ABC) using the Tollway Decision Matrix Tool. The bridge scored a rating of 49 indicating that the bridge does not meet the minimum score of 60 to require the evaluation of ABC methods. The low score is due to the complexity of the structure, limited ROW, and the low impact to the environment.

For Alternative 1, the scope of work is limited to repairs and ABC methods are not feasible options. For Alternative 2, precast bridge elements and ultra-high performance concrete (UHPC) could be used for this option. Self-propelled modular transporter (SPMT) installation method may be viable for this option as well due to aerial utility lines. The cost estimates provided in this BCR are for conventional construction.

5.2 Recommended Scope of Work

The alternatives described in *Section 4.0* provide differing service lives for these bridges.

Alternative 1 recommends bridge repairs only in Year 0 since no major element needs significant repairs. The proposed mainline profile underneath this bridge will need to be lowered or the bridge profile will need to be raised to meet Tollway's minimum vertical clearance requirements. A disadvantage of this option is that the bridge will require full replacement in approximately 15 years when the superstructure and substructure reach the end of their useful service lives. Engineering judgement determined that the useful service life of the existing substructure cannot be extended due to the increasing levels of deterioration. The current deck will have to be replaced as well, even though it will have some useful service life remaining.

Alternative 2 has the merit of addressing future maintenance and reconstruction issues, as well as the substandard Tollway clearance requirements, by replacing the bridge now as part of this contract. The proposed bridge configuration will provide a more modern layout and less future maintenance.

	Construction Cost	Life Cycle Cost
Alternative 1	\$0.40 M	\$6.16 M
Alternative 2	\$8.60 M	\$8.68 M

Because of the lower construction and life cycle cost, Alternative 1 is the recommended option for this bridge. See *Attachment E* for the Proposed Structure Sketches.

Attachment A

Tollway & IDOT Structure Condition Reports

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**ILLINOIS STATE TOLL HIGHWAY AUTHORITY
STRUCTURE INSPECTION FIELD REPORT**

Program manager: Elias Ajami

INSPECTOR: S. Bilik

INSP. DATE: 6/23/2017

INSP. TYPE: Detailed

TEMP: 75.00 °F

BRIDGE NUMBER	LOCATION			MILE POST	INVENTORY NO. (FHWA ID)						
351	ES	U	IL 43 (Waukegan Rd.)	27.77 mi	0160305						
STRUCTURE TYPE	MAINT. AREA	NO. OF SPANS	MAINT. AGENCY		AGREEMENT TYPE						
PPCB	4.00	4.00	IDOT		C						
DECK *		SUPERSTRUCTURE *			SUBSTRUCTURE *						
		P. C.				P. C.					
Deck Wearing Surface	7	7	Stringers	N	N	Abutments :					
Deck Condition	6	6	Diaphragms	6	5	- Wings	6	6			
Deck Joints	5	4	Girders or Beams	5	5	- Backwall	7	7			
			Floor Beams	N	N	- Breastwall	7	7			
			Trusses - General	N	N	- Pedestal	7	7			
			- Portals	N	N	- Slope Prot./MSEW	6	6			
			- Bracing	N	N	- Settlement/Exp.Pile	8	8			
CULVERTS *			Rivets or Bolts	N	N	Piers or Bents					
Top Slab			Welds - Cracks	N	N	- Caps	6	6			
Base Slab			Collision Damage	5	5	- Column	6	5			
Walls			Load Deflection	8	8	- Web	N	N			
			Member Alignment	8	8	- Settlement/Exp.Pile	8	8			
			Load Vibration	8	8	Bridge Protection	8	8			
GENERAL *						Bearing Devices	5	5			
Median	7	7	GENERAL *			Arch	N	N			
Parapet	7	7	Paint	N	N						
Railing	8	8	Year Painted:								
Drains	4	4									
Approach Slab.	7	7									
Deck *	Item 58	6	6	SUPERSTR. *	Item 59	5	5	SUBSTR. *	Item 60	6	5
Culverts *	Item 62			FCR *	Item 93A1			SCOUR *	Item 113		
R. Ap. Item 36A B C D	3	2	2					Cha. Prot. Item 61	N		
								W/W. Adq. Item 71	N		
								P/A. Prot. Item 111	N		

OperatingRating-64B1

TRUCK TYPE: HS 20

InventoryRating-66B1

3.12

1.87

* Use rating schedule for Deck, Superstructure, Substructure & Scour items (9 to 0)

NOTE: See reverse for description of condition rating

**Illinois Department of Transportation
Structures Information Management System
Structure Summary Report**

Date: 09/01/2017

Page: 1

Structure Number: 016-0305

District: 1

Inventory Data

Facility Carried: IL 43 (WAUKEGAN RD)	Bridge Name:	Sufficiency Rating: 80.0	Structure Length: 302.0
Feature Crossed: I- 94 EDENS SPUR	Location: 0.5 M N IL 68	HBP Eligible: No	AASHTO Bridge Length: 99.9
Bridge Remarks:		Replaced By: -	Length of Long Span: 91.0
Bridge Status: 1 OPEN - NO RESTRICT	Status Date: 05/2007	Replaces: -	Bridge Roadway Width: 57.0
Status Remarks:		Last Update Date: 11/19/2014	Appr Roadway Width: 72.0
Maint County: 016 COOK	Maint Township: 21 NORTHFIELD	Parallel Structure: None	Deck Width: 83.2
Maint Responsibility: 21 ILL. TOLLWAY COMMISSION I.D.O.T.		Multi-Level Structure Nbr:	Sidewalk Width Right: 0.0
Service On/Under: 5 SECOND LEVEL INTERCHANGE 1 / HIGHWAY		Skew Direction: L	Sidewalk Width Left: 7.0
Reporting Agency: 8 ILLINOIS TOLLWAY AUTHORITY		Skew Angle: 43 D	Navigation Control: N N/A
Main Span Matl/Type: 5 PRESTRESS CONCRETE / 02 STRINGER/MULTI-BEAM/GIRDER		Structure Flared: No	Navigation Horiz Clear: 0
Nbr Of Main Spans: 4	Nbr Of Approach Spans: 0	Historical Significance: No	Navigation Vert Clear: 0
Approaches		Border Bridge State:	Culvert Fill Depth: 0.0
Near #1 Matl/Type: /		Bdr State SN:	Number Culvert Cells: 0
Near #2 Matl/Type: /		Bdr State % Responsibility: 0	Culvert Opening Area: 0.0
Far #1 Matl/Type: /		Structural Steel Wt 0	Culvert Cell Height: 0.00
Far #2 Matl/Type: /		Substructure Material:	Culvert Cell Width: 0.00
Median Width/Type: 16 Ft. / 3 Curb		Rated By: 3 Consultant	Rate Method: 6 LOAD FACTOR (LF) REPORTED BY RATING FACTOR (RF)
Guardrail Type L/R: 0None / 0 None	Inventory Rating: 1.870(67)	Load Rating Date: 02/21/2014	Railroad Crossing Info
Toll Facility Indicator: 0 No Toll	Operating Rating: 3.120(112)		Crossing 1 Nbr:
Latitude: 42.14499469	S Longitude: 87.83022244	S Design Load: 02 HS20	Crossing 1 Nbr:
Deck Structure Type: A CIP CON NRMLLY FORM	Deck Structure Thickness: 7.5	SD: N FO: N	RR Lateral Underclear: 0.0
Sidewalks Under Structure: 0 None			RR Vertical Underclear: 0 Ft 0 In

Key Route On Data

Key Route Nbr: FEDERAL-AID PRIMARY 0348	Station: 0.6000
Appurtenances Main Route 00000	Segment:
Inventory County: 016 COOK	Linked: Y
Township/Road Dist 21 NORTHFIELD	Natl. Hwy System: On NHS
Municipality 4190 NORTHBROOK	Inventory Direction:
Urban Area: 1051 1051	Curr AADT Yr/Count: 2015 / 25200
Functional Class: 3 OTHER PRINCIPAL ARTERIAL	Est Truck Percentage: 3
** CLEARANCES ** South/East North/West	Number Of Lanes: 4
Max Rdwy Width: 28.0	One Or Two Way: 2 Two-Way
Horizontal: 82.0 0.0	Bypass Length: 0
	Future AADT Yr/Cnt: 2032 / 26883
	Designated Truck Rte: CLASS II
Lateral:	Special Systems: Yes

Key Route Under Data

Key Route Nbr: FEDERAL-AID INTERSTATE 0094	Station: 2.5200
Appurtenances Main Route 00000	Segment:
Inventory County: 016	Linked: Y
Township/Road Dist 21 NORTHFIELD	Natl. Hwy System: On NHS
Municipality 1420 DEERFIELD	Inventory Direction:
Urban Area: 1051 1051	Curr AADT Yr/Count: 2015 / 48100
Functional Class: 1 INTERSTATE	Est Truck Percentage: 6
** CLEARANCES ** South/East North/West	Number Of Lanes: 4
Max Rdwy Width: 58.0	One Or Two Way: 2 Two-Way
Horizontal: 62.5 62.5	Bypass Length: 0
	Future AADT Yr/Cnt: 2032 / 52118
	Designated Truck Rte: CLASS I
Lateral:	Special Systems: Yes

***** Marked Route On Data *****

Designation	Kind	Number
Route #1: 1 Mainline	3 State Highway	043
Route #2: 1 Mainline		
Route #3: 1 Mainline		

***** Marked Route Under Data *****

Designation	Kind	Number
1 Mainline	1 Interstate Highway	094
1 Mainline		
1 Mainline		

**Illinois Department of Transportation
Structures Information Management System
Structure Summary Report**

Date: 09/01/2017

Page: 2

Structure Number: 016-0305

District: 1

Data Related to Inspection Information

*** Inspection Intervals ***		*** Maximum Allowable Posting Limits ***				Bridge Posting Level:	
Routine NBIS:	24 MOS	Underwater:	0 MOS	One Truck At A Time:	0	Combination Type 3S-1:	Tons
		Special:	N	Single Unit Vehicles:	Tons	Combination Type 3S-2:	Tons
							5 No Posting Required

Inspection/Appraisal Information

Inspection Date:	06/23/2017	Inspection Temperature:	75Deg. F	** Actual Posted Limits **			
Deck:	6	SATISFACTORY CONDITION - MINOR DETERIORATION				Single Unit Vehicles:	Tons
Superstructure:	5	FAIR CONDITION - MINOR SECTION LOSS, CRACKS				Combination Type 3S-1:	Tons
Substructure:	5	FAIR CONDITION - MINOR SECTION LOSS, CRACKS				Combination Type 3S-2:	Tons
Culvert:	N	NOT APPLICABLE				One Truck At A Time:	0
Channel and Protection:	N	NOT APPLICABLE				Deck Wearing Surf:	A BARE DECK NO OVRLAY
Structural Evaluation:	5	BETTER THAN ADEQUATE TO BE LEFT IN PLACE				Deck Membrane:	F NONE
Deck Geometry:	5	BETTER THAN ADEQUATE TO BE LEFT IN PLACE				Deck Protection:	A EPOXY COATED REINF
Underclearance-Vert/Lat.:	4	MINIMUM ADEQUACY TO BE LEFT IN PLACE				Total Deck Thick:	7.5
Waterway Adequacy:	N	NOT APPLICABLE				Last Paint Date:	
Approach Roadway Align:	8	EQUAL TO PRESENT DESIRABLE CRITERIA					
Bridge Railing Appraisal:	3	Meets Standards					
Approach Guardrail:	22N	Not Acceptable	Not Acceptable	N/A			
Pier Navig Protection:	N	N/A					

Underwater Inspection/Appraisal Information

Inspection Date:		Inspection Method:		Appraisal Rating:	
Temperature:					

Scour Critical Information

Miscellaneous

Rating:		Evaluation Method:		Microfilm Data Recorded:	Yes
Analysis Date:					

Construction Information

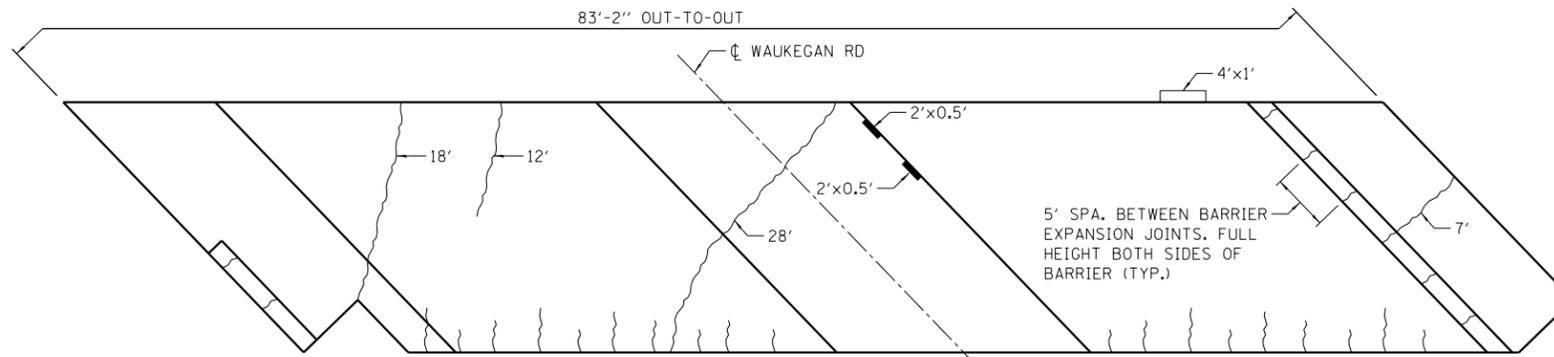
Year:	1958	Original	2006	Reconstructed
Route:	NIT-HWY	Sta: 135+65.85	FAP-348	Sta: 100+01.67
Section Nbr:	T11-10		3271B-R	
Contract Nbr:			62538	
Fed Aid Pr#:	00000000000000		00000000000000	
Built By:	2	OTHER STATE AGENCY	2	OTHER STATE AGENCY

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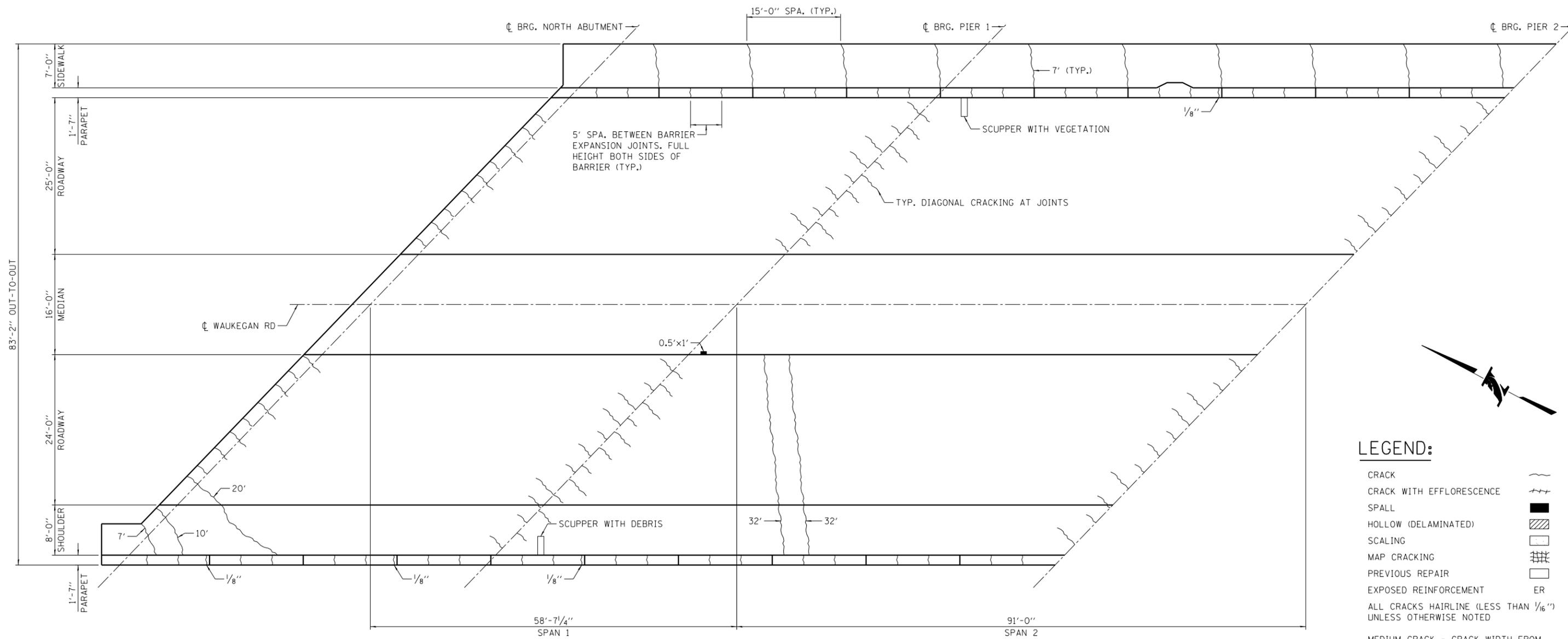
Attachment B

Deck and Superstructure Condition Surveys

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NORTH APPROACH SLAB PLAN



DECK PLAN
(SPANS 1 & 2)

LEGEND:

- CRACK
- CRACK WITH EFFLORESCENCE
- SPALL
- HOLLOW (DELAMINATED)
- SCALING
- MAP CRACKING
- PREVIOUS REPAIR
- EXPOSED REINFORCEMENT ER
- ALL CRACKS HAIRLINE (LESS THAN 1/16") UNLESS OTHERWISE NOTED
- MEDIUM CRACK - CRACK WIDTH FROM 1/16" TO 1/8"
- LARGE CRACK - CRACK WIDTH ≥ 1/8"

Invalid expression
 Invalid expression
 Default

DRAWN BY JNP SCALE 1/8"=1'-0"
 CHECKED BY TLR DATE 12/01/2017



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

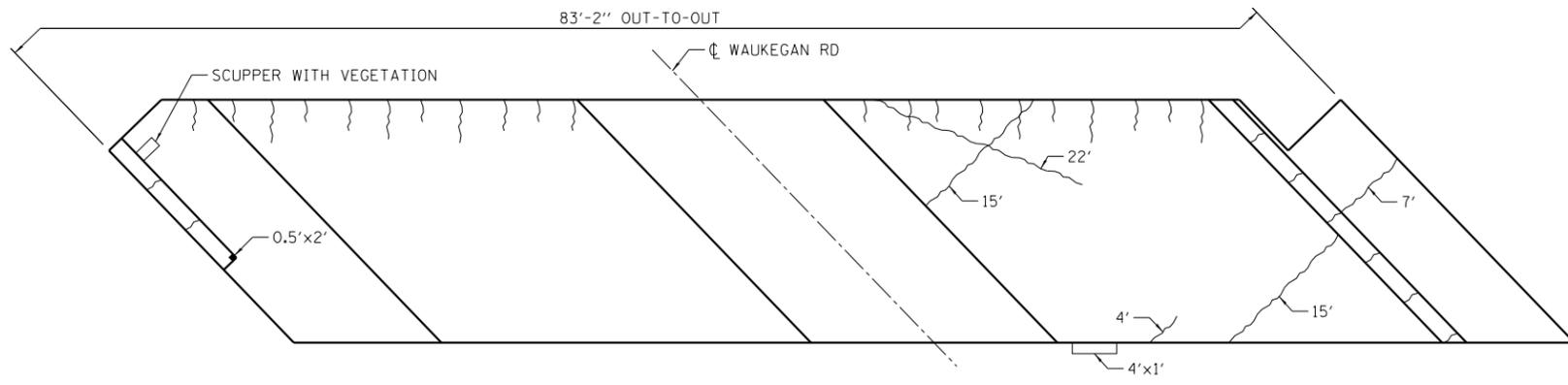
NO.	DATE	REVISIONS	
		DESCRIPTION	

CONTRACT NO. RR-16-4275
 WAUKEGAN ROAD OVER I-94 (BN 351)
 DECK PLAN 1

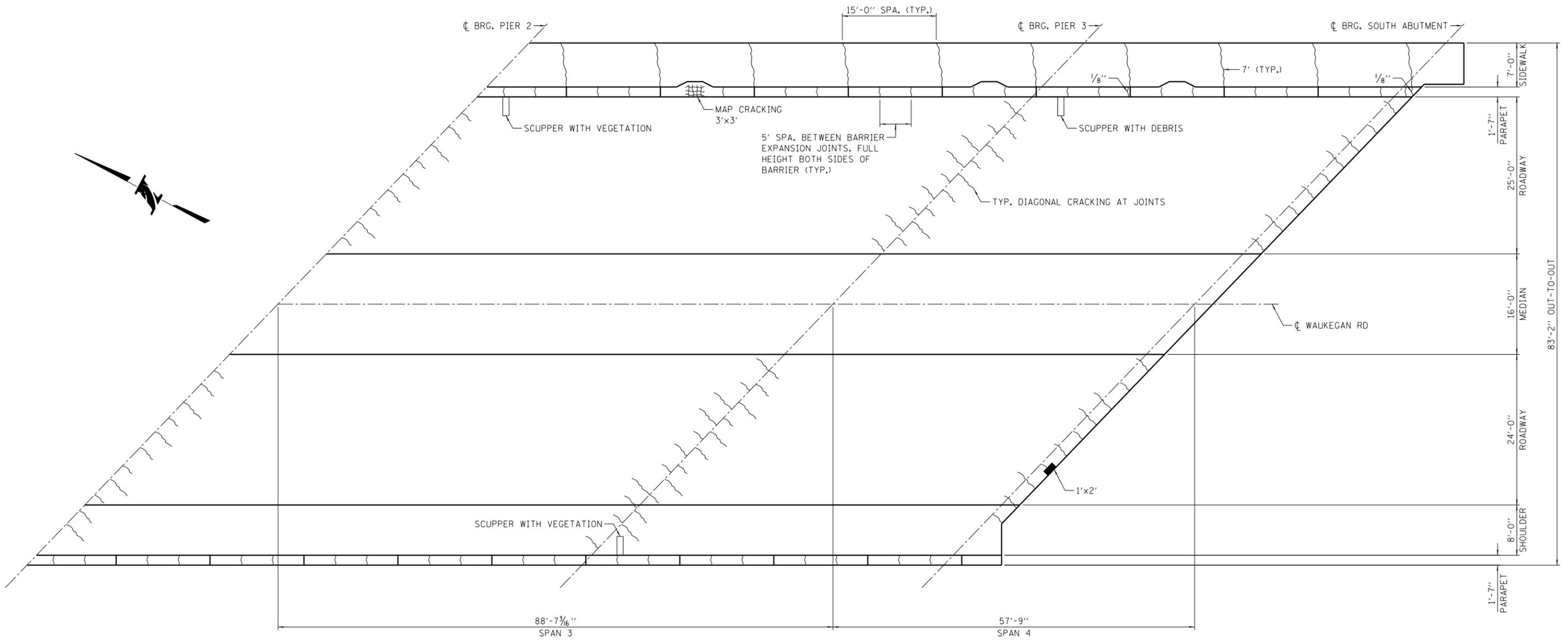
SHEET NO. B-1
 DRAWING NO. 1 OF 4

LEGEND:

- CRACK
- CRACK WITH EFFLORESCENCE
- SPALL
- HOLLOW (DELAMINATED)
- SCALING
- MAP CRACKING
- PREVIOUS REPAIR
- EXPOSED REINFORCEMENT
- ALL CRACKS HAIRLINE (LESS THAN 1/16") UNLESS OTHERWISE NOTED
- MEDIUM CRACK - CRACK WIDTH FROM 1/16" TO 1/8"
- LARGE CRACK - CRACK WIDTH ≥ 1/8"



SOUTH APPROACH SLAB PLAN



DECK PLAN
(SPANS 3 & 4)

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 Default

DRAWN BY JNP SCALE 1/8"=1'-0"
 CHECKED BY TLR DATE 12/01/2017

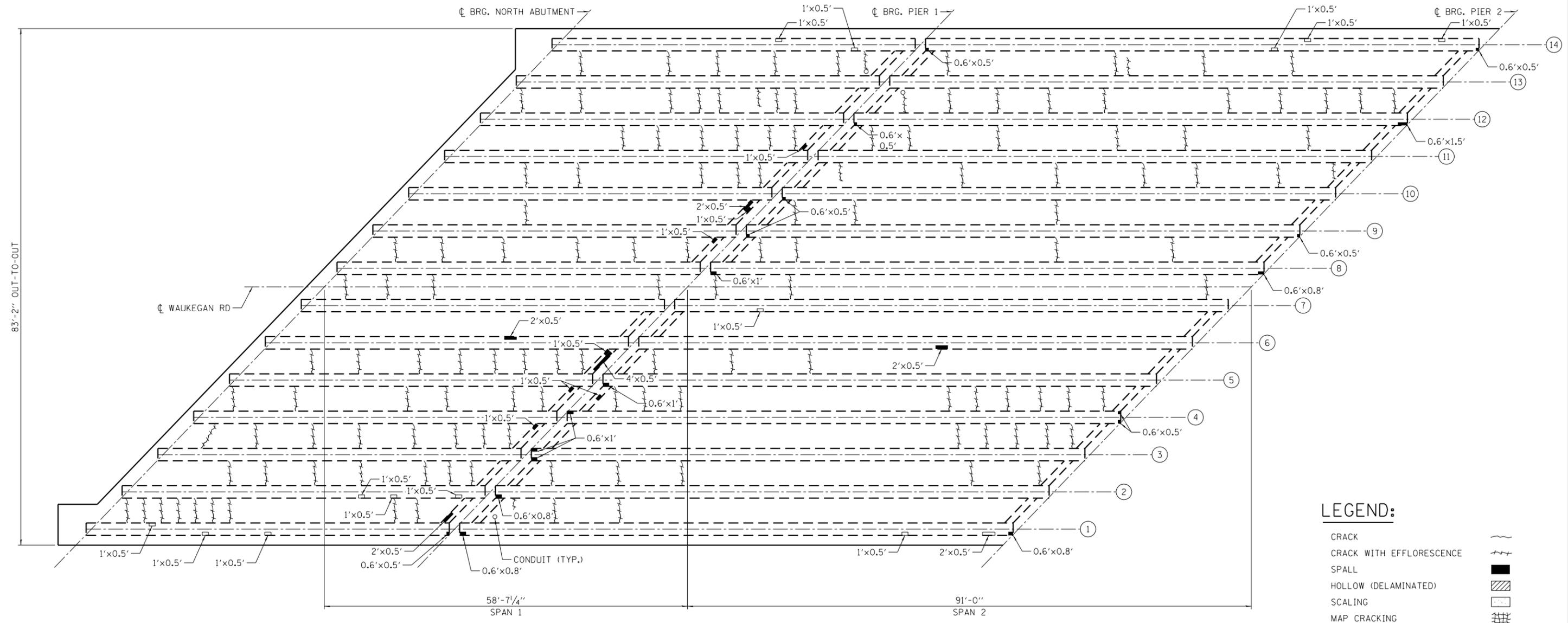


THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION

CONTRACT NO. RR-16-4275
 WAUKEGAN ROAD OVER I-94 (BN 351)
 DECK PLAN 2

SHEET NO. B-2
 DRAWING NO. 2 OF 4



REFLECTED PLAN
(SPANS 1 & 2)

- LEGEND:**
- CRACK
 - CRACK WITH EFFLORESCENCE
 - SPALL
 - HOLLOW (DELAMINATED)
 - SCALING
 - MAP CRACKING
 - PREVIOUS REPAIR
 - EXPOSED REINFORCEMENT ER
 - ALL CRACKS HAIRLINE (LESS THAN 1/16") UNLESS OTHERWISE NOTED
 - MEDIUM CRACK - CRACK WIDTH FROM 1/16" TO 1/8"
 - LARGE CRACK - CRACK WIDTH ≥ 1/8"

project:
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DRAWN BY JNP SCALE 1/8"=1'-0"
 CHECKED BY TLR DATE 12/01/2017



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

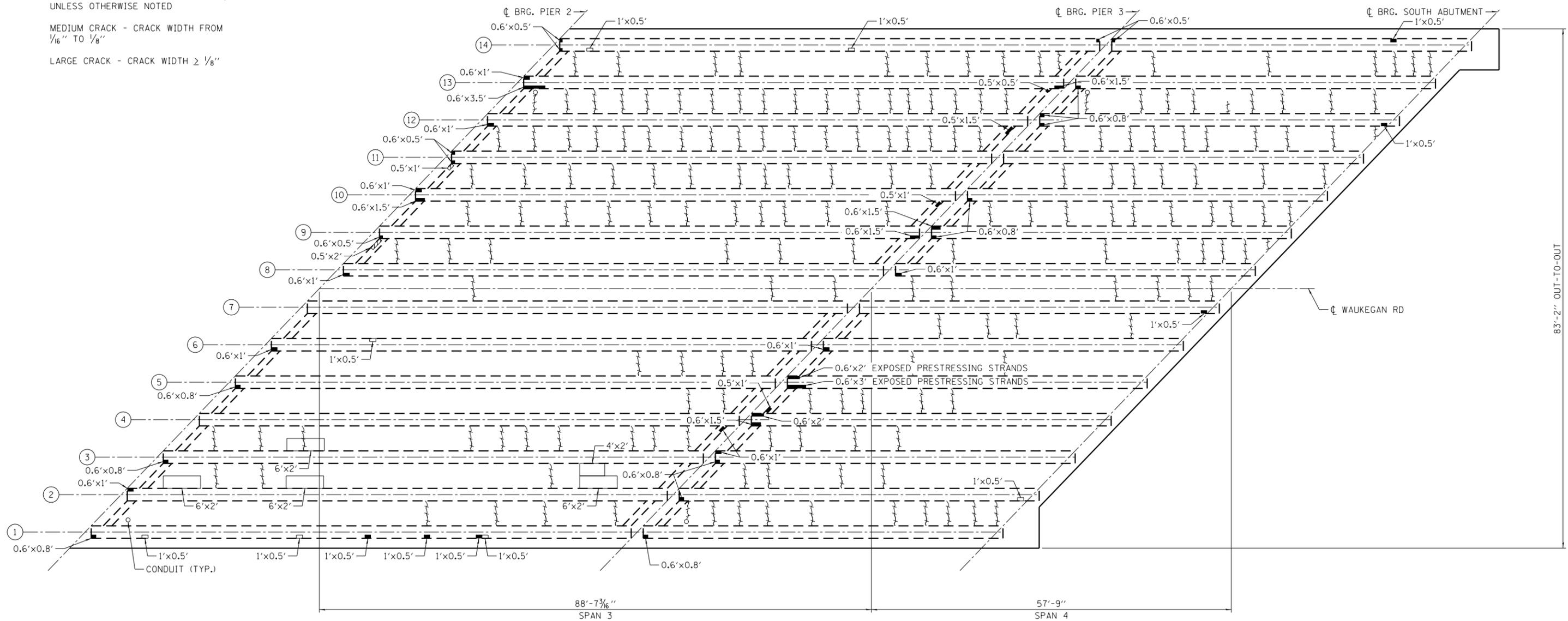
NO.	DATE	REVISIONS	
		DESCRIPTION	

CONTRACT NO. RR-16-4275
 WAUKEGAN ROAD OVER I-94 (BN 351)
 REFLECTED PLAN 1

SHEET NO. B-3
 DRAWING NO. 3 OF 4

LEGEND:

- CRACK
- CRACK WITH EFFLORESCENCE
- SPALL
- HOLLOW (DELAMINATED)
- SCALING
- MAP CRACKING
- PREVIOUS REPAIR
- EXPOSED REINFORCEMENT ER
- ALL CRACKS HAIRLINE (LESS THAN 1/16") UNLESS OTHERWISE NOTED
- MEDIUM CRACK - CRACK WIDTH FROM 1/16" TO 1/8"
- LARGE CRACK - CRACK WIDTH ≥ 1/8"



REFLECTED PLAN
(SPANS 3 & 4)

83'-2" OUT-TO-OUT

project
 invalid expression
 invalid expression
 default

DRAWN BY JNP SCALE 1/8"=1'-0"
 CHECKED BY TLR DATE 12/01/2017



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

NO.	DATE	REVISIONS	
		DESCRIPTION	

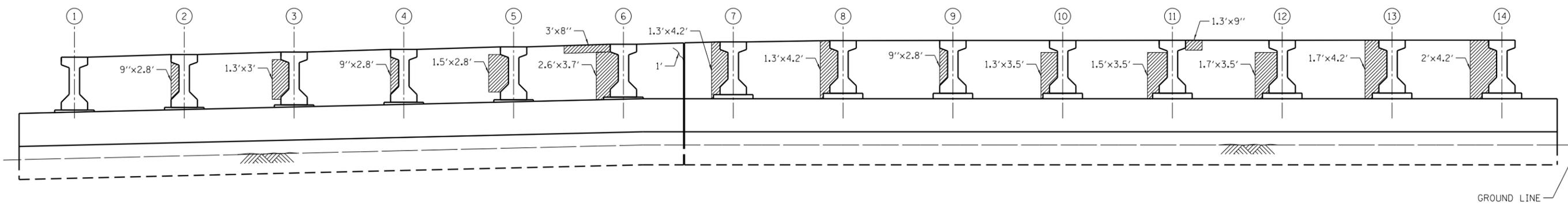
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 WAUKEGAN ROAD OVER I-94 (BN 351)
 REFLECTED PLAN 2

SHEET NO. B-4
 DRAWING NO. 4 OF 4

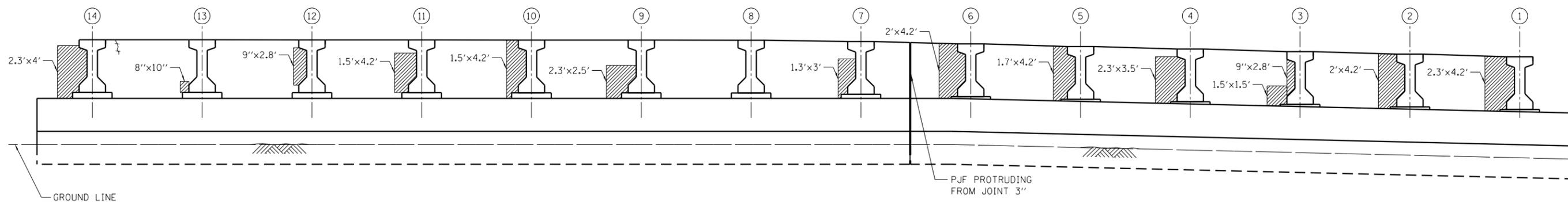
Attachment C

Substructure Condition Surveys

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NORTH ABUTMENT
(LOOKING NORTH)



SOUTH ABUTMENT
(LOOKING SOUTH)

LEGEND:

- | | | |
|--------------------------|----|--------------------------------------------------------------|
| CRACK | | ALL CRACKS HAIRLINE (LESS THAN 1/16") UNLESS OTHERWISE NOTED |
| CRACK WITH EFFLORESCENCE | | |
| SPALL | | MEDIUM CRACK - CRACK WIDTH FROM 1/16" TO 1/8" |
| HOLLOW (DELAMINATED) | | LARGE CRACK - CRACK WIDTH ≥ 1/8" |
| MAP CRACKING | | |
| PREVIOUS REPAIR | | |
| EXPOSED REINFORCEMENT | ER | |

project: RR-16-4275
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 invalid expression
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DRAWN BY JNP SCALE 1/4"=1'-0"
 CHECKED BY TLR DATE 12/01/2017

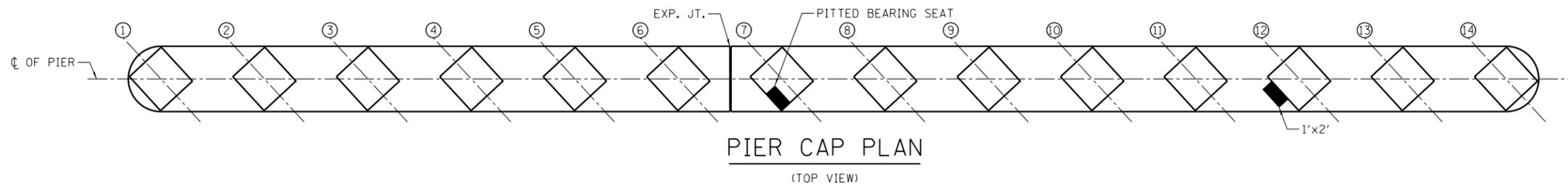


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 2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

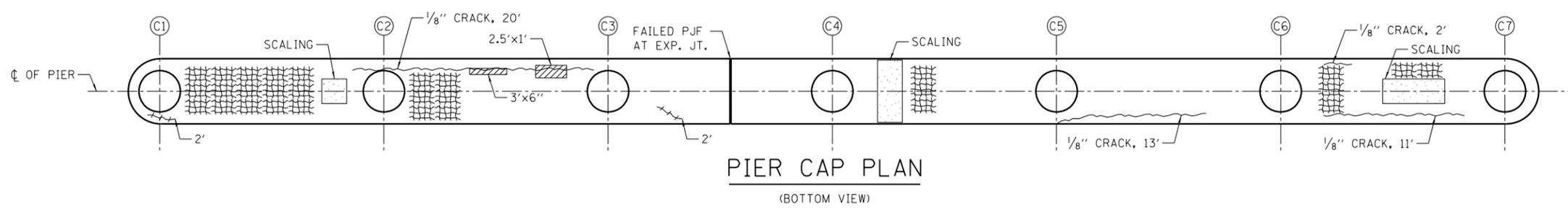
REVISIONS		
NO.	DATE	DESCRIPTION

CONTRACT NO. RR-16-4275
 WAUKEGAN ROAD OVER I-94 (BN 351)
 ABUTMENT ELEVATIONS

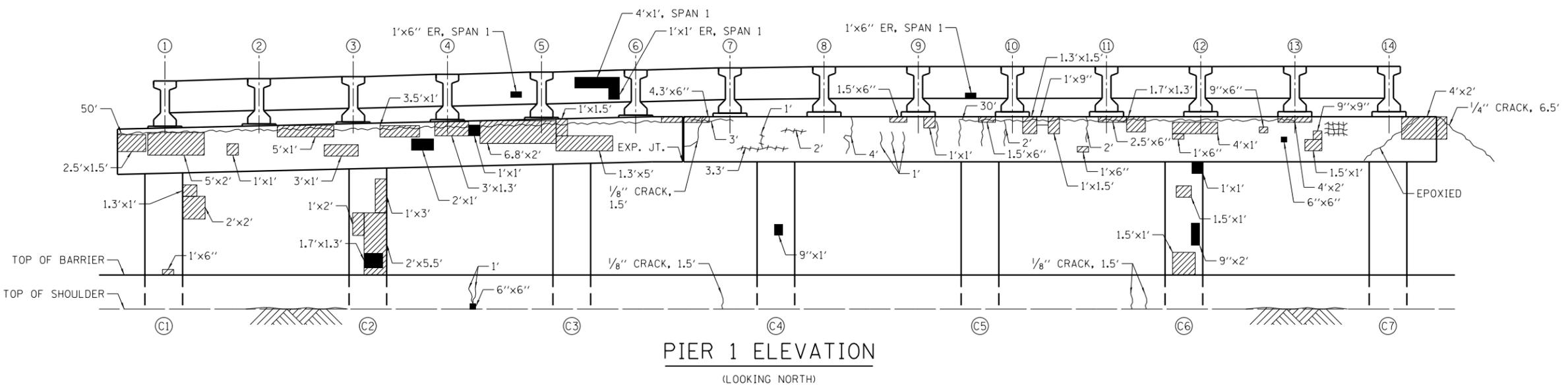
SHEET NO. C-1
 DRAWING NO. 1 OF 5



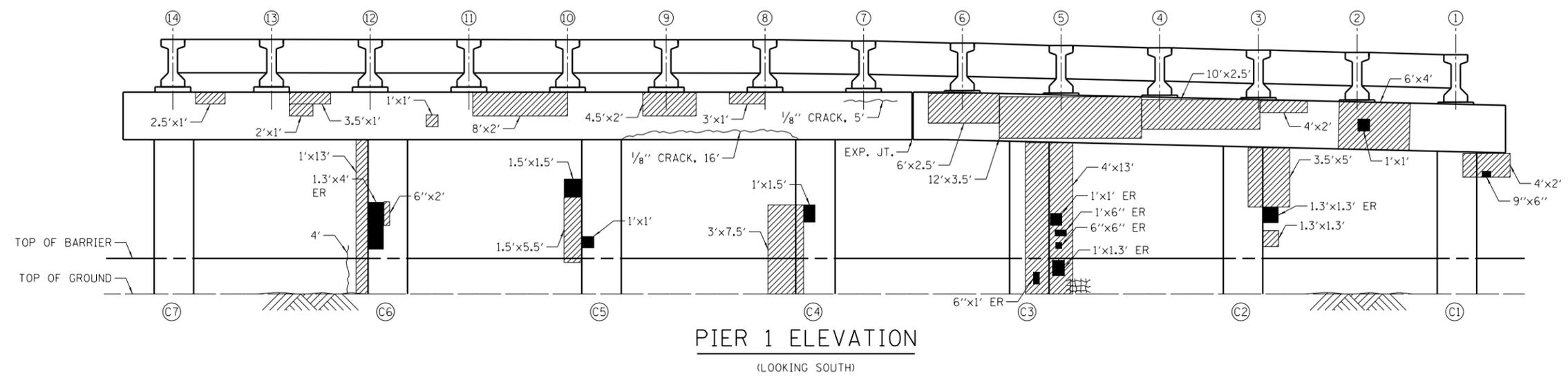
PIER CAP PLAN
(TOP VIEW)



PIER CAP PLAN
(BOTTOM VIEW)



PIER 1 ELEVATION
(LOOKING NORTH)



PIER 1 ELEVATION
(LOOKING SOUTH)

LEGEND:

- CRACK
- CRACK WITH EFFLORESCENCE
- SPALL
- HOLLOW (DELAMINATED)
- MAP CRACKING
- PREVIOUS REPAIR
- EXPOSED REINFORCEMENT
- ALL CRACKS HAIRLINE (LESS THAN 1/16") UNLESS OTHERWISE NOTED
- MEDIUM CRACK - CRACK WIDTH FROM 1/16" TO 1/8"
- LARGE CRACK - CRACK WIDTH ≥ 1/8"

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 CHECKED BY JNP DATE 12/01/2017

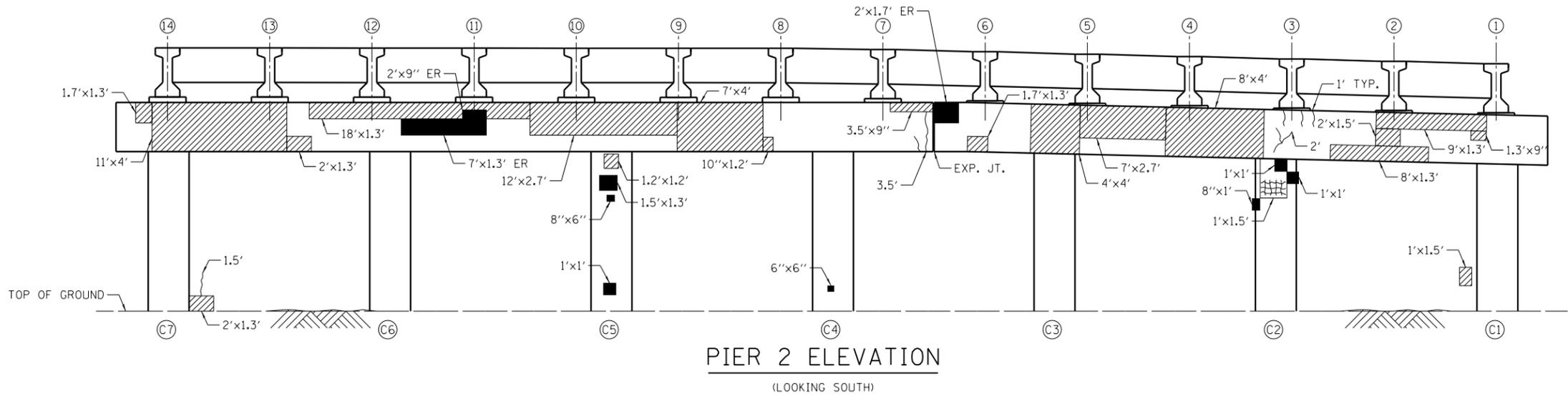
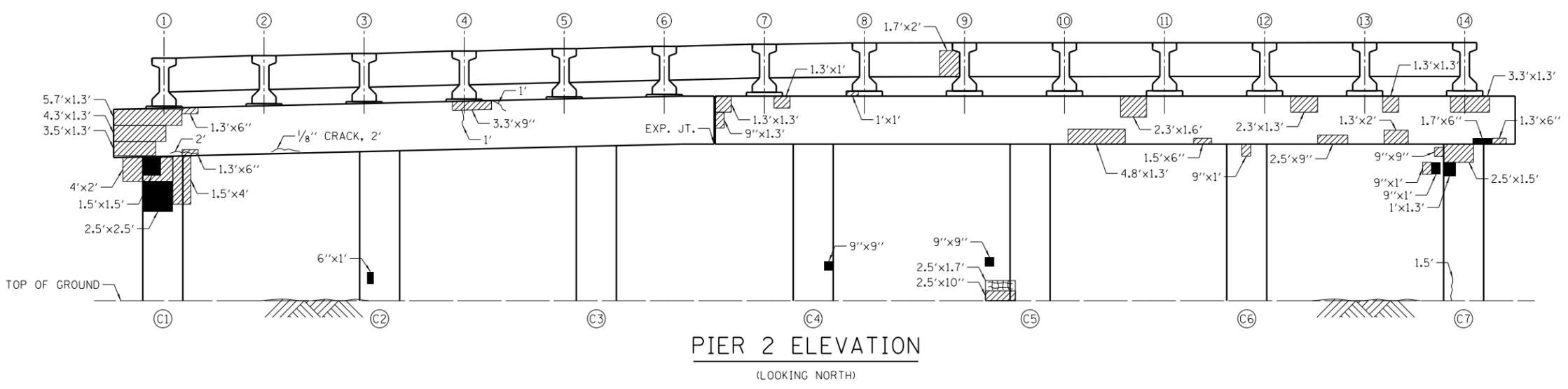
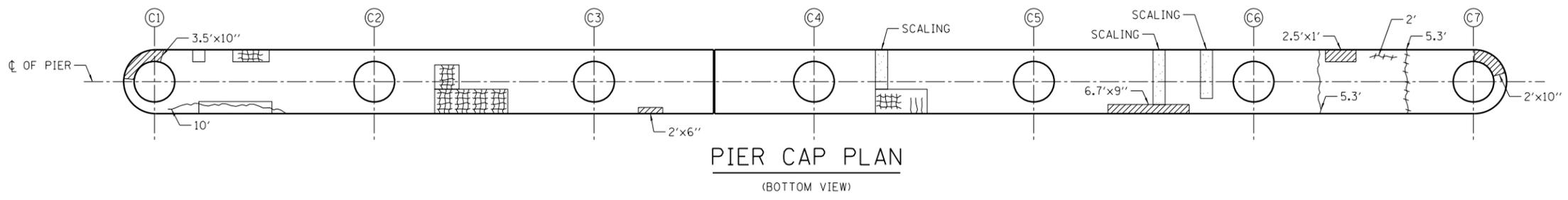
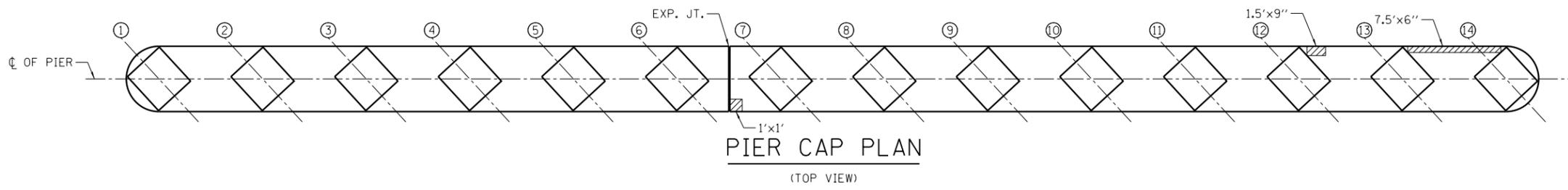


THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

NO.		DATE	REVISIONS	DESCRIPTION

CONTRACT NO. RR-16-4275
 WAUKEGAN ROAD OVER I-94 (BN 351)
 PIER 1 ELEVATION

SHEET NO. C-2
 DRAWING NO. 2 OF 5



- LEGEND:**
- CRACK
 - CRACK WITH EFFLORESCENCE
 - SPALL
 - HOLLOW (DELAMINATED)
 - MAP CRACKING
 - PREVIOUS REPAIR
 - EXPOSED REINFORCEMENT
 - ALL CRACKS HAIRLINE (LESS THAN 1/16") UNLESS OTHERWISE NOTED
 - MEDIUM CRACK - CRACK WIDTH FROM 1/16" TO 1/8"
 - LARGE CRACK - CRACK WIDTH ≥ 1/8"

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DRAWN BY TLR SCALE 3/16" = 1'-0"
 CHECKED BY JNP DATE 12/01/2017

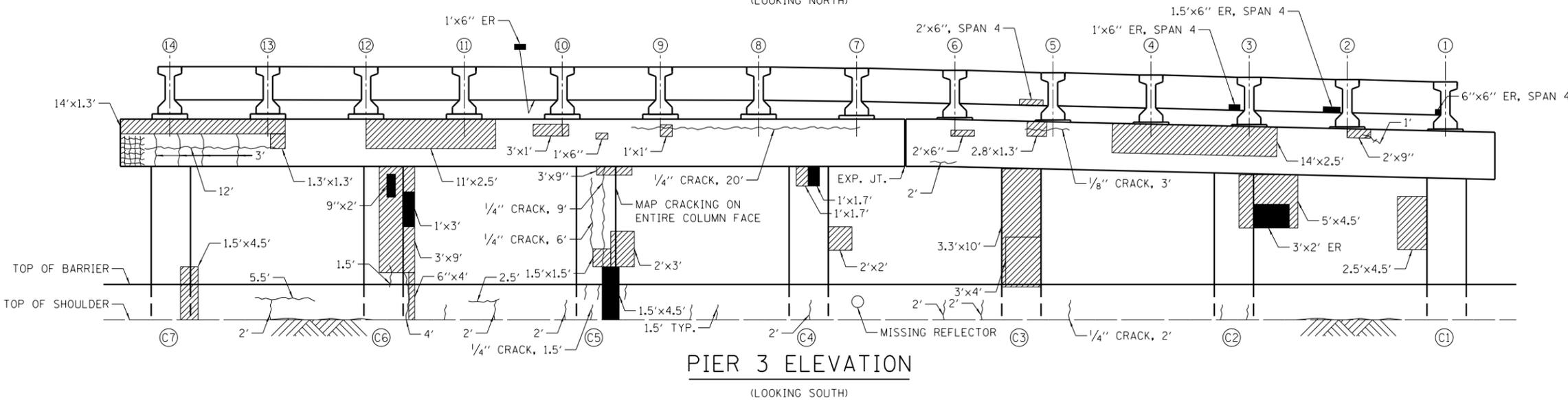
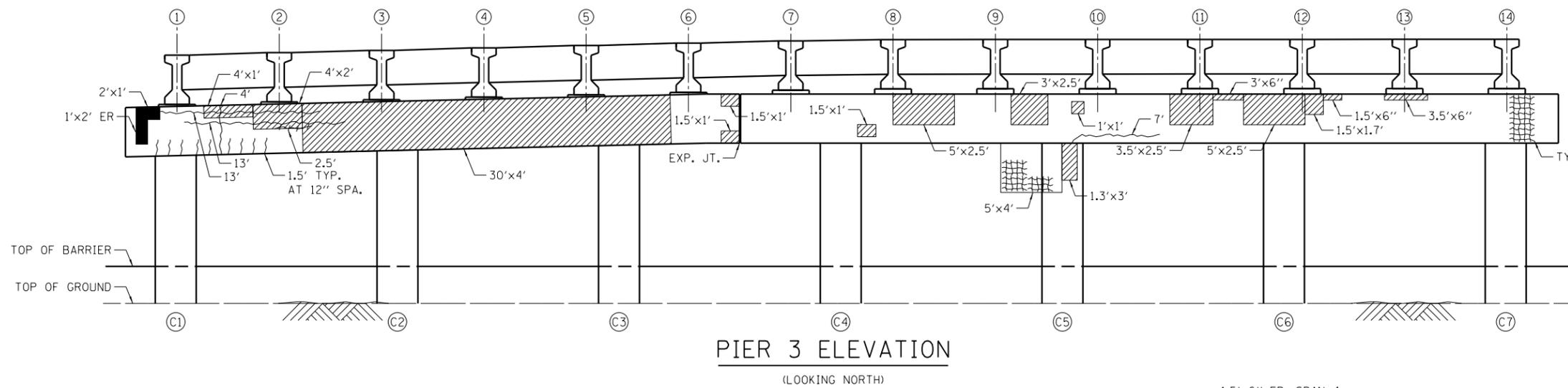
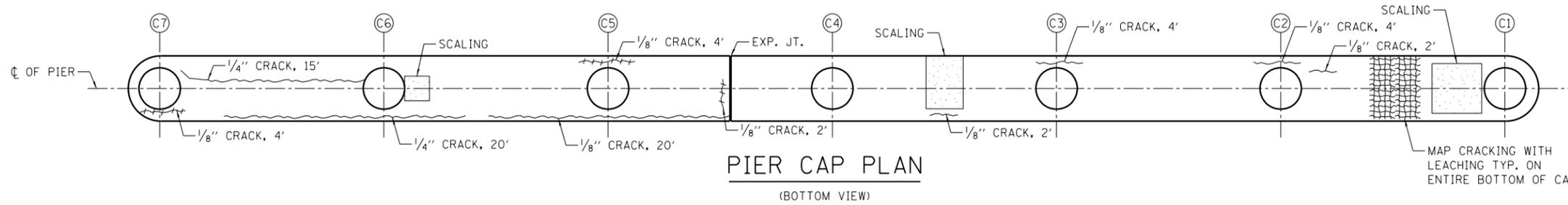
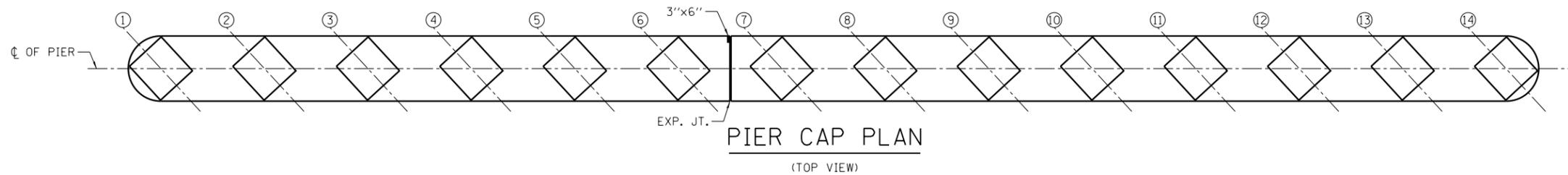


THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

NO.		DATE	REVISIONS	DESCRIPTION

CONTRACT NO. RR-16-4275
 WAUKEGAN ROAD OVER I-94 (BN 351)
 PIER 2 ELEVATION

SHEET NO. C-3
 DRAWING NO. 3 OF 5



LEGEND:

- CRACK
- CRACK WITH EFFLORESCENCE
- SPALL
- HOLLOW (DELAMINATED)
- MAP CRACKING
- PREVIOUS REPAIR
- EXPOSED REINFORCEMENT
- ALL CRACKS HAIRLINE (LESS THAN 1/16") UNLESS OTHERWISE NOTED
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- LARGE CRACK - CRACK WIDTH ≥ 1/8"

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DRAWN BY TLR SCALE 3/16" = 1'-0"
 CHECKED BY JNP DATE 12/01/2017

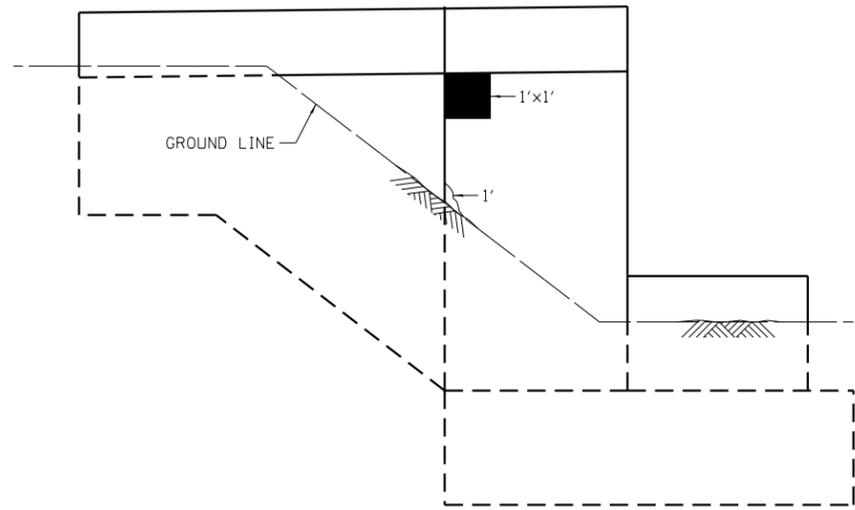


THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

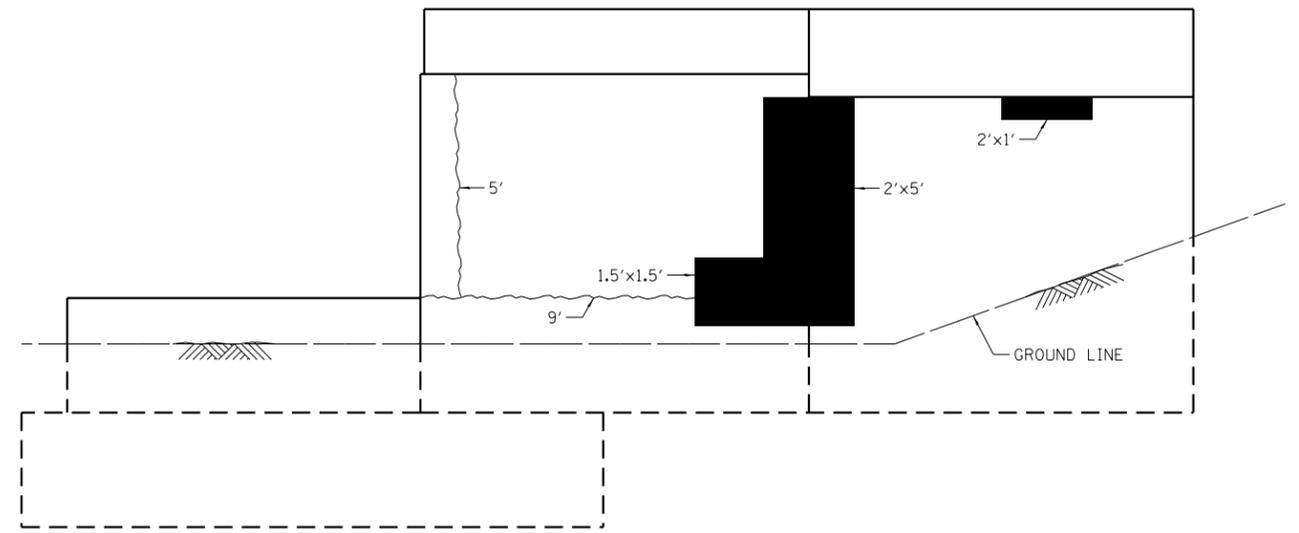
NO.		DATE	REVISIONS	DESCRIPTION

CONTRACT NO. RR-16-4275
 WAUKEGAN ROAD OVER I-94 (BN351)
 PIER 3 ELEVATION

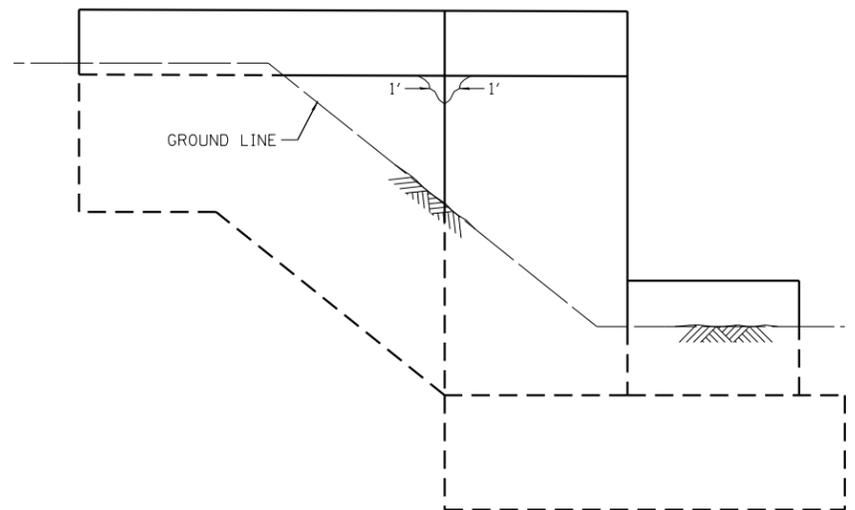
SHEET NO. C-4
 DRAWING NO. 4 OF 5



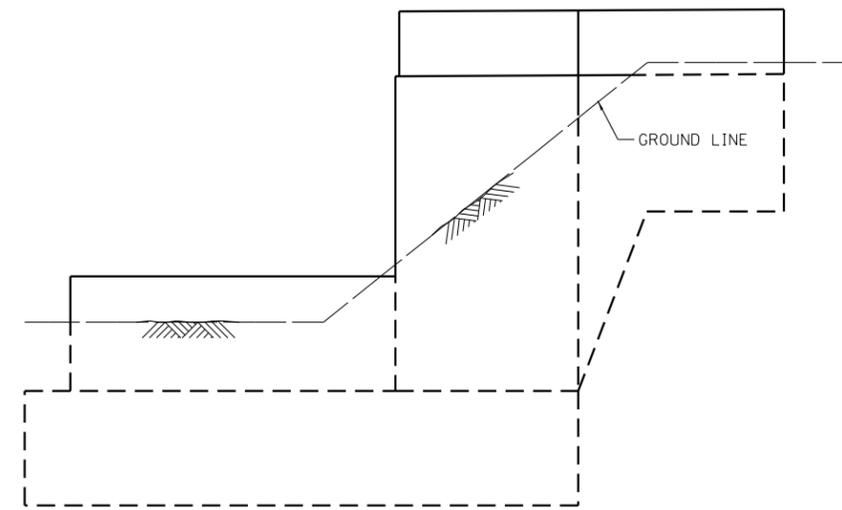
NORTHWEST WINGWALL
(LOOKING EAST)



NORTHEAST WINGWALL
(LOOKING WEST)



SOUTHEAST WINGWALL
(LOOKING WEST)



SOUTHWEST WINGWALL
(LOOKING EAST)

- LEGEND:**
- CRACK
 - CRACK WITH EFFLORESCENCE
 - SPALL
 - HOLLOW (DELAMINATED)
 - SCALING
 - MAP CRACKING
 - PREVIOUS REPAIR
 - EXPOSED REINFORCEMENT
 - ALL CRACKS HAIRLINE (LESS THAN 1/16") UNLESS OTHERWISE NOTED
 - MEDIUM CRACK - CRACK WIDTH FROM 1/16" TO 1/8"
 - LARGE CRACK - CRACK WIDTH ≥ 1/8"

project:
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 Default

DRAWN BY JNP SCALE 1/2"=1'-0"
 CHECKED BY TLR DATE 12/01/2017



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION

CONTRACT NO. RR-16-4275
 WAUKEGAN ROAD OVER I-94 (BN351)
 WINGWALL ELEVATIONS

SHEET NO. C-5
 DRAWING NO. 5 OF 5

Attachment D

Cost Estimate and Life Cycle Cost Analysis

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LIFE CYCLE COST ANALYSIS ASSUMPTIONS

Based on ISTHA Structure Design Manual, 2017, Section 2.5 and NCHRP Report 483

- MOT costs, user delay costs, and costs related to lost toll revenue due to construction activity are not included in the LCCA or estimate of construction cost.
- Analysis period = 100 years
- Mobilization cost = 6% of construction activity cost and is included in the LCCA and estimate of construction cost.
- Contingency cost = 20% of construction activity cost and is included in the estimate of construction cost only.

$i = \frac{2.6\%}{1}$ Real discount rate

$n =$ Year of expenditure

$PV = \frac{1}{(1+i)^n}$ Present value discount factor *(Eq 9, NCHRP 483)*

$NPV = C * PV$ Net present value

- If the first cost of repair is 10% or less than the cost of a new structural element, then an LCCA is not necessary and replacement is not required.
- If the first cost of repair is 80% or more than the cost of a new structural element, then an LCCA is not necessary and replacement shall be recommended.
- Escalation of the amount of repairs is not considered.
- Salvage value is calculated as the percentage of design life remaining at the end of the analysis period times the total cost of the last full bridge replacement.

General Schedule of Maintenance

- Existing element life span = 75-100 years (dependent on engineer's judgement); 50 years (deck only)
- New element life span = 100 years; 50 years (deck only)

- Orig. year of construction = 1957
- Deck reconstruction = 2005
- Year 0 for analysis = 2019

Structural Options

Alternative 1 - Repairs

Year	Substr.	Joints	Superstr.	Deck
0	Repair	Repair	Repair	Repair
15	Replace	Remove	Replace	Replace
25				
30				
40				Overlay
50				
55				Repair
60				
65	Repair			Replace
70				
75	Repair			
80				
85	Repair			
90				Overlay
95	Repair			
100				

Alternative 2 - Full Structure Replacement

Year	Substr.	Joints	Superstr.	Deck
0	Replace	Remove	Replace	Replace
15				
25				Overlay
30				
40				Repair
50	Repair			Replace
55				
60	Repair			
65				
70	Repair			
75				Overlay
80	Repair			
85				
90	Repair			Repair
95				
100				

LIFE CYCLE COST ANALYSIS ASSUMPTIONS

<u>Bridge Geometry:</u>	<i>Existing</i>		<i>Proposed</i>	
Skew			<u>42.683</u>	degrees, ahead left
N Abut, Pier 1	<u>43.950</u>	degrees, ahead left		
Pier 2	<u>42.683</u>	degrees, ahead left		
S Abut, Pier 3	<u>41.517</u>	degrees, ahead left		
Span Lengths				
Span 1	<u>61.50</u>	ft	<u>155.00</u>	ft
Span 2	<u>91.00</u>	ft	<u>150.00</u>	ft
Span 3	<u>88.50</u>	ft		ft
Span 4	<u>57.75</u>	ft		ft
Total	<u>298.75</u>	ft	<u>305.00</u>	ft
Deck				
Width	<u>83.17</u>	ft	<u>83.17</u>	ft
Thickness	<u>7.50</u>	in	<u>8.00</u>	in
Sidewalk				
Width	<u>7.00</u>	ft	<u>5.00</u>	ft
Ext Parapet	West	<i>Parapet Mounted Bridge Fence Railing</i>		
Width	<u>1.58</u>	ft	<u>1.58</u>	ft
Height	<u>2.83</u>	ft	<u>2.83</u>	ft
Int Parapet	East	<i>Parapet & Pedestrian Railing, Bridge Fence Railing</i>		
Width	<u>1.58</u>	ft	<u>1.58</u>	ft
Height	<u>2.83</u>	ft	<u>2.83</u>	ft
Median Curb				
Length	<u>298.75</u>	ft	<u>305.00</u>	ft
Width	<u>10.00</u>	ft	<u>10.00</u>	ft
Height	<u>0.50</u>	ft	<u>0.50</u>	ft
Number of Beams	14	48" PPC I-beam	10	72" PPC IL Beam
Length of Girders	<u>298.75</u>	ft	<u>305.00</u>	ft
Approach				
Length	<u>30</u>	ft	<u>30</u>	ft
Width	<u>83.17</u>	ft	<u>83.17</u>	ft
Thickness	<u>1.25</u>	ft	<u>1.25</u>	ft
Approach Footing				
Width	<u>10.00</u>	ft	<u>10.00</u>	ft
Thickness	<u>10.00</u>	in	<u>10.00</u>	in
Abutment	<i>Height</i>	<i>Width</i>	<i>Height</i>	<i>Width</i>
Diaphragm	<u>4.00</u>	<u>2.58</u>		
Seat	<u>2.50</u>	<u>3.58</u>	<u>3.50</u>	<u>3.92</u>
Footing	<u>2.50</u>	<u>6.33</u>		ft
Piers 1 and 3	<i>Height</i>	<i>Width</i>		
Cap	<u>4.00</u>	<u>5.25</u>		ft
Columns	<u>15.00</u>	<u>3.33</u>		ft
# Columns	<u>7.00</u>			
Footing	<u>12.33</u>	<u>6.33</u>	<u>3.00</u>	
Pier 2	<i>Height</i>	<i>Width</i>	<i>Height</i>	<i>Width</i>
Cap	<u>4.00</u>	<u>5.25</u>	<u>4.00</u>	<u>5.25</u>
Columns	<u>15.33</u>	<u>3.33</u>	<u>15.00</u>	<u>4.00</u>
# Columns	<u>7.00</u>		<u>7.00</u>	
Footing	<u>9.33</u>	<u>9.33</u>	<u>3.00</u>	<u>7.00</u>
Crashwall			<u>7.00</u>	<u>4.00</u>

LIFE CYCLE COST ANALYSIS SUMMARY

Real Discount Rate = 2.60%

Deck constructed in 2005 **Year "0" 2019**
 Superstructure constructed in 1957
 Substructure constructed in 1957

ALTERNATIVE 1 - Repairs in Year "0"

Actual Year	Cost Year, n	Cost Component Activity	Cost in Year "0" Dollars, C	Discount Factor, PV	Net Present Value, NPV
2019	0	Repair Deck, Superstructure, and Substructure	\$380,000	1.000	\$380,000
2034	15	Construct New Bridge	\$7,230,000	0.680	\$4,919,580
2059	40	Place Overlay	\$550,000	0.358	\$197,010
2074	55	Repair Deck & Approach Slabs	\$280,000	0.244	\$68,250
2084	65	Replace Deck & Approach Slabs; Repair Substructures	\$3,140,000	0.189	\$592,050
2094	75	Repair Substructure	\$130,000	0.146	\$18,970
2104	85	Repair Substructure	\$130,000	0.113	\$14,670
2109	90	Place Overlay	\$550,000	0.099	\$54,590
2114	95	Repair Substructure	\$130,000	0.087	\$11,350
2119	100	Salvage	-\$1,209,774	0.077	-\$92,890

LCCA Total = \$6,163,580

ALTERNATIVE 2 - Full Structure Replacement in Year "0"

Actual Year	Cost Year, n	Cost Component Activity	Cost in Year "0" Dollars, C	Discount Factor, PV	Net Present Value, NPV
2019	0	Construct New Bridge	\$7,230,000	1.000	\$7,230,000
2044	25	Place Overlay	\$550,000	0.526	\$289,530
2059	40	Repair Deck & Approach Slabs	\$280,000	0.358	\$100,300
2069	50	Replace Deck & Approach Slabs; Repair Substructures	\$3,140,000	0.277	\$870,090
2079	60	Repair Substructure	\$130,000	0.214	\$27,870
2089	70	Repair Substructure	\$130,000	0.166	\$21,560
2094	75	Place Overlay	\$550,000	0.146	\$80,230
2099	80	Repair Substructure	\$130,000	0.128	\$16,680
2109	90	Repair Decks, Approach Slabs, & Substructure	\$410,000	0.099	\$40,700
2119	100	Salvage	\$0	0.077	\$0

LCCA Total = \$8,676,960

COST ESTIMATE

ALTERNATIVE 1 - Repairs in Year "0"

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>DECK</i>					
* 50300300	PROTECTIVE COAT	2,888	SQ YD	\$ 3.00	\$ 8,664
* JS121200	LOW PRESSURE EPOXY INJECTION	18	FOOT	\$ 100.00	\$ 1,800
* JT503010	DECK SLAB REPAIR (PARTIAL)	1	SQ YD	\$ 350.00	\$ 350
* JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	1	SQ FT	\$ 150.00	\$ 150
* JT524010	APPLY CONCRETE SEALANT	1	SQ FT	\$ 2.00	\$ 2
				<i>Subtotal:</i>	<i>\$10,966</i>
<i>APPROACH SLAB</i>					
* JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	3	SQ FT	\$ 150.00	\$ 450
* JT524010	APPLY CONCRETE SEALANT	3	SQ FT	\$ 2.00	\$ 6
				<i>Subtotal:</i>	<i>\$456</i>
<i>SUPERSTRUCTURE</i>					
JT503100	FIBER WRAP REPAIR	3	SQ FT	\$ 80.00	\$ 240
X0322194	POLYMER MODIFIED PORTLAND CEMENT MORTAR	33	SQ FT	\$ 150.00	\$ 4,950
				<i>Subtotal:</i>	<i>\$5,190</i>
<i>SUBSTRUCTURE</i>					
50300225	CONCRETE STRUCTURES	117.4	CU YD	\$ 750.00	\$ 88,050
50800205	REINFORCEMENT BARS, EPOXY COATED	17,610	POUND	\$ 1.50	\$ 26,415
JS121200	LOW PRESSURE EPOXY INJECTION	199	FOOT	\$ 100.00	\$ 19,900
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	1,359	SQ FT	\$ 150.00	\$ 203,850
JT524010	APPLY CONCRETE SEALANT	3,126	SQ FT	\$ 2.00	\$ 6,252
				<i>Subtotal:</i>	<i>\$344,467</i>
* IDOT work items					
	IDOT Work Items			SUBTOTAL:	\$11,422
				MOBILIZATION: (6% of subtotal)	\$686
				CONTINGENCY: (20% of subtotal)	\$138
				TOTAL:	\$20,000
	ISTHA Work Items			SUBTOTAL:	\$349,657
				MOBILIZATION: (6% of subtotal)	\$20,980
				CONTINGENCY: (20% of subtotal)	\$69,932
				TOTAL:	\$380,000

IDOT & ISTHA TOTAL : \$400,000

COST ESTIMATE ALTERNATIVE 2 - Full Structure Replacement in Year "0"

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
DECK					
50100100	REMOVAL OF EXISTING STRUCTURES	1	EACH	-	\$ 2,484,900
		24,849	SQ FT	\$ 100.00	
* 50157300	PROTECTIVE SHIELD	1,819	SQ YD	\$ 40.00	\$ 72,760
* 50300255	CONCRETE SUPERSTRUCTURE	202.8	CU YD	\$ 900.00	\$ 182,520
* 50300260	BRIDGE DECK GROOVING	2,542	SQ YD	\$ 8.00	\$ 20,336
* 50300300	PROTECTIVE COAT	3,119	SQ YD	\$ 3.00	\$ 9,357
* 50800205	REINFORCEMENT BARS, EPOXY COATED	150,680	POUND	\$ 1.50	\$ 226,020
* 50901730	BRIDGE FENCE RAILING	610	FOOT	\$ 125.00	\$ 76,250
* 50901750	PARAPET RAILING	305	FOOT	\$ 100.00	\$ 30,500
* J1503010	HIGH PERFORMANCE CONCRETE SUPERSTRUCTURE	801.7	CU YD	\$ 1,000.00	\$ 801,700
* Z0006700	BRIDGE DRAINAGE SYSTEM	1	EACH	\$ 29,750.00	\$ 29,750
				<i>Subtotal:</i>	<i>\$3,934,093</i>
APPROACH SLAB					
* 50300225	CONCRETE STRUCTURES	256.2	CU YD	\$ 750.00	\$ 192,150
* 50300255	CONCRETE SUPERSTRUCTURE	20.0	CU YD	\$ 900.00	\$ 18,000
* 50300260	BRIDGE DECK GROOVING	5084	SQ YD	\$ 8.00	\$ 40,672
* 50300300	PROTECTIVE COAT	614	SQ YD	\$ 3.00	\$ 1,842
* 50301350	CONCRETE SUPERSTRUCTURE (APPROACH SLAB)	231.2	CU YD	\$ 500.00	\$ 115,600
* 50800205	REINFORCEMENT BARS, EPOXY COATED	76,110	POUND	\$ 1.50	\$ 114,165
* Z0004552	APPROACH SLAB REMOVAL	556	SQ YD	\$ 45.00	\$ 25,020
				<i>Subtotal:</i>	<i>\$507,449</i>
SUPERSTRUCTURE					
50401350	FURNISHING AND ERECTING PRECAST PRESTRESSED CONCRETE BEAMS, IL72	3,050	FOOT	\$ 500.00	\$ 1,525,000
				<i>Subtotal:</i>	<i>\$1,525,000</i>
SUBSTRUCTURE					
50300225	CONCRETE STRUCTURES	457.2	CU YD	\$ 750.00	\$ 342,900
50800205	REINFORCEMENT BARS, EPOXY COATED	68,580	POUND	\$ 1.50	\$ 102,870
51100100	SLOPE WALL 4 INCH	856	SQ YD	\$ 125.00	\$ 107,000
	FURNISHING STEEL H-PILES	2,760	FOOT	\$ 50.00	\$ 138,000
51202305	DRIVING PILES	2,760	FOOT	\$ 1.00	\$ 2,760
	TEST PILE STEEL H-PILE	3	EACH	\$ 7,000.00	\$ 21,000
52200020	TEMPORARY SOIL RETENTION SYSTEM	3,100	SQ FT	\$ 40.00	\$ 124,000
JT524010	APPLY CONCRETE SEALANT	3,907	SQ FT	\$ 2.00	\$ 7,814
Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	228	FOOT	\$ 20.00	\$ 4,560
				<i>Subtotal:</i>	<i>\$850,904</i>
* IDOT work items					
	IDOT Work Items			SUBTOTAL:	\$1,956,642
				MOBILIZATION: (6% of subtotal)	\$117,399
				CONTINGENCY: (20% of subtotal)	\$391,329
				TOTAL:	\$2,470,000
	ISTHA Work Items			SUBTOTAL:	\$4,860,804
				MOBILIZATION: (6% of subtotal)	\$291,649
				CONTINGENCY: (20% of subtotal)	\$972,161
				TOTAL:	\$6,130,000

IDOT & ISTHA TOTAL : \$8,600,000



ALTERNATIVE 1 - Repairs in Year "0"

Deck constructed in 2005
 Superstructure constructed in 1957
 Substructure constructed in 1957

COST YEAR: 2019 Year "0" (n = 0)

WORK PERFORMED: Repair Deck, Superstructure, and Substructure

DECK

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	2888	\$ 8,664
JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	\$ 100.00	18	\$ 1,800
JT503010	DECK SLAB REPAIR (PARTIAL)	SQ YD	\$ 350.00	1	\$ 350
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	\$ 150.00	1	\$ 150
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	1	\$ 2
Activity Cost =					\$ 10,966

APPROACH SLAB

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	\$ 150.00	3.0	\$ 450
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	3.0	\$ 6
Activity Cost =					\$ 456

SUPERSTRUCTURE

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
JT503100	FIBER WRAP REPAIR	SQ FT	\$ 80.00	3	\$ 240
X0322194	POLYMER MODIFIED PORTLAND CEMENT MORTAR	SQ FT	\$ 150.00	33	\$ 4,950
Activity Cost =					\$ 5,190

SUBSTRUCTURE

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300225	CONCRETE STRUCTURES	CU YD	\$ 750.00	117	\$ 88,050
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	\$ 1.50	17610	\$ 26,415
JS121200	LOW PRESSURE EPOXY INJECTION	FOOT	\$ 100.00	199	\$ 19,900
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	\$ 150.00	1359	\$ 203,850
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	3126	\$ 6,252
Activity Cost =					\$ 344,467

Sub Total		\$	361,079
Mobilization	6%	\$	21,665
Total =		\$	382,744
Use =		\$	380,000

COST YEAR: 2034

WORK PERFORMED: Construct New Bridge

DECK

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50100100	REMOVAL OF EXISTING STRUCTURES	EACH		1	\$ 2,484,900
		SQ FT	\$ 100.00	24849	
50157300	PROTECTIVE SHIELD	SQ YD	\$ 40.00	1819	\$ 72,760
50300255	CONCRETE SUPERSTRUCTURE	CU YD	\$ 900.00	202.8	\$ 182,520
50300260	BRIDGE DECK GROOVING	SQ YD	\$ 8.00	2542	\$ 20,336
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	3119	\$ 9,357
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	\$ 1.50	150680	\$ 226,020
50901730	BRIDGE FENCE RAILING	FOOT	\$ 125.00	610	\$ 76,250
50901750	PARAPET RAILING	FOOT	\$ 100.00	305	\$ 30,500
J1503010	HIGH PERFORMANCE CONCRETE SUPERSTRUCTURE	CU YD	\$ 1,000.00	801.7	\$ 801,700
Z0006700	BRIDGE DRAINAGE SYSTEM	EACH	\$ 29,750.00	1	\$ 29,750
Activity Cost =					\$ 3,934,093

ALTERNATIVE 1 - Repairs in Year "0"

Deck constructed in 2005
 Superstructure constructed in 1957
 Substructure constructed in 1957

APPROACH SLAB

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300225	CONCRETE STRUCTURES	CU YD	\$ 750.00	256.2	\$ 192,150
50300255	CONCRETE SUPERSTRUCTURE	CU YD	\$ 900.00	20.0	\$ 18,000
50300260	BRIDGE DECK GROOVING	SQ YD	\$ 8.00	5084	\$ 40,672
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	614	\$ 1,842
50301350	CONCRETE SUPERSTRUCTURE (APPROACH SLAB)	CU YD	\$ 500.00	231.2	\$ 115,600
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	\$ 1.50	76110	\$ 114,165
Z0004552	APPROACH SLAB REMOVAL	SQ YD	\$ 45.00	556	\$ 25,020
Activity Cost =					\$ 507,449

SUPERSTRUCTURE

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50401350	FURNISHING AND ERECTING PRECAST PRESTRESSED CONCRETE BEAMS, IL72	FOOT	\$ 500.00	3050	\$ 1,525,000
Activity Cost =					\$ 1,525,000

SUBSTRUCTURE

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300225	CONCRETE STRUCTURES	CU YD	\$ 750.00	457.2	\$ 342,900
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	\$ 1.50	68580	\$ 102,870
51100100	SLOPE WALL 4 INCH	SQ YD	\$ 125.00	856	\$ 107,000
	FURNISHING STEEL H-PILES	FOOT	\$ 50.00	2760	\$ 138,000
51202305	DRIVING PILES	FOOT	\$ 1.00	2760	\$ 2,760
	TEST PILE STEEL H-PILE	EACH	\$ 7,000.00	3	\$ 21,000
52200020	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	\$ 40.00	3100	\$ 124,000
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	3907	\$ 7,814
Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	\$ 20.00	228	\$ 4,560
Activity Cost =					\$ 850,904

Sub Total		\$ 6,817,446
Mobilization	6%	\$ 409,047
Total =		\$ 7,226,493
Use =		\$ 7,230,000

COST YEAR: 2059
 WORK PERFORMED: Place Overlay

DECK

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300260	BRIDGE DECK GROOVING	SQ YD	\$ 8.00	2542	\$ 20,336
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	2542	\$ 7,626
Z0006014	BRIDGE DECK LATEX CONCRETE OVERLAY, 2 1/2 INCHES	SQ YD	\$ 143.75	2542	\$ 365,413
Z0012130	BRIDGE DECK SCARIFICATION 3/4"	SQ YD	\$ 50.00	2542	\$ 127,100
Activity Cost =					\$ 520,475

Sub Total		\$ 520,475
Mobilization	6%	\$ 31,229
Total =		\$ 551,704
Use =		\$ 550,000

ALTERNATIVE 1 - Repairs in Year "0"

Deck constructed in 2005
 Superstructure constructed in 1957
 Substructure constructed in 1957

COST YEAR: 2074

WORK PERFORMED: Repair Deck & Approach Slabs

DECK

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50157300	PROTECTIVE SHIELD	SQ YD	\$ 40.00	18	\$ 720
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	508	\$ 1,526
JT503012	ACCELERATED DECK SLAB REPAIR (PARTIAL)	SQ YD	\$ 450.00	508	\$ 228,780
Activity Cost =					\$ 231,026

APPROACH SLAB

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	67	\$ 200
JT503013	ACCELERATED APPROACH SLAB REPAIR (PARTIAL)	SQ YD	\$ 500.00	67	\$ 33,334
Activity Cost =					\$ 33,534

Sub Total		\$ 264,560
Mobilization	6%	\$ 15,874
Total =		\$ 280,434
Use =		\$ 280,000

COST YEAR: 2084

WORK PERFORMED: Replace Deck & Approach Slabs; Repair Substructures

DECK

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50104720	REMOVAL OF EXISTING CONCRETE DECK	EACH		1	\$ 887,985
		SQ FT	\$ 35.00	25371	
50157300	PROTECTIVE SHIELD	SQ YD	\$ 40.00	1819	\$ 72,760
50300255	CONCRETE SUPERSTRUCTURE	CU YD	\$ 900.00	202.8	\$ 182,520
50300260	BRIDGE DECK GROOVING	SQ YD	\$ 8.00	2542	\$ 20,336
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	3119	\$ 9,357
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	\$ 1.50	150680	\$ 226,020
50901730	BRIDGE FENCE RAILING	FOOT	\$ 125.00	610	\$ 76,250
50901750	PARAPET RAILING	FOOT	\$ 100.00	305	\$ 30,500
J1503010	HIGH PERFORMANCE CONCRETE SUPERSTRUCTURE	CU YD	\$ 1,000.00	801.7	\$ 801,700
Z0006700	BRIDGE DRAINAGE SYSTEM	EACH	\$ 29,750.00	1	\$ 29,750
Activity Cost =					\$ 2,337,178

APPROACH SLAB

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300225	CONCRETE STRUCTURES	CU YD	\$ 750.00	256.2	\$ 192,150
50300255	CONCRETE SUPERSTRUCTURE	CU YD	\$ 900.00	20.0	\$ 18,000
50300260	BRIDGE DECK GROOVING	SQ YD	\$ 8.00	5084	\$ 40,672
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	614	\$ 1,842
50301350	CONCRETE SUPERSTRUCTURE (APPROACH SLAB)	CU YD	\$ 500.00	231.2	\$ 115,600
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	\$ 1.50	76110	\$ 114,165
Z0004552	APPROACH SLAB REMOVAL	SQ YD	\$ 45.00	556	\$ 25,020
Activity Cost =					\$ 507,449

SUBSTRUCTURE

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	\$ 150.00	781	\$ 117,210
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	781	\$ 1,563
Activity Cost =					\$ 118,773

Sub Total		\$ 2,963,400
Mobilization	6%	\$ 177,804
Total =		\$ 3,141,204
Use =		\$ 3,140,000

ALTERNATIVE 1 - Repairs in Year "0"

Deck constructed in 2005
 Superstructure constructed in 1957
 Substructure constructed in 1957

COST YEAR: 2094
WORK PERFORMED: Repair Substructure

SUBSTRUCTURE

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	\$ 150.00	781	\$ 117,210
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	781	\$ 1,563
Activity Cost =					\$ 118,773
Sub Total					\$ 118,773
Mobilization 6%					\$ 7,126
Total =					\$ 125,899
Use =					\$ 130,000

COST YEAR: 2104
WORK PERFORMED: Repair Substructure

SUBSTRUCTURE

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	\$ 150.00	781	\$ 117,210
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	781	\$ 1,563
Activity Cost =					\$ 118,773
Sub Total					\$ 118,773
Mobilization 6%					\$ 7,126
Total =					\$ 125,899
Use =					\$ 130,000

COST YEAR: 2109
WORK PERFORMED: Place Overlay

DECK

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300260	BRIDGE DECK GROOVING	SQ YD	\$ 8.00	2542	\$ 20,336
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	2542	\$ 7,626
Z0006014	BRIDGE DECK LATEX CONCRETE OVERLAY, 2 1/2 INCHES	SQ YD	\$ 143.75	2542	\$ 365,413
Z0012130	BRIDGE DECK SCARIFICATION 3/4"	SQ YD	\$ 50.00	2542	\$ 127,100
Activity Cost =					\$ 520,475
Sub Total					\$ 520,475
Mobilization 6%					\$ 31,229
Total =					\$ 551,704
Use =					\$ 550,000

COST YEAR: 2114
WORK PERFORMED: Repair Substructure

SUBSTRUCTURE

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	\$ 150.00	781	\$ 117,210
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	781	\$ 1,563
Activity Cost =					\$ 118,773
Sub Total					\$ 118,773
Mobilization 6%					\$ 7,126
Total =					\$ 125,899
Use =					\$ 130,000

ALTERNATIVE 2 - Full Structure Replacement in Year "0"

Deck constructed in 2019

Superstructure constructed in 2019

Substructure constructed in 2019

COST YEAR: 2019 Year "0" (n = 0)

WORK PERFORMED: Construct New Bridge

DECK

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50100100	REMOVAL OF EXISTING STRUCTURES	EACH	-	1	\$ 2,484,900
		SQ FT	\$ 100.00	24849	
50157300	PROTECTIVE SHIELD	SQ YD	\$ 40.00	1819	\$ 72,760
50300255	CONCRETE SUPERSTRUCTURE	CU YD	\$ 900.00	202.8	\$ 182,520
50300260	BRIDGE DECK GROOVING	SQ YD	\$ 8.00	2542	\$ 20,336
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	3119	\$ 9,357
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	\$ 1.50	150680	\$ 226,020
50901730	BRIDGE FENCE RAILING	FOOT	\$ 125.00	610	\$ 76,250
50901750	PARAPET RAILING	FOOT	\$ 100.00	305	\$ 30,500
J1503010	HIGH PERFORMANCE CONCRETE SUPERSTRUCTURE	CU YD	\$ 1,000.00	801.7	\$ 801,700
Z0006700	BRIDGE DRAINAGE SYSTEM	EACH	\$ 29,750.00	1	\$ 29,750
Activity Cost =					\$ 3,934,093

APPROACH SLAB

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300225	CONCRETE STRUCTURES	CU YD	\$ 750.00	256.2	\$ 192,150
50300255	CONCRETE SUPERSTRUCTURE	CU YD	\$ 900.00	20.0	\$ 18,000
50300260	BRIDGE DECK GROOVING	SQ YD	\$ 8.00	5084	\$ 40,672
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	614	\$ 1,842
50301350	CONCRETE SUPERSTRUCTURE (APPROACH SLAB)	CU YD	\$ 500.00	231.2	\$ 115,600
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	\$ 1.50	76110	\$ 114,165
Z0004552	APPROACH SLAB REMOVAL	SQ YD	\$ 45.00	556	\$ 25,020
Activity Cost =					\$ 507,449

SUPERSTRUCTURE

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50401350	FURNISHING AND ERECTING PRECAST PRESTRESSED CONCRETE BEAMS, IL72	FOOT	\$ 500.00	3050	\$ 1,525,000
Activity Cost =					\$ 1,525,000

SUBSTRUCTURE

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300225	CONCRETE STRUCTURES	CU YD	\$ 750.00	457.2	\$ 342,900
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	\$ 1.50	68580	\$ 102,870
51100100	SLOPE WALL 4 INCH	SQ YD	\$ 125.00	856	\$ 107,000
	FURNISHING STEEL H-PILES	FOOT	\$ 50.00	2760	\$ 138,000
51202305	DRIVING PILES	FOOT	\$ 1.00	2760	\$ 2,760
	TEST PILE STEEL H-PILE	EACH	\$ 7,000.00	3	\$ 21,000
52200020	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	\$ 40.00	3100	\$ 124,000
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	3907	\$ 7,814
Z0046304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	\$ 20.00	228	\$ 4,560
Activity Cost =					\$ 850,904

Sub Total		\$ 6,817,446
Mobilization	6%	\$ 409,047
Total =		\$ 7,226,493
Use =		\$ 7,230,000

ALTERNATIVE 2 - Full Structure Replacement in Year "0"

Deck constructed in 2019
 Superstructure constructed in 2019
 Substructure constructed in 2019

COST YEAR: 2044

WORK PERFORMED: Place Overlay

DECK

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300260	BRIDGE DECK GROOVING	SQ YD	\$ 8.00	2542	\$ 20,336
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	2542	\$ 7,626
Z0006014	BRIDGE DECK LATEX CONCRETE OVERLAY, 2 1/2 INCHES	SQ YD	\$ 143.75	2542	\$ 365,413
Z0012130	BRIDGE DECK SCARIFICATION 3/4"	SQ YD	\$ 50.00	2542	\$ 127,100
Activity Cost =					\$ 520,475
Sub Total					\$ 520,475
Mobilization 6%					\$ 31,229
Total =					\$ 551,704
Use =					\$ 550,000

COST YEAR: 2059

WORK PERFORMED: Repair Deck & Approach Slabs

DECK

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50157300	PROTECTIVE SHIELD	SQ YD	\$ 40.00	18	\$ 720
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	508	\$ 1,526
JT503012	ACCELERATED DECK SLAB REPAIR (PARTIAL)	SQ YD	\$ 450.00	508	\$ 228,780
Activity Cost =					\$ 231,026

APPROACH SLAB

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	67	\$ 200
JT503013	ACCELERATED APPROACH SLAB REPAIR (PARTIAL)	SQ YD	\$ 500.00	67	\$ 33,334
Activity Cost =					\$ 33,534
Sub Total					\$ 264,560
Mobilization 6%					\$ 15,874
Total =					\$ 280,434
Use =					\$ 280,000

COST YEAR: 2069

WORK PERFORMED: Replace Deck & Approach Slabs; Repair Substructures

DECK

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50104720	REMOVAL OF EXISTING CONCRETE DECK	EACH	-	1	\$ 887,985
		SQ FT	35	25371	
50157300	PROTECTIVE SHIELD	SQ YD	\$ 40.00	1819	\$ 72,760
50300255	CONCRETE SUPERSTRUCTURE	CU YD	\$ 900.00	203	\$ 182,520
50300260	BRIDGE DECK GROOVING	SQ YD	\$ 8.00	2542	\$ 20,336
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	3119	\$ 9,357
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	\$ 1.50	150680	\$ 226,020
50901730	BRIDGE FENCE RAILING	FOOT	\$ 125.00	610	\$ 76,250
50901750	PARAPET RAILING	FOOT	\$ 100.00	305	\$ 30,500
J1503010	HIGH PERFORMANCE CONCRETE SUPERSTRUCTURE	CU YD	\$ 1,000.00	802	\$ 801,700
Z0006700	BRIDGE DRAINAGE SYSTEM	EACH	\$ 29,750.00	1	\$ 29,750
Activity Cost =					\$ 2,337,178

ALTERNATIVE 2 - Full Structure Replacement in Year "0"

Deck constructed in 2019
 Superstructure constructed in 2019
 Substructure constructed in 2019

APPROACH SLAB

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300225	CONCRETE STRUCTURES	CU YD	\$ 750.00	256.2	\$ 192,150
50300255	CONCRETE SUPERSTRUCTURE	CU YD	\$ 900.00	20.0	\$ 18,000
50300260	BRIDGE DECK GROOVING	SQ YD	\$ 8.00	5084	\$ 40,672
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	614	\$ 1,842
50301350	CONCRETE SUPERSTRUCTURE (APPROACH SLAB)	CU YD	\$ 500.00	231.2	\$ 115,600
50800205	REINFORCEMENT BARS, EPOXY COATED	POUND	\$ 1.50	76110	\$ 114,165
Z0004552	APPROACH SLAB REMOVAL	SQ YD	\$ 45.00	556	\$ 25,020
Activity Cost =					\$ 507,449

SUBSTRUCTURE

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	\$ 150.00	781	\$ 117,210
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	781	\$ 1,563
Activity Cost =					\$ 118,773
Sub Total					\$ 2,963,400
Mobilization 6%					\$ 177,804
Total =					\$ 3,141,204
Use =					\$ 3,140,000

COST YEAR: 2079

WORK PERFORMED: Repair Substructure

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	\$ 150.00	781	\$ 117,210
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	781	\$ 1,563
Activity Cost =					\$ 118,773
Sub Total					\$ 118,773
Mobilization 6%					\$ 7,126
Total =					\$ 125,899
Use =					\$ 130,000

COST YEAR: 2089

WORK PERFORMED: Repair Substructure

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	\$ 150.00	781	\$ 117,210
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	781	\$ 1,563
Activity Cost =					\$ 118,773
Sub Total					\$ 118,773
Mobilization 6%					\$ 7,126
Total =					\$ 125,899
Use =					\$ 130,000

ALTERNATIVE 2 - Full Structure Replacement in Year "0"

Deck constructed in 2019
 Superstructure constructed in 2019
 Substructure constructed in 2019

COST YEAR: 2094

WORK PERFORMED: Place Overlay

DECK

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300260	BRIDGE DECK GROOVING	SQ YD	\$ 8.00	2542	\$ 20,336
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	2542	\$ 7,626
Z0006014	BRIDGE DECK LATEX CONCRETE OVERLAY, 2 1/2 INCHES	SQ YD	\$ 143.75	2542	\$ 365,413
Z0012130	BRIDGE DECK SCARIFICATION 3/4"	SQ YD	\$ 50.00	2542	\$ 127,100
Activity Cost =					\$ 520,475
Sub Total					\$ 520,475
Mobilization 6%					\$ 31,229
Total =					\$ 551,704
Use =					\$ 550,000

COST YEAR: 2099

WORK PERFORMED: Repair Substructure

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	\$ 150.00	781	\$ 117,210
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	781	\$ 1,563
Activity Cost =					\$ 118,773
Sub Total					\$ 118,773
Mobilization 6%					\$ 7,126
Total =					\$ 125,899
Use =					\$ 130,000

COST YEAR: 2109

WORK PERFORMED: Repair Decks, Approach Slabs, & Substructure

DECK

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50157300	PROTECTIVE SHIELD	SQ YD	\$ 40.00	18	\$ 720
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	508	\$ 1,526
JT503012	ACCELERATED DECK SLAB REPAIR (PARTIAL)	SQ YD	\$ 450.00	508	\$ 228,780
Activity Cost =					\$ 231,026

APPROACH SLAB

PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
50300300	PROTECTIVE COAT	SQ YD	\$ 3.00	67	\$ 200
JT503013	ACCELERATED APPROACH SLAB REPAIR (PARTIAL)	SQ YD	\$ 500.00	67	\$ 33,334
Activity Cost =					\$ 33,534

SUBSTRUCTURE

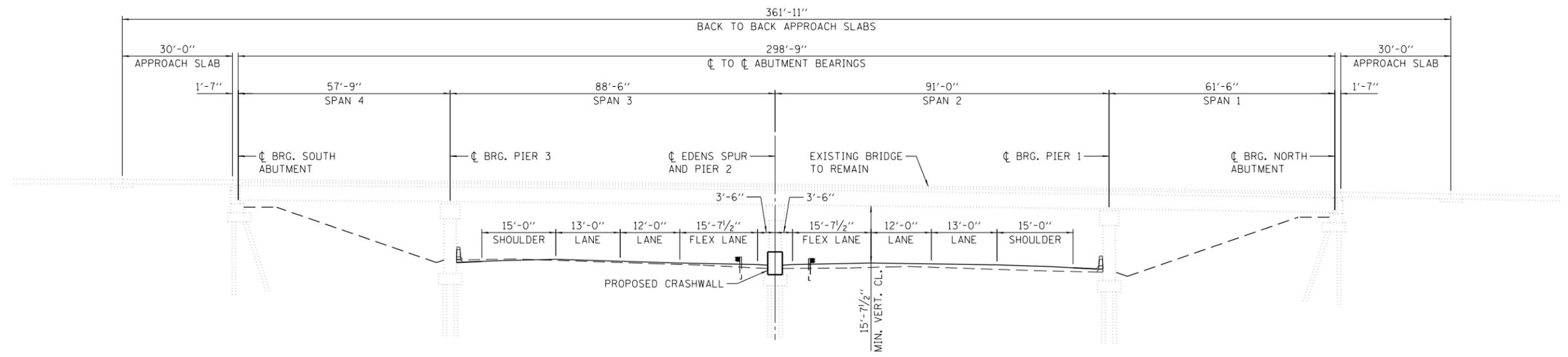
PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	COST
JT503040	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 IN.)	SQ FT	\$ 150.00	781	\$ 117,210
JT524010	APPLY CONCRETE SEALANT	SQ FT	\$ 2.00	781	\$ 1,563
Activity Cost =					\$ 118,773
Sub Total					\$ 383,333
Mobilization 6%					\$ 23,000
Total =					\$ 406,333
Use =					\$ 410,000

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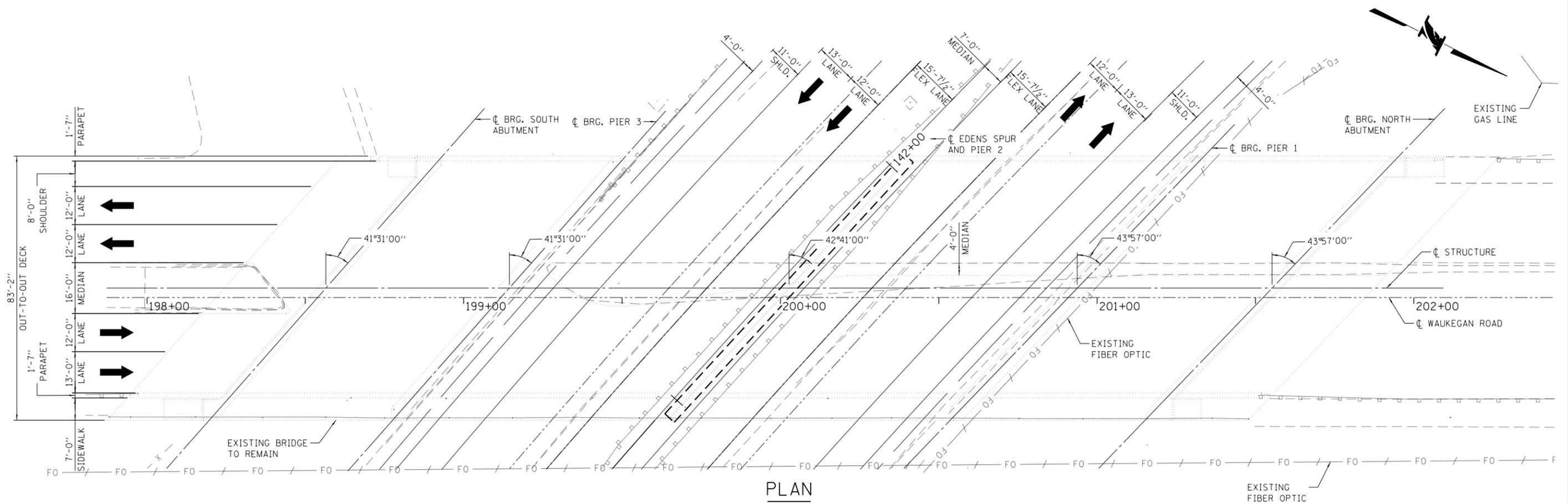
Attachment E

Proposed Structure Sketches

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ELEVATION
(LOOKING WEST)



PLAN

Invalid expression
 Invalid expression
 Invalid expression
 Default

DRAWN BY TJA SCALE 1/8"=1'-0"
 CHECKED BY TLR DATE 12/01/2017



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

REVISIONS		DESCRIPTION
NO.	DATE	

CONTRACT NO. RR-16-4275
 WAUKEGAN ROAD (BN 351)
 RECOMMENDED ALTERNATIVE

SHEET NO. E-1
 DRAWING NO. 1 OF 2

Attachment F

Structure Photos

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Photo 1: Waukegan Road, top of bridge deck (Looking South)



Photo 2: Waukegan Road, pier 1 expansion joint with diagonal cracking (Looking West)



Photo 3: Waukegan Road, pier 2 fixed joint (Looking West)



Photo 4: Waukegan Road, pier 3 expansion joint (Looking West)



Photo 5: Waukegan Road, typical top of deck map cracking



Photo 6: Waukegan Road, typical diaphragm delamination at north abutment (Looking North)



Photo 7: Waukegan Road, south abutment and slopewall (Looking South)



Photo 8: Waukegan Road, typical pier elevation, pier 2 shown



Photo 9: Waukegan Road, typical elastomeric bearing (Looking North)



Photo 10: Waukegan Road, full depth deck repair, span 2



Photo 11: Waukegan Road, spall at south abutment joint



Photo 12: Waukegan Road, typical cracking in the parapet at expansion joints



Photo 13: Waukegan Road, crack in the parapet due to no expansion joint at the south abutment



Photo 14: Waukegan Road, typical spalled beam ends at the piers, beam 1 at pier 1 shown



Photo 15: Waukegan Road, typical spalled diaphragm



Photo 16: Waukegan Road, beam repair in the top flange, beam 1 in span 3 shown



Photo 17: Waukegan Road, spall with exposed and frayed prestressing strands, bottom flange of beam 5



Photo 18: Waukegan Road, typical fixed bearing with rust



Photo 19: Waukegan Road, unsupported bearing pad and spalled beam seat under beam 8 at pier 2



Photo 20: Waukegan Road, loose bearing plate anchor bolt for beam 2 at pier 2



Photo 21: Waukegan Road, intermittent vertical cracks in barrier, pier 1 shown



Photo 22: Waukegan Road, delaminated previous repair with map cracking and water penetration, column 5 of pier 1 shown



Photo 23: Waukegan Road, spall with exposed reinforcement, column 2 of pier 1 shown



Photo 24: Waukegan Road, vertical cracking on the pier cap between beam 5 and 7, pier 1



Photo 25: Waukegan Road, typical previous repairs with map cracking and longitudinal cracks with efflorescence, underside of pier 1 cap shown



Photo 26: Waukegan Road, delamination, underside of pier 1 cap



Photo 27: Waukegan Road, full height delamination, pier 2 cap



Photo 28: Waukegan Road, spall with exposed reinforcement, pier 2 cap



Photo 29: Waukegan Road, horizontal cracks with efflorescence on pier 3 cap



Photo 30: Waukegan Road, spalls with exposed reinforcement on pier 3 cap



Photo 31: Waukegan Road, scaling and longitudinal cracks with efflorescence on pier 3 cap

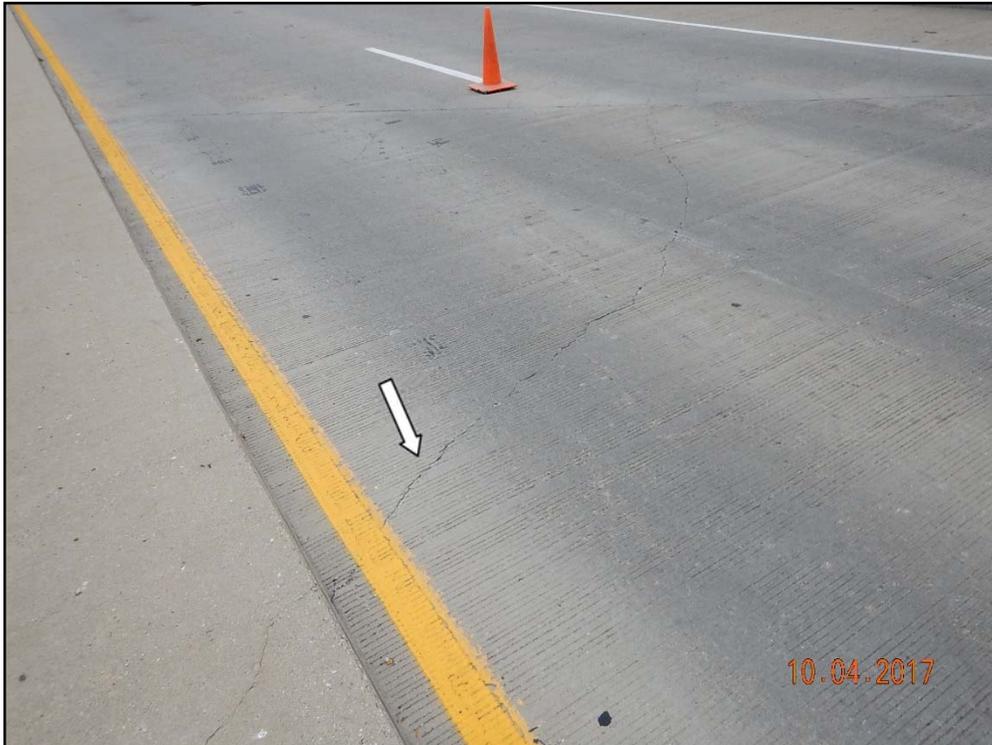


Photo 32: Waukegan Road, intermittent diagonal cracks extending the full length of approach slab, north approach slab shown

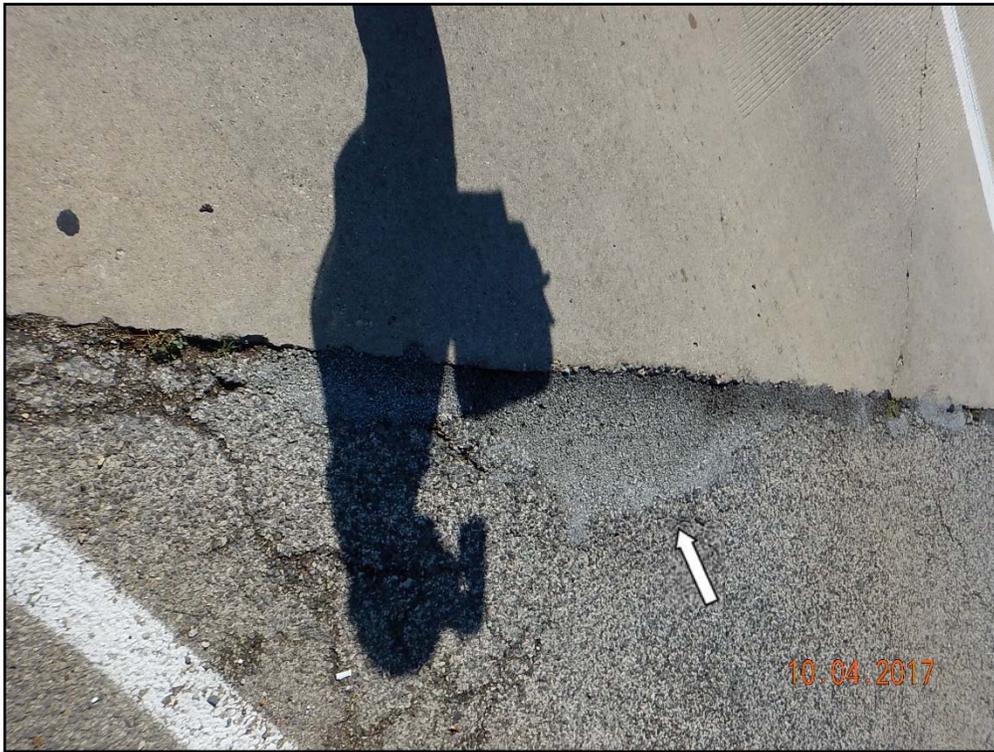


Photo 33: Waukegan Road, asphalt patch in the roadway pavement adjacent to approach slab, north approach slab shown



Photo 34: Waukegan Road, typical clogged scupper drain



Photo 35: Waukegan Road, loose T-pipe connection in drainage pipe, pier 2



Photo 36: Waukegan Road, PJF protrudes roughly 3" out of the joint, south abutment



Photo 37: Waukegan Road, typical crushed stone slope wall, north slopewall shown



Photo 38: Waukegan Road, typical wingwall spall, northeast wingwall shown

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Attachment G

ABC Decision Matrix Tool

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THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ACCELERATED BRIDGE CONSTRUCTION (ABC) - DECISION MATRIX TOOL (DMT)



Prepared By	TLR	Prepared On	10/31/2017
Checked By	MDS	Checked On	11/3/2017
Bridge No.	351	Mile Post	27.77
Location	Waukegan Road (IL 43) over I-94		

ABC Rating Procedure

December 2016

Note to User: Refer to Structure Design Manual Article 27.3.1 for general guidance on using this tool.

Average Daily Traffic (Combined over and under)	3	0	No traffic during construction
		1	Less than 20,000
		2	20,000 to 50,000
		3	50,001 to 100,000
		4	100,001 to 150,000
		5	More than 150,000
Traffic Impact (Based on Severity Index)	4	0	Least severe traffic impact
		1	More severe traffic impact than 0
		2	More severe traffic impact than 1
		3	More severe traffic impact than 2
		4	More severe traffic impact than 3
		5	Most severe traffic impact
Maintenance of Traffic	3	0	No impact
		1	Short duration with simple MOT
		2	Short duration with multiple staging
		3	Normal duration
		4	Long duration with simple MOT
		5	Long duration with multiple staging
Economic Impact	3	0	Low business impact
		3	Medium business impact
		5	High business impact
Bridge Classification	3	0	Typical bridge
		3	Essential bridge
		5	Critical bridge
Railroad/Waterway Impact	0	0	No railroad or minor railroad spur or no waterway
		3	One mainline railroad track or waterway
		5	Multiple mainline railroad tracks or waterway with commercial traffic
Environmental Impact	0	0	No impact
		1	Minimum impact
		3	Medium impact
		5	Maximum impact
Economy of Scale (Total number of spans)	3	0	1 span
		1	2 or 3 spans
		3	4 or 5 spans
		5	More than 5 spans
Use of Typical Details	0	0	Complex or unsymmetrical geometry
		3	Some complexity
		5	Simple, symmetrical geometry
Accessibility	0	0	Unfavorable site with no ROW available
		3	Favorable site with some ROW available
		5	Favorable site with plenty of ROW available

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ACCELERATED BRIDGE CONSTRUCTION (ABC) - DECISION MATRIX TOOL (DMT)

Prepared By	TLR	Prepared On	10/31/2017
Checked By	MDS	Checked On	11/3/2017
Bridge No.	351	Mile Post	27.77
Location	Waukegan Road (IL 43) over I-94		



ABC Rating Procedure

December 2016

Note to User: Refer to Structure Design Manual Article 27.3.1 for general guidance on using this tool.
 Note: Do not adjust weight factors without prior approval from the Illinois Tollway.

ABC RATING SCORE: VARIABLES AND WEIGHTS					
Variable	Score	Weight Factor	Adjusted Score	Maximum Score	Adjusted Score
Average Daily Traffic	3	10	30	5	50
Traffic Impact	4	15	60	5	75
Maintenance of Traffic	3	10	30	5	50
Economic Impact	3	5	15	5	25
Bridge Classification	3	3	9	5	15
Railroad/Waterway Impact	0	5	0	5	25
Environmental Impact	0	3	0	5	15
Economy of Scale	3	3	9	5	15
Use of Typical Details	0	3	0	5	15
Accessibility	0	5	0	5	25
Total Score			153	Max. Score	310

ABC Rating Score: 49

ABC Rating Score = $[(\text{Total Score})/(\text{Max. Score})]*100$

Attachment H

Abbreviated Existing Plans

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BENCH MARK:

Al. disk set by DNR on west side of IL Rte 43 approach, 64' SW of corner of I-94 overpass, Elev.680.73.

EXISTING STRUCTURE:

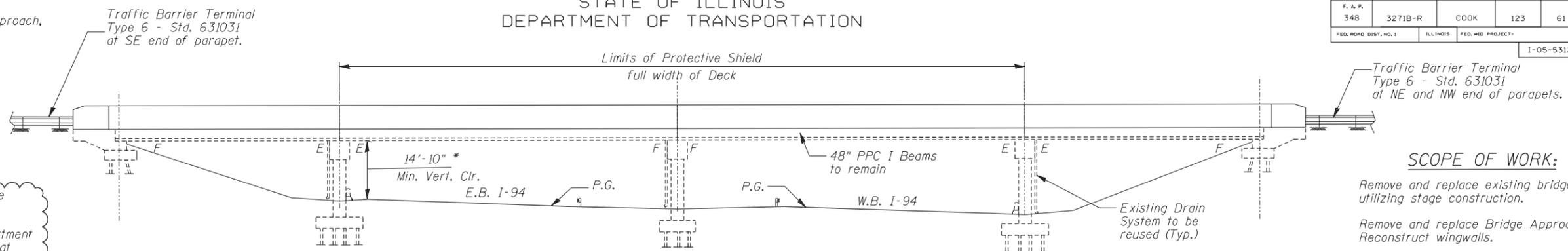
Existing structure: SN 016-0305 built in 1958 as ISHTC Bridge T-11B. Structure consists of four simple span 48" PPC I-Beams on pile bent spill thru abutments and multi-column piers, 304-5/8" back-to-back abutments, 82'-0" out-to-out deck. Existing reinforced concrete deck to be removed and replaced using stage construction.

The existing permanent Protective Shielding in place over the traffic lanes, curved posts, aluminum rail, guardrail posts and railing mounted on the sidewalk shall be salvaged and returned to the Illinois Department of Transportation, District 1 Bridge Office located at 1101 Belsterfeld Road, Elk Grove Village, Illinois 60007. The Contractor shall contact Sarah Wilson at phone: (847) 705-4181 before shipping the salvaged material. Rail should be return to IDOT.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
F. A. P.	348	3271B-R	COOK	123
FED. ROAD DIST. NO. 1	ILLINOIS	FED. AID PROJECT-		
1-05-5312				

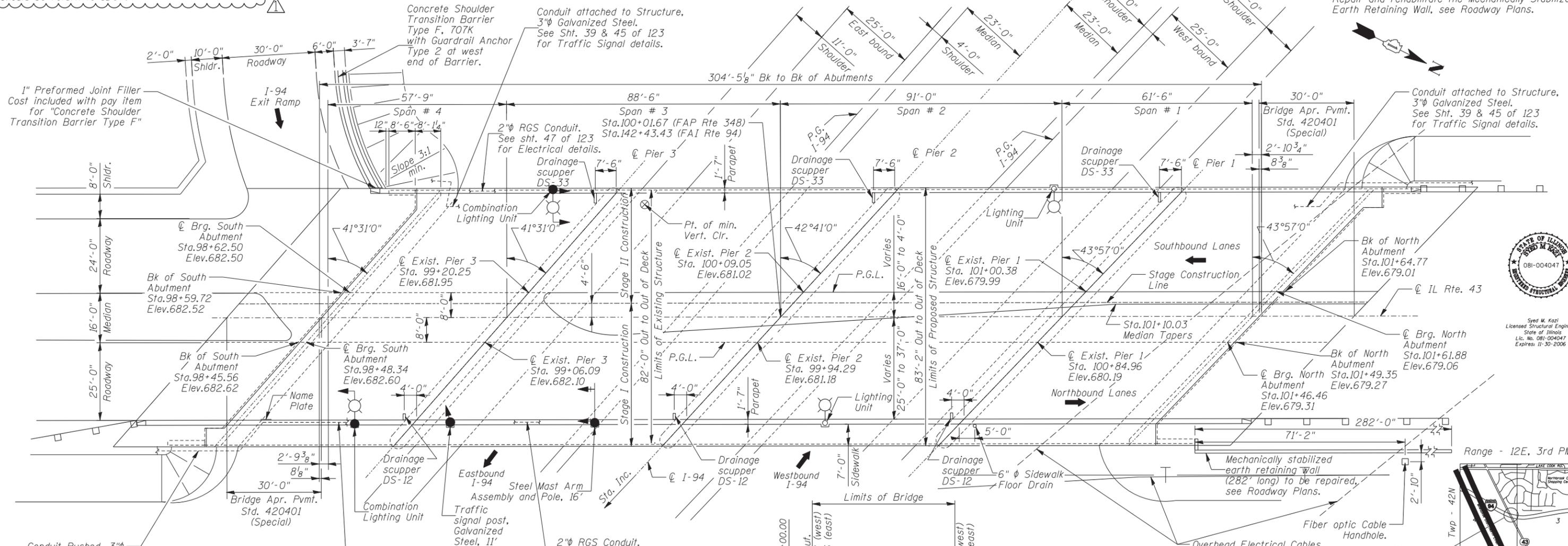
SHEET NO. S-1
22 SHEETS



SCOPE OF WORK:

- Remove and replace existing bridge deck utilizing stage construction.
- Remove and replace Bridge Approach Pavements. Reconstruct wingwalls.
- Remove and replace Drainage Scuppers and connect to existing drain system.
- Repair and rehabilitate the Mechanically Stabilized Earth Retaining Wall, see Roadway Plans.

ELEVATION



DESIGN SPECIFICATIONS

2002 AASHTO (17th Edition)

DESIGN STRESSES

- New Field Units**
- $f'_c = 3,500$ psi (concrete)
 - $f_y = 60,000$ psi (reinforcement)
- Existing Substructure Field Units**
- $f'_c = 3,000$ psi (concrete)
 - $f_y = 40,000$ psi (reinforcement)
- Existing 48" PPC-I Beam Units**
- $f'_c = 5,000$ psi
 - $f_{ci} = 4,000$ psi
 - $f'_s = 250,000$ psi ($7/16"$ ϕ strands)
 - $f_{si} = 175,000$ psi ($7/16"$ ϕ strands)

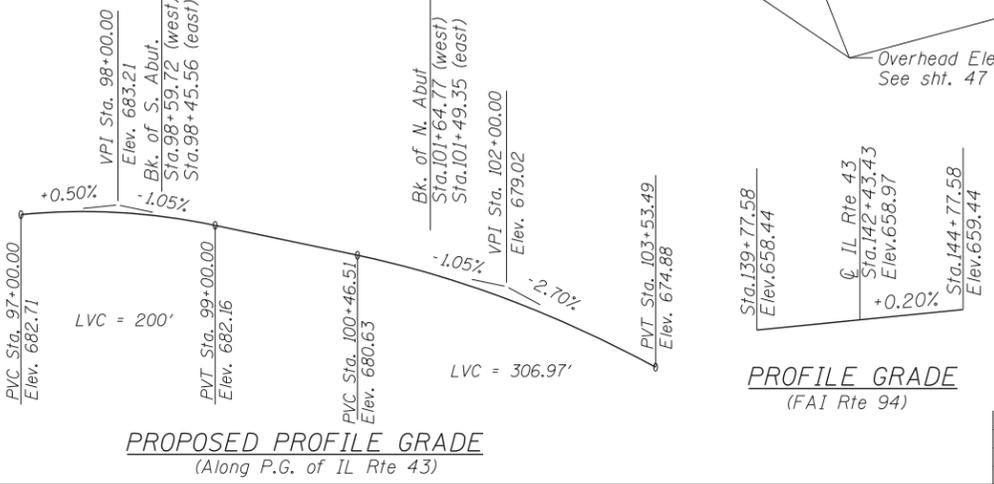
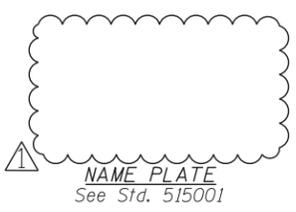
LOADING HS20-44

Allow 50 psf for future wearing surface.

SEISMIC DATA

Seismic performance category (S.P.C.) = A
Bedrock acceleration coefficient (A) = .04g
Site coefficient (s) = 1.0

DESIGNED	NDS
CHECKED	SMK/GBC
DRAWN	NDS
CHECKED	SMK/GBC



PROFILE GRADE
(FAI Rte 94)

LOCATION SKETCH



GENERAL PLAN AND ELEVATION

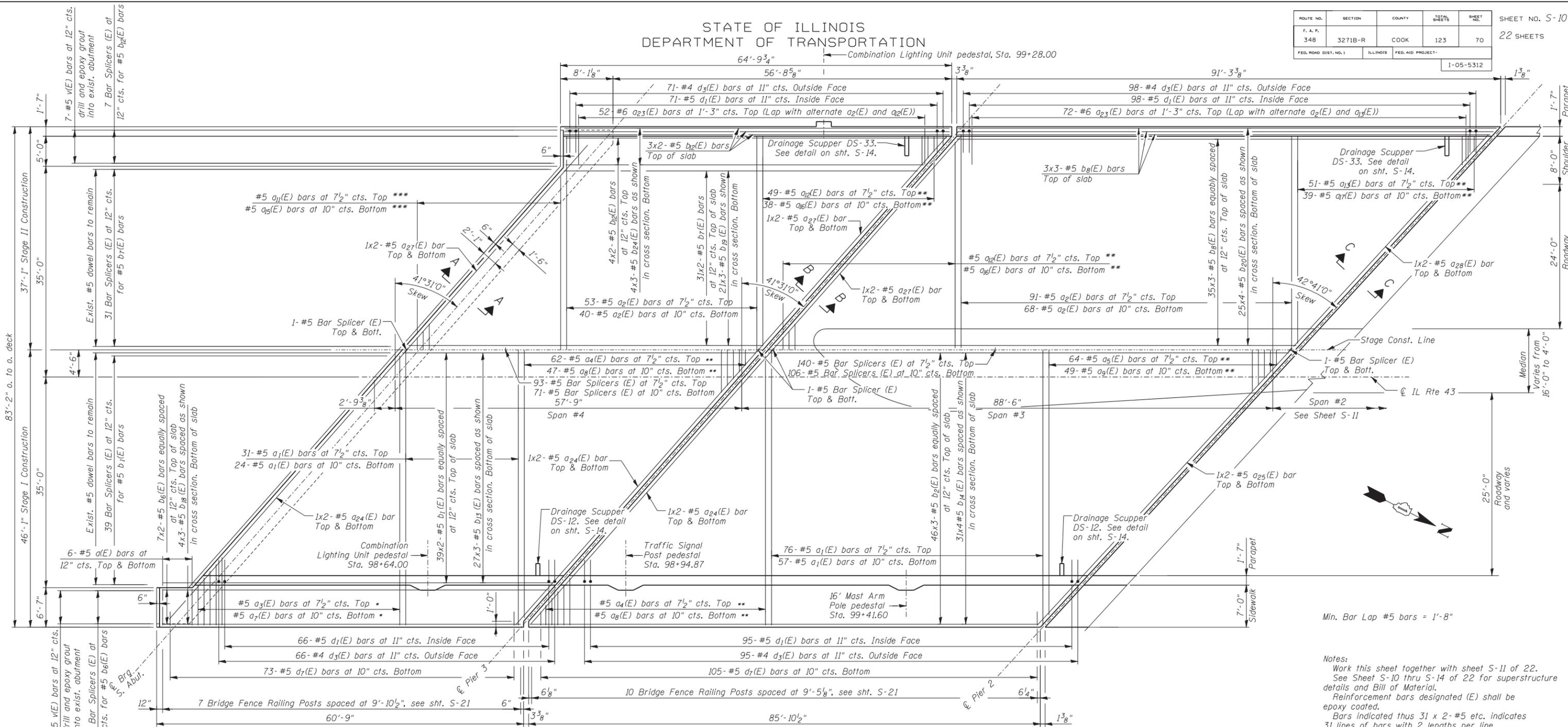
F.A.P. 348
IL. RTE 43 OVER I-94 (EDENS SPUR)
STATION 100+01.67 SECTION 3271B-R
COOK COUNTY
STRUCTURE NO. 016-0305

REVISIONS	
NAME	DATE
RECORD DRAWING	02/13/09

SCALE: NONE
DATE: AUGUST 16, 2005
H-1
DELTA ENGINEERING INC.
CONSULTING ENGINEERS, CHICAGO ILLINOIS.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.	SHEET NO. S-10
F. A. P.	3271B-R	COOK	123	70	22 SHEETS
FED. ROAD DIST. NO. 1	ILLINOIS	FED. AID PROJECT-	1-05-5312		



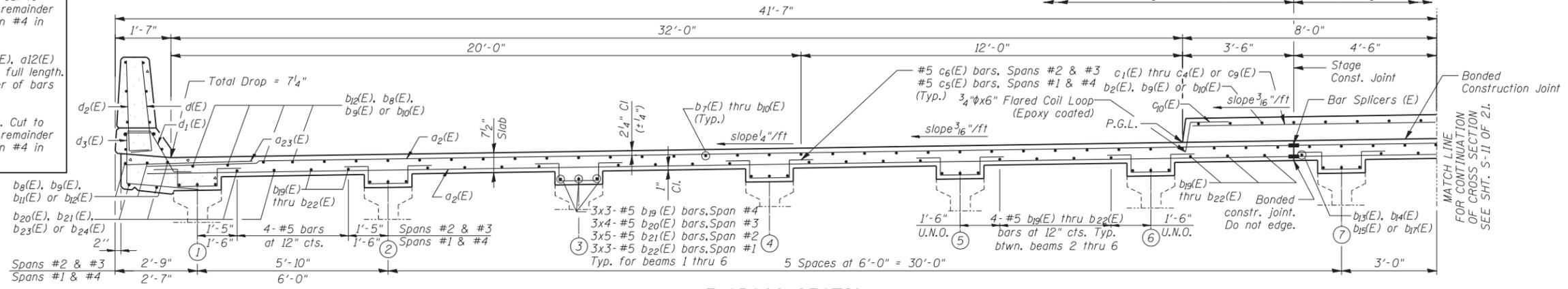
PARTIAL PLAN

* Order a3(E) and a7(E) bars full length. Cut to fit skew at north end of Span #1 and remainder of bars cut to fit at south end of Span #4 in Stage Construction I Area.

** Order a4(E) thru a6(E), a8(E) thru a10(E), a12(E) thru a14(E) and a16(E) thru a18(E) bars full length. Cut to fit skew angle and use remainder of bars on other side of deck expansion joint.

*** Order a11(E) and a15(E) bars full length. Cut to fit skew at north end of Span #1 and remainder of bars cut to fit at south end of Span #4 in Stage Construction II Area.

DESIGNED	NDS
CHECKED	SMK/GBC
DRAWN	NDS
CHECKED	SMK/GBC



HALF CROSS SECTION
(Looking North)

Notes:
Work this sheet together with sheet S-11 of 22.
See Sheet S-10 thru S-14 of 22 for superstructure details and Bill of Material.
Reinforcement bars designated (E) shall be epoxy coated.
Bars indicated thus 31 x 2-#5 etc. indicates 31 lines of bars with 2 lengths per line.
See Sheet S-12, S-13 & S-14 of 22 for parapet, median and sidewalk reinforcement.
For Section A-A, B-B & C-C see sheet S-19 of 22.

SUPERSTRUCTURE

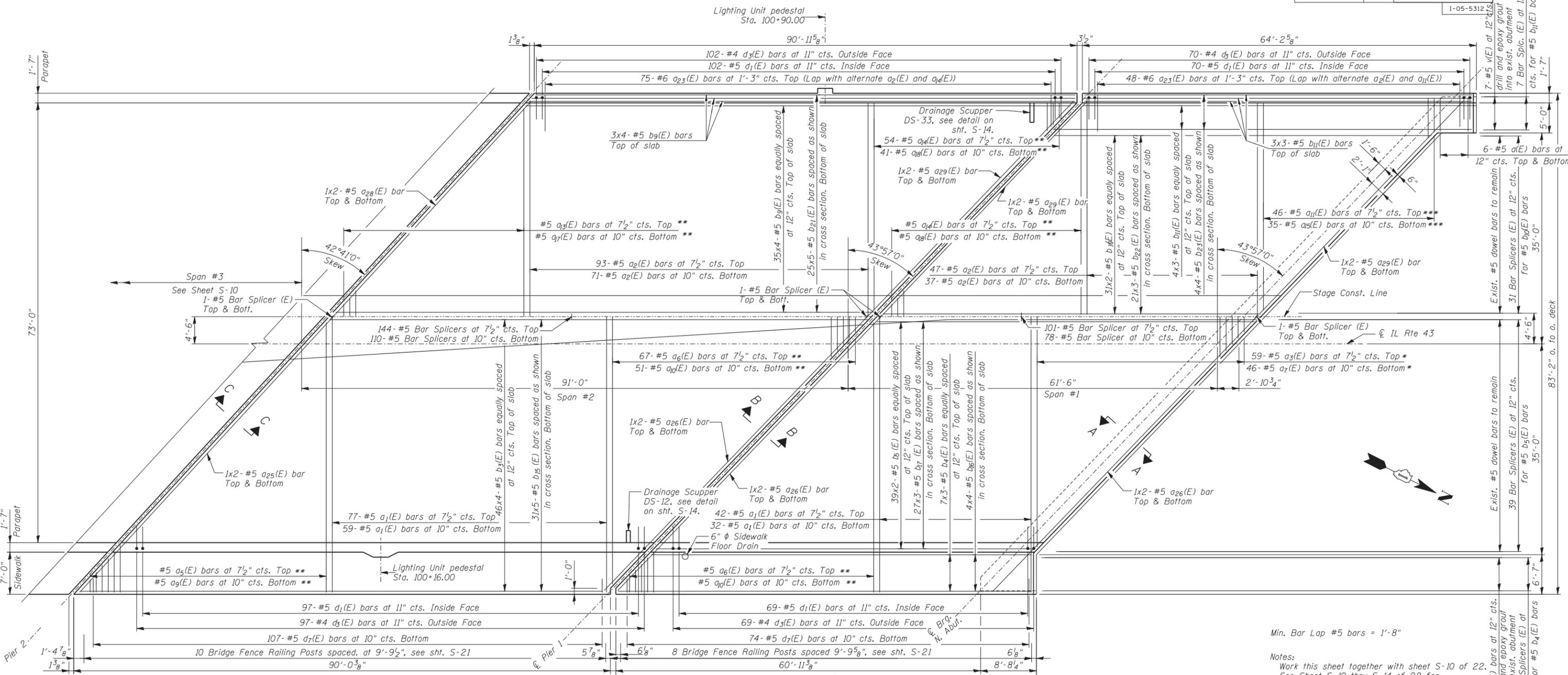
F.A.P. 348
IL. RTE 43 OVER I-94 (EDENS SPUR)
STATION 100+01.67 SECTION 3271B-R
COOK COUNTY
STRUCTURE NO. 016-0305

SCALE: NONE
DATE: AUGUST 16, 2005
DELTA ENGINEERING INC.
CONSULTING ENGINEERS, CHICAGO, ILLINOIS

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

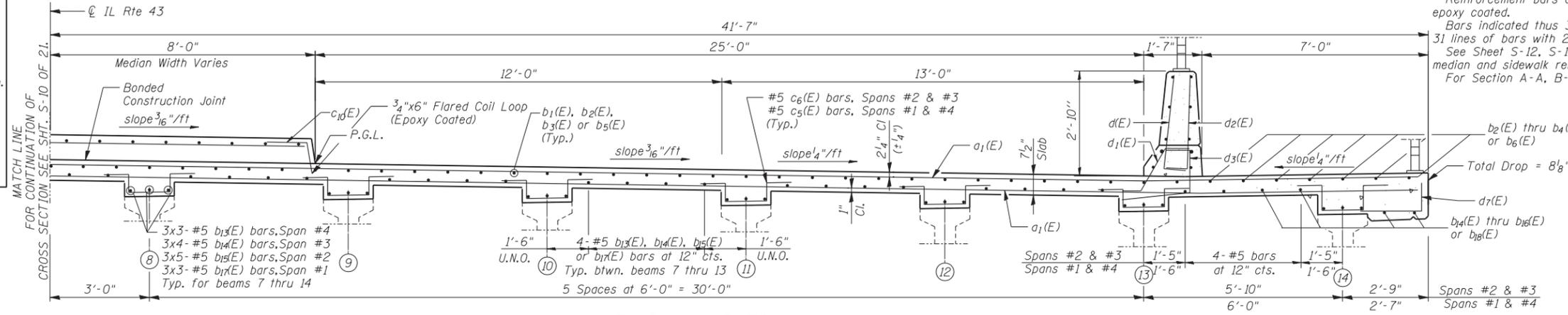
ROUTE NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
F. A. P. 348	3271B-R	COOK	123	71
FED. ROAD DIST. NO. 1	ILLINOIS	FED. AID PROJECT-	1-05-5312	

SHEET NO. S-11
22 SHEETS



PARTIAL PLAN

- * Order a3(E) and a7(E) bars full length. Cut to fit skew at north end of Span #1 and remainder of bars cut to fit at south end of Span #4 in Stage Construction I Area.
- ** Order a4(E) thru a6(E), a8(E) thru a10(E), a12(E) thru a14(E) and a16(E) thru a18(E) bars full length. Cut to fit skew angle and use remainder of bars on other side of deck expansion joint.
- *** Order a11(E) and a15(E) bars full length. Cut to fit skew at north end of Span #1 and remainder of bars cut to fit at south end of Span #4 in Stage Construction II Area.



HALF CROSS SECTION
(Looking North)

DESIGNED	NDS
CHECKED	SMK/GBC
DRAWN	NDS
CHECKED	SMK/GBC

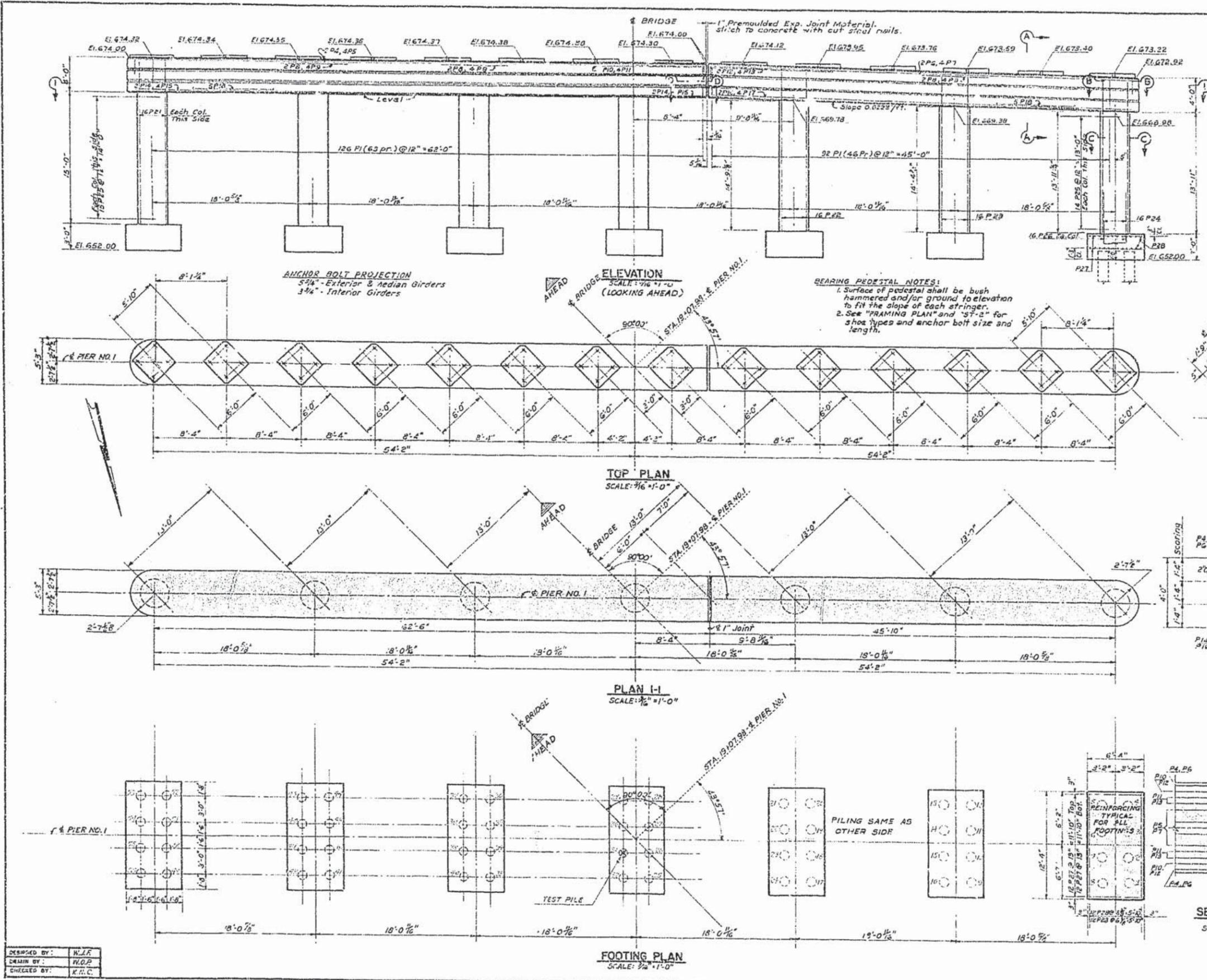
Notes:
Work this sheet together with sheet S-10 of 22.
See Sheet S-10 thru S-14 of 22 for superstructure details and Bill of Material.
Reinforcement bars designated (E) shall be epoxy coated.
Bars indicated thus 31 x 2-#5 etc. indicates 31 lines of bars with 2 lengths per line.
See Sheet S-12, S-13 & S-14 of 22 for parapet, median and sidewalk reinforcement.
For Section A-A, B-B & C-C see sheet S-19 of 22.

SUPERSTRUCTURE

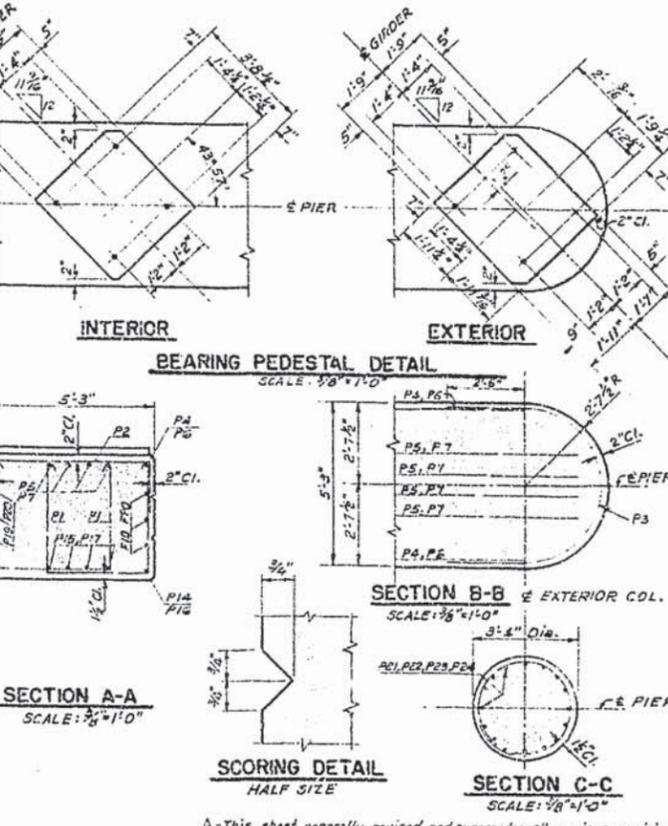
F.A.P. 348
IL. RTE 43 OVER I-94 (EDENS SPUR)
STATION 100+01.67 SECTION 3271B-R
COOK COUNTY
STRUCTURE NO. 016-0305

SCALE: NONE
DATE: AUGUST 16, 2005
DELTA ENGINEERING INC.
CONSULTING ENGINEERS, CHICAGO, ILLINOIS

H-3



SCHEDULE OF REINFORCING BARS												
STRAIGHT						BENT						
MARK	SIZE	NO.	LENGTH	MARK	SIZE	NO.	TYPE	LENGTH	A	B	C	D
P8	10	6	8'-0"	P1	5	218	7	11'-8"	3'-6"	3'-6"	5"	
P9	9	12	8'-0"	P2	5	109	3	7'-0"	5'-0"	1'-0"		
P14	10	2	62'-3"	P3	6	10	8	12'-9"	7'-9"	2'-6"	2'-5"	
P15	9	4	64'-6"	P4	10	2	3	65'-7"	52'-5"	1'-9"		
P16	10	2	45'-7"	P5	9	4	3	67'-4"	35'-8"	1'-8"		
P17	9	4	47'-10"	P6	10	2	3	48'-11"	45'-7"	1'-8"		
P18	9	10	10'-0"	P7	9	4	3	49'-0"	47'-4"	1'-8"		
P19	6	6	62'-1"	P10	10	2	6	14'-3"	12'-7"	1'-8"		
P20	6	6	45'-1"	P11	9	2	6	12'-3"	12'-7"	1'-3"		
P21	11	64	18'-3"	P12	10	2	6	15'-7"	13'-11"	1'-8"		
				P13	9	4	6	15'-7"	13'-11"	1'-8"		
P22	11	16	18'-5"	P25	5	102	9	11'-4"	1'-7"	3'-1"		
P23	11	16	18'-1"	P26	11	112	6	7'-11"	6'-3"	1'-8"		
P24	11	16	17'-9"									
P27	10	168	5'-10"									
P28	10	168	11'-10"									



DESIGNED BY: W.L.R.
 DRAWN BY: H.O.P.
 CHECKED BY: K.H.C.

ILLINOIS STATE TOLL HIGHWAY COMMISSION
 NORTHERN ILLINOIS TOLL HIGHWAY

TRI-STATE ROUTE
 EDENS SPUR
 WAUKEGAN ROAD
 OVER EDENS SPUR
 BRIDGE T-11-10
 PIER NO. 1

CONTRACT T-11 B
 HOMER L. CHASTAIN & ASSOCIATES
 Consulting Engineers
 DECATUR, ILLINOIS NORTHBROOK, ILLINOIS

SCALE: AS NOTED
 DATE: JUNE 1957
 SHEET 9 OF 11
 DWS. NO. 3840

DRAFT

EXHIBIT D

ITEM #	DESCRIPTION	UNIT	TOTAL	UNIT COST	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	3450	\$35.00	\$120,750.00
21400100	GRADING AND SHAPING DITCHES	FOOT	1560	\$10.00	\$15,600.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	145	\$2.50	\$362.50
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	145	\$2.50	\$362.50
JS250220	SEEDING CLASS 2E	ACRE	0.3	\$2,500.00	\$750.00
JS250316	SEEDING CLASS 4E	ACRE	1.4	\$5,000.00	\$7,000.00
X2510635	EROSION CONTROL BLANKET, SPECIAL	SQ YD	7696	\$2.50	\$19,240.00
CONSTRUCTION SUBTOTAL					\$164,065.00
DESIGN ENGINEERING AT 3%					\$3,281.30
CONSTRUCTION ENGINEERING AT 10%					\$16,406.50
TOTAL					\$183,752.80

RESOLUTION NO. 22002

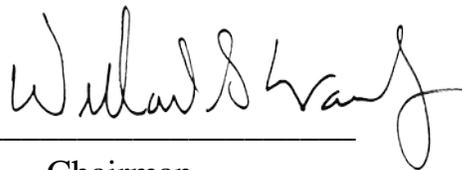
Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement (“Agreement”) with the City of Des Plaines (“City”) to document the addition of City requested work to a Tollway contract to construct an interchange connecting I-490 and I-90 (“Project”) in exchange for right-of-way being conveyed by the City to the Tollway necessary to construct the Project and future maintenance of the improvement. The estimated cost of the additional work requested by the City is \$502,000, and the estimated value of the right-of-way being conveyed is \$447,000.

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 City of Des Plaines in substantially the form attached to this Resolution. The Chairman/Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement.

Approved by: _____



Chairman

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this _____ day of _____, 2020, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and the CITY OF DES PLAINES, a municipal corporation of the State of Illinois, (hereinafter called “CITY”), individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, has improved the existing Elgin O’Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Illinois Route 83, known in its entirety as Illinois Route 390, and intends to further extend Illinois Route 390 to O’Hare International Airport (“O’Hare Airport”) and construct I-490 connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O’Hare Western Access “EOWA”), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as “Toll Highway”); and

WHEREAS, this AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-18-4694, I-490 Bridges over I-90 and Building Demolition, Contract I-18-4704, I-490 Advance Earthwork, Drainage and Retaining Wall Construction from Devon Avenue to South of Touhy Avenue, and Contract I-18-4705, I-490 and I-90 Interchange Construction; and

WHEREAS, the scope of work for ILLINOIS TOLLWAY Contract I-18-4694 includes construction of the I-490 northbound and southbound bridge structures over I-90 as part of the new interchange that will connect I-90 with the new I-490 Toll Highway. The contract also includes retaining wall construction, the demolition of the former Des Plaines Oasis including watermain and sanitary service removal, watermain tee removal at Service Drive and Mount Prospect Road, earthwork, drainage improvements, Intelligent Transportation Systems (ITS) infrastructure relocation, roadway lighting installation, signing and pavement marking, and all other work necessary to complete the contract in accordance with the approved plans and specifications; and

WHEREAS, the scope of work for ILLINOIS TOLLWAY Contract I-18-4704 includes site clearing, earthwork, and retaining wall construction from approximately Devon Avenue to south of Touhy Avenue along the west side of O’Hare Airport in advance

of construction of the I-490 Toll Highway as part a separate EOWA contract in this location. The contract includes the relocation of the Chicago Police Department K-9 Training Facility from 320 West Touhy Avenue to the northwest and northeast quadrants of the Touhy Avenue and the future realigned Mount Prospect Road intersection, including the installation of new water and sanitary service connections from existing CITY services along Mount Prospect Road. The contract also includes construction of watermain at Old Higgins Road and installation of cased-watermain across the future I-490 Toll Highway, landscaping, drainage, construction of box culverts, ITS infrastructure, and all other work necessary to complete the contract in accordance with the approved plans and specifications; and

WHEREAS, the scope of work for ILLINOIS TOLLWAY Contract I-18-4705 includes includes the construction of a full system interchange at I-90 and I-490, including new northbound and southbound I-490 bridge structures over the Touhy Avenue Flood Control Reservoir (“Touhy Avenue Reservoir”) and Higgins Creek. The contract includes watermain and sanitary sewer removal along Service Drive and along a portion of Jarvis Avenue and the resurfacing of Jarvis Avenue from east of the Touhy Avenue Reservoir entrance to Mount Prospect Road. The contract also includes drainage improvements, earthwork, construction of retaining walls, installation of ITS infrastructure, signing, pavement markings, roadway lighting, landscaping, and all other work necessary to complete the contract in accordance with the approved plans and specifications; and

WHEREAS, for purposes of this AGREEMENT, the above contracts shall collectively be referred to as the “PROJECT” and are depicted on “EXHIBIT A” along with the CITY’s involvement attached hereto; and

WHEREAS, the CITY requests that the ILLINOIS TOLLWAY include in its PROJECT the replacement of watermain along Old Higgins Road with an emergency connection to Elk Grove Village-owned watermain located along Old Higgins Road at the location of the future Touhy Avenue bypass road and replacement of CITY watermain between Old Higgins Road and O’Hare Airport’s Guard Post #1 including the watermain segment under Union Pacific Railroad (“UPRR”), hereinafter referred to as the “CITY IMPROVEMENTS”; and

WHEREAS, the CITY and Elk Grove Village plan to enter into a separate intergovernmental agreement that documents the terms and conditions relative to the emergency connection of CITY watermain to Elk Grove Village watermain on Old Higgins Road; and

WHEREAS, as part of the EOWA project, the Cook County Department of Transportation and Highways is implementing design and construction of improvements along Touhy Avenue in the vicinity of the PROJECT improvements (herein after referred to as “TOUHY AVENUE IMPROVEMENTS”). The TOUHY AVENUE IMPROVEMENTS are not included as part of this AGREEMENT with the following exceptions:

- The terms for the relocated CITY-owned sanitary forcemain to be located on ILLINOIS TOLLWAY right-of-way and constructed as part of the TOUHY AVENUE IMPROVEMENTS; and
- The provision to include a feature of the CITY IMPROVEMENTS, the emergency connection to Elk Grove Village-owned watermain, as part of the TOUHY AVENUE IMPROVEMENTS; and

WHEREAS, the PROJECT includes the replacement of CITY-owned watermain; and

WHEREAS, for purposes of this AGREEMENT, the above CITY-owned facilities included as part of the CITY IMPROVEMENTS, the sanitary forcemain to be located on ILLINOIS TOLLWAY right-of-way as part of the TOUHY AVENUE IMPROVEMENTS, and the CITY-owned watermain replaced as part of the PROJECT, shall collectively be referred to as the “CITY FACILITIES” and are depicted on “EXHIBIT B”; and

WHEREAS, the CITY FACILITIES are planned to be constructed in advance of the construction of the I-490 Toll Highway as part of the EOWA project; and

WHEREAS, the CITY is responsible for the ownership and jurisdiction of Service Drive and Jarvis Avenue north and south of the I-90 Toll Highway, respectively; and

WHEREAS, the PARTIES agree that the PROJECT improvements render both Service Drive, in its entirety, and Jarvis Avenue from west of the Touhy Avenue Reservoir entrance as no longer needed for public use or access due to the elimination of the Des Plaines Oasis and the CITY agrees to vacate these roadways. The portion of Jarvis Avenue from east of the Touhy Avenue Reservoir entrance to Mount Prospect Road will remain under CITY jurisdictional authority; and

WHEREAS, the ILLINOIS TOLLWAY needs to acquire two (2) parcels of land (Parcels NW-7B-12-901 and NW-7B-12-902) from the CITY for purposes of constructing the PROJECT; and

WHEREAS, the CITY concurs with conveyance of the two (2) parcels to the ILLINOIS TOLLWAY at no cost; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the CITY’s request to add the CITY IMPROVEMENTS to the PROJECT and the TOUHY AVENUE IMPROVEMENTS at no cost; and

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

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

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

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

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

I. ENGINEERING

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

60% Complete

95% Complete (pre-final)

Final

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format, as preferred, to the CITY by the ILLINOIS TOLLWAY.
- C. The CITY shall review the plans and specifications which impact their respective maintained highways and facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the CITY 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 CITY shall mean they agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact their maintained highways and facilities. In the event of disapproval, the CITY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

- D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Cook County, 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 ILLINOIS TOLLWAY agrees to assume responsibility for securing a utility crossing permit on behalf of the CITY for the proposed watermain, included as part of the CITY IMPROVEMENTS, to be located under UPRR tracks on UPRR right-of-way. The CITY agrees to cooperate with the ILLINOIS TOLLWAY and UPRR as required.
- G. The CITY shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way necessary for the PROJECT to the ILLINOIS TOLLWAY, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the CITY.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. The CITY's existing right of way which is required for construction of the PROJECT shall be, unless provided for herein, transferred to the ILLINOIS TOLLWAY and conveyed free and clear of all encumbrances.
- C. The CITY agrees to convey via quit claim deed to the ILLINOIS TOLLWAY Parcels NW-7B-12-901 and NW-7B-12-902, as shown on "EXHIBIT C" attached hereto.
- D. The CITY shall grant the ILLINOIS TOLLWAY use, access, ingress, and egress necessary for the construction of the PROJECT. The CITY shall grant the ILLINOIS TOLLWAY access and use of its property without charge and shall

waive any and all surety or bonding requirements. In any event the ILLINOIS TOLLWAY, or its contractor(s), to the extent permitted by law, shall indemnify and hold the CITY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the ILLINOIS TOLLWAY or its agents.

- E. In the event, the ILLINOIS TOLLWAY identifies areas of the CITY's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the CITY, shall upon the ILLINOIS TOLLWAY's submittal of the CITY's permit form and contract plans and special provisions as required, issue the ILLINOIS TOLLWAY a permit without charge of permit fees to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the CITY shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the CITY.
- F. In order to avoid PROJECT delays, the CITY hereby permits and authorize each other, their 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. So as to protect the public at large, the ILLINOIS TOLLWAY shall notify the CITY prior to the commencement of any excavation, tree removal, construction, repair, maintenance or other work or activity contemplated by this AGREEMENT.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the CITY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing CITY rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The CITY respectively agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing CITY rights of way, without charge of permit fees to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the CITY jurisdiction, at no expense to the CITY.

- E. The ILLINOIS TOLLWAY agrees to grant the CITY the right to own and maintain the CITY FACILITIES on ILLINOIS TOLLWAY right-of-way, at no cost to the CITY, as part of this AGREEMENT.
- F. For any future work proposed by the ILLINOIS TOLLWAY as part of the EOWA project or other future project associated with the I-490 Toll Highway that otherwise requires adjustments to the CITY FACILITIES to be in place prior to the construction of I-490 , the ILLINOIS TOLLWAY agrees to perform or cause to be performed the required adjustments to the CITY FACILITIES or otherwise reimburse the CITY for any and all out of pocket costs the CITY may incur in causing the aforementioned infrastructure to be adjusted.
- G. The ILLINOIS TOLLWAY agrees to allow the CITY access to the CITY FACILITIES on ILLINOIS TOLLWAY right-of-way. The CITY will be granted access from the secured ILLINOIS TOLLWAY maintenance access road located along the east side of the future I-490 Toll Highway from the Elmhurst Road/Pratt Boulevard intersection, depicted on EXHIBIT B attached hereto. The ILLINOIS TOLLWAY will provide access to the maintenance road via gated entry, as described in Section VIII. G.
- H. The CITY agrees to notify the ILLINOIS TOLLWAY in advance of accessing CITY FACILITIES on ILLINOIS TOLLWAY right-of-way by contacting the ILLINOIS TOLLWAY Permits and Utility Department at (630) 241-6800 extension 4129. Notification of planned maintenance activities involving other contractor work and associated traffic control must be made a minimum of 10 working days in advance according to the latest Illinois Tollway Roadway Traffic Control and Communication Manual (March 2019).
- I. At all locations where utilities are located on the CITY's right of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the CITY 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.
- J. The ILLINOIS TOLLWAY will cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT, at no cost to the CITY.
- K. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services, fiber optic cable system and data connections) that are installed as part of the PROJECT and must be adjusted due to future work proposed by the CITY, the CITY agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the CITY shall be submitted for approval prior to commencing such work. The CITY shall review the plans and specifications within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the CITY within this time period, or does not receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed their approval of the plans and specifications. Approval by the CITY shall mean agreement with all specifications in the plans pertaining to the alignment and location of the PROJECT deviations which impact their respective maintained highways. In the event of disapproval, the CITY will detail in writing its objections to the proposed plans and return them to the ILLINOIS TOLLWAY for review and consideration.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the CITY, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar days written notice to the CITY prior to commencement of work on the PROJECT.
- D. The CITY 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 their system. The CITY may assign personnel to perform inspections of all work included in the PROJECT that affects the CITY's system respectively, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by PARTIES pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall require its contractor(s) working within the CITY's right of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April 2019, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.

- G. The CITY agrees, to the extent permitted by law, to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the access, use, maintenance of the PROJECT improvements constructed by the ILLINOIS TOLLWAY on the CITY's right of way.
- H. The ILLINOIS TOLLWAY shall require that the CITY, 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 CITY 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).
- I. The ILLINOIS TOLLWAY shall give notice to the CITY upon completion of 70% and 100% of all PROJECT construction improvements to be subsequently maintained by the CITY, and the CITY shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If the CITY does not perform a final inspection within twenty-one (21) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the CITY, the PROJECT shall be deemed accepted by the CITY. At the request of the CITY, 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 CITY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The CITY shall perform such joint re-inspections within ten (10) 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.
- K. As-built drawings of the PROJECT performed by the ILLINOIS TOLLWAY shall be provided to the CITY, in both paper and electronically, within sixty (60) days after completion of the work.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. The CITY agrees to transfer Parcels NW-7B-12-901 and NW-7B-12-902 to the ILLINOIS TOLLWAY at no cost.
- C. The ILLINOIS TOLLWAY agrees to include the CITY IMPROVEMENTS in the PROJECT at no cost to the CITY.
- D. The CITY 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 CITY shall pay the full amount of requested supplemental work or more costly substitute work .

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the CITY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the CITY.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments and piers, bridge girders/beams, bridge deck, expansion joints, parapet walls and drainage structures.

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

- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.

VII. MAINTENANCE – RESPONSIBILITIES

- A. The maintenance responsibilities are as shown on “EXHIBITS A and B” as detailed below.
- B. The ILLINOIS TOLLWAY agrees to own and maintain I-90 and I-490 within the PROJECT limits, in their entirety, including bridge structures, retaining walls, access control fencing, detention basins, drainage infrastructure and associated toll infrastructure.
- C. The CITY agrees to own and maintain the remaining portion of Jarvis Avenue from the Touhy Avenue Reservoir entrance to Mount Prospect Road, in its entirety, and CITY FACILITIES on ILLINOIS TOLLWAY right-of-way. The CITY also agrees to maintain other CITY FACILITIES constructed as part of the PROJECT including the new water and sanitary service connections from existing service along Mount Prospect Road to the K-9 Training Facility and the watermain along Old Higgins Road and extending east under UPRR to O’Hare Airport Guard Post #1, including associated fire hydrants and valve vaults.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within their respective PARTY’s existing maintenance/jurisdictional responsibilities that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the CITY shall, upon completion of construction and final inspection, be the maintenance responsibility of the CITY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. All PARTIES agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of any other PARTY.

- D. The ILLINOIS TOLLWAY will enter into separate agreements, as required, for facilities affected by the PROJECT and not included as part of this AGREEMENT, including the K-9 Training Facility and Touhy Avenue Reservoir.
- E. The CITY agrees to vacate Service Drive and the portion of Jarvis Avenue from the Touhy Avenue Reservoir entrance to the west as part of the transfer of Parcels NW-7B-12-901 and NW-7B-12-902 to the ILLINOIS TOLLWAY, including relinquishing ownership and jurisdictional authority.
- F. Nothing herein is intended to prevent or preclude any PARTY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- G. The CITY will be provided with a limited number of keys for the ILLINOIS TOLLWAY owned locks that will be installed on the right of way fence gate on the east side of the Elmhurst Road/Pratt Boulevard intersection for the ILLINOIS TOLLWAY maintenance road. Prior to being provided with the keys, the CITY must provide contact information for CITY personnel that will possess the keys. The CITY further agrees that it shall notify the ILLINOIS TOLLWAY should there be changes to CITY personnel that will retain the keys for access to the CITY FACILITIES. The CITY agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the access, use, maintenance or reconstruction of the watermain and sanitary forcemain located on ILLINOIS TOLLWAY right of way.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an agreement between the City of Des Plaines (CITY) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- B. It is understood and agreed by the PARTIES hereto, that the PARTIES shall obtain or retain jurisdiction of all local roads traversed or affected by I-490 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by the CITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

- E. Not later than thirty (30) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- G. In the event of a dispute between PARTIES in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Director of Public Works of the CITY 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.
- H. In the event of a dispute between the CITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the CITY IMPROVEMENTS, or a dispute concerning the plans and specifications for the CITY IMPROVEMENTS, the Director of Public Works of the CITY and the Chief Engineering Officer of the ILLINOIS TOLLWAY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the CITY IMPROVEMENTS, the decision of the Director of Public Works of the CITY shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- I. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- J. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- K. The CITY certifies that its correct Federal Tax Identification number is and it is doing business as a governmental entity, whose mailing address is the City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois 60016.
- L. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

- M. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- N. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- O. The failure by any PARTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any PARTY to this AGREEMENT unless such provision is waived in writing.
- P. It is agreed that the laws of the State of Illinois, except the law of the conflicts of law, shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in the Circuit Court of DuPage County, Illinois, exclusively
- Q. 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 and ILLINOIS TOLLWAY internal auditors, the VILLAGE's auditor, or other governmental entities or officials with proper regulatory, oversight, or monitoring authority, upon reasonable notice and during normal business hours.
- R. The CITY 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 CITY 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. 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 CITY:

Mr. Jon Duddles
Assistant Director of Public Works
and Engineering
City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016

The PARTIES may exchange e-mail addresses or other contact information for any message under this Paragraph without amending this AGREEMENT. By agreement, the PARTIES may change the addresses or contact information under this paragraph by proper notice without amending this AGREEMENT.

- T. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT or for such longer period as the law requires. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- U. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- V. The section headings of this AGREEMENT are solely for the aid of the reader and do not create any substantive terms, conditions, or limitations.

(This section intentionally left blank)

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

CITY OF DES PLAINES

By: _____
Matthew Bogusz
Mayor

Attest: _____
Jennifer L. Tsalapanis
City Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Willard S. Evans, Jr.
Chairman and Chief Executive Officer

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

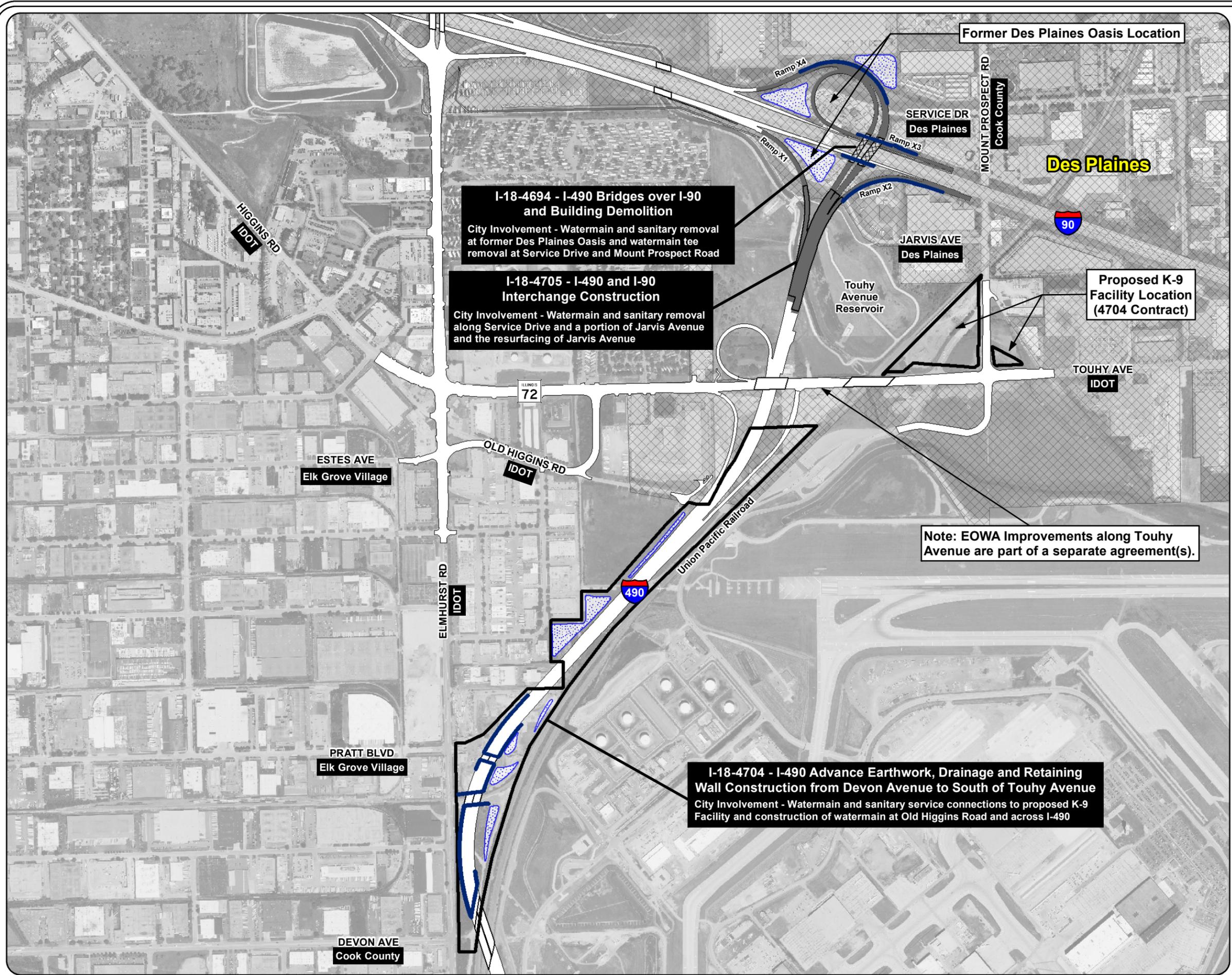
By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

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

Elgin O'Hare Western Access



I-18-4694 - I-490 Bridges over I-90 and Building Demolition
City Involvement - Watermain and sanitary removal at former Des Plaines Oasis and watermain tee removal at Service Drive and Mount Prospect Road

I-18-4705 - I-490 and I-90 Interchange Construction
City Involvement - Watermain and sanitary removal along Service Drive and a portion of Jarvis Avenue and the resurfacing of Jarvis Avenue

I-18-4704 - I-490 Advance Earthwork, Drainage and Retaining Wall Construction from Devon Avenue to South of Touhy Avenue
City Involvement - Watermain and sanitary service connections to proposed K-9 Facility and construction of watermain at Old Higgins Road and across I-490

Proposed K-9 Facility Location (4704 Contract)

Note: EOWA Improvements along Touhy Avenue are part of a separate agreement(s).

LEGEND

- Contract I-18-4694 Limits
- Contract I-18-4704 Limits
- Contract I-18-4705 Limits
- Other EOWA Improvements
- Retaining Wall (Tollway)
- Bridge
- Proposed Detention Basin (Tollway)
- Des Plaines Municipal Boundary

STREET NAME
Jurisdiction

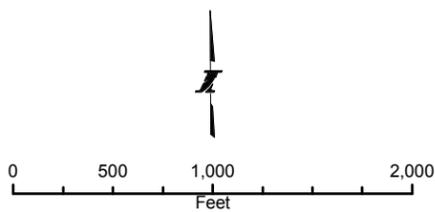


Exhibit A
Elgin O'Hare Western Access
Illinois Tollway Construction
Contracts and City of
Des Plaines Involvement

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Elgin O'Hare Western Access

LEGEND

- Proposed Water Main (City)
- Proposed Sanitary Sewer (City)
- Existing Water Main (City)
- Existing Sanitary Sewer (City)
- ✕ Proposed Water Main Abandoned/Removal
- ⊕ Railroad (UPRR)
- Maintenance Access Road
- Tollway Maintenance/Jurisdiction (White)
- ▨ City Maintenance/Jurisdiction
- EOWA Improvements
- ⊠ Proposed Tollway Right-of-Way

* Touhy Avenue Improvements included as part of separate agreement(s)

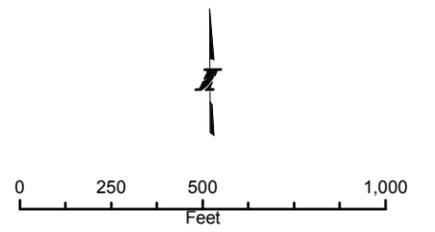
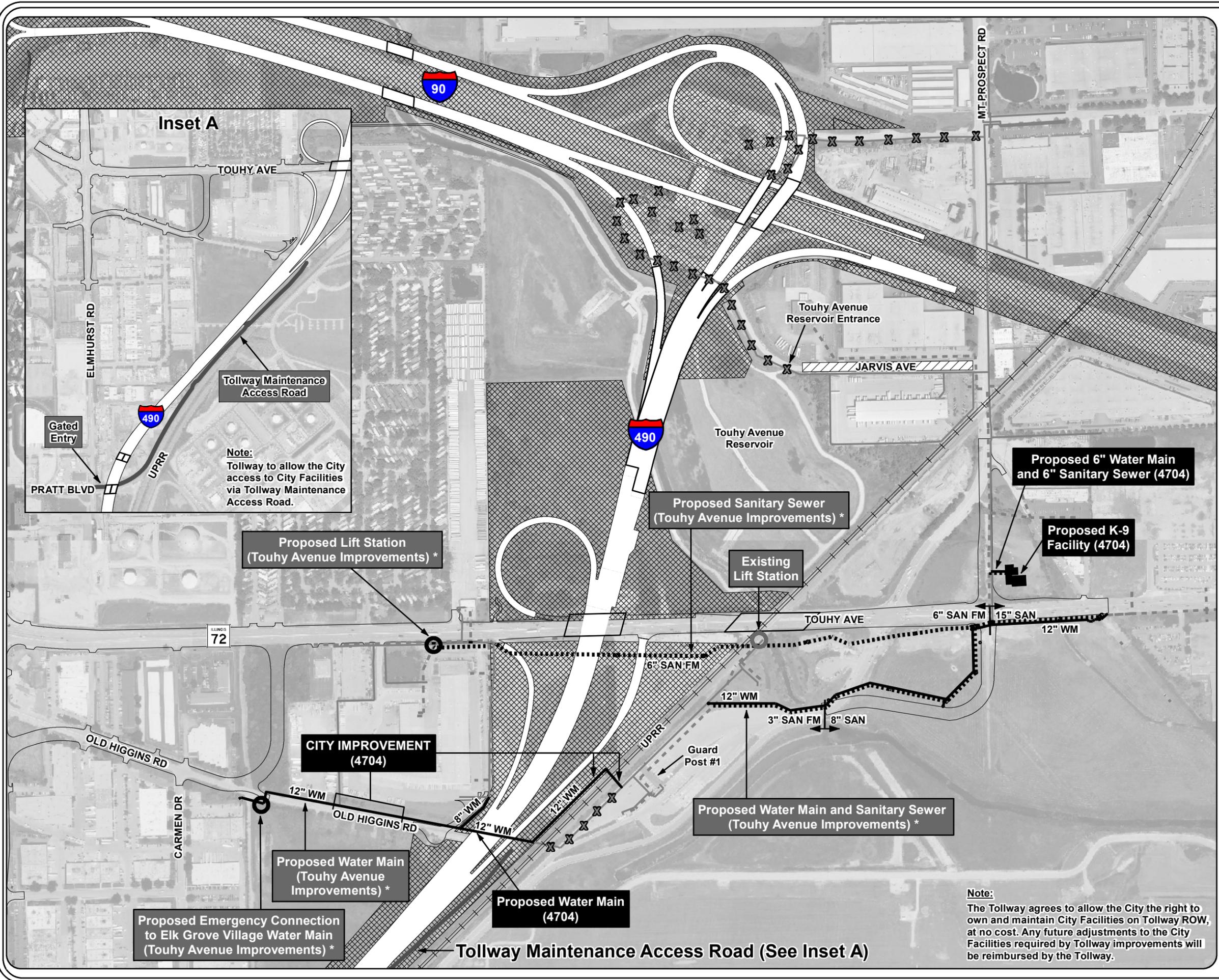
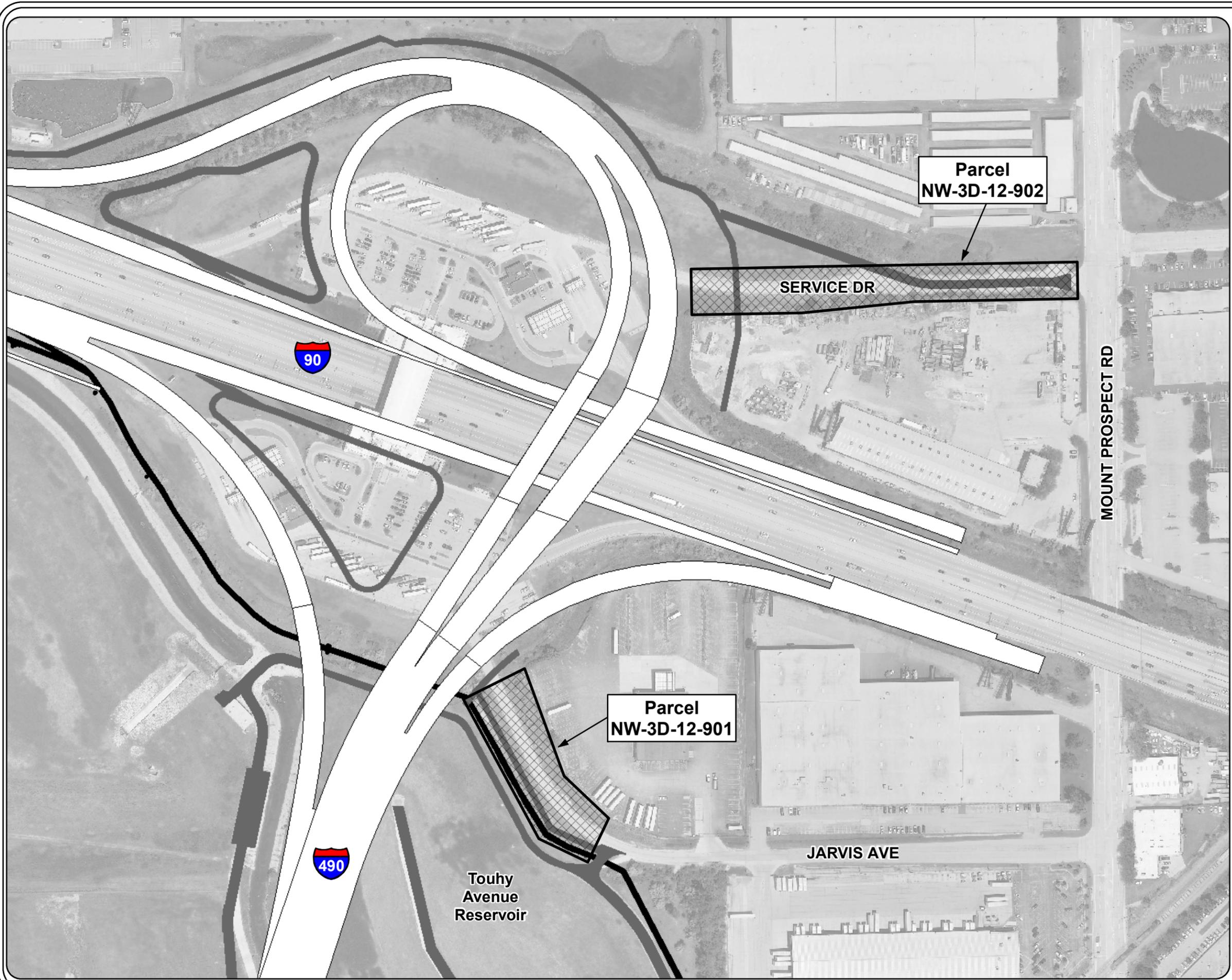


Exhibit B

Elgin O'Hare Western Access
Des Plaines Maintenance
and Jurisdiction Map

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LEGEND

- JAWA Line
- City of Des Plaines ROW to be Acquired
- Tollway Maintenance Access Road
- EOWA Improvements

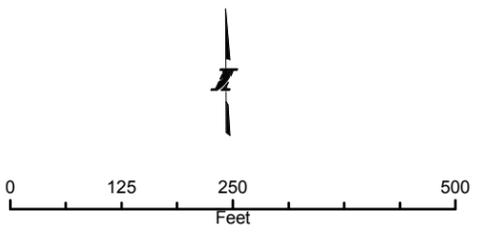
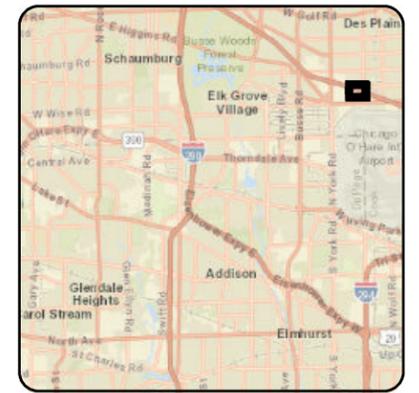


Exhibit C

Elgin O'Hare Western Access
Des Plaines ROW to be
Transferred to the Illinois Tollway

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RESOLUTION NO. 22003
AMENDING RESOLUTION NO. 23948

Background

Resolutions 19584, 21069 and 21451 authorized acquisition of needed parcels and expenditures of up to \$115,000,000.00 for any and all land acquisition fees, costs and expenses necessary for the Tri-State Tollway Project, Project No. RR-11-4010 (“Project No. RR-11-4010”). Resolution 23948 as preceded by Resolutions 21928, 21902, 21883, 21868, 21849, 21822, 21753, 21724, 21699, 21607, 21578, 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942 and 20771, identified specific parcels that were required for purposes of The Illinois State Toll Highway Authority (“Tollway”). Resolution 21928 must be further amended to identify and add additional parcels and provide the Tollway’s Land Acquisition Unit the authority to acquire all parcels necessary for Project No. RR-11-4010, including fee title, permanent easements, temporary easements and access control. Pursuant to *ISTHA v. DiBenedetto*, 275 Ill. App 3d 400, 405 (1st Dist. 1995), the Tollway is required to reasonably describe real property it may need to acquire by eminent domain. This Resolution, amending Resolution 23948, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes, but is not limited to, the Identified Parcels listed on Exhibit A (“Identified Parcels”), which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and interests in real estate for Project No. RR-11-4010. The Tollway’s Engineering Department, by and through its Land Acquisition Manager, together with authorized employees and agents, is authorized to acquire all necessary real estate interests associated with Project No. RR-11-4010 and, per Resolutions 19584, 21069 and 21451, to spend sums up to an amount not to exceed \$115,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just

RESOLUTION NO. 22003

AMENDING RESOLUTION NO. 23948

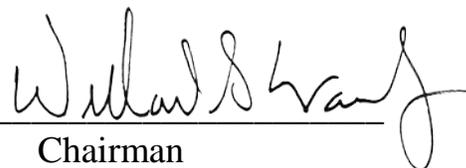
Resolution – continued

compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses.

In the event all or part of the Identified Parcels cannot, with reasonable diligence, be purchased via negotiations, administrative documentation or settlement, the Land Acquisition Unit, upon the recommendation of the Land Acquisition Manager, the General Counsel and the Attorney General, is authorized and directed to acquire the same in the name of the Tollway by eminent domain.

The Executive Director, the Chief Operating Officer and/or Land Acquisition Manager, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, and consistent with applicable state and federal law, are authorized to negotiate and enter into any real estate contract for the acquisition or conveyance of all needed real estate for Project No. RR-11-4010, such contracts to be executed in accordance with applicable Tollway policy. The Land Acquisition Unit is authorized to continue to acquire and purchase property by and through escrow closings with its approved title insurance vendors, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, such contracts to be executed in accordance with applicable Tollway policy. The Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses, necessary to acquire interests in all or part of all Identified Parcels needed for Project No. RR-11-4010, up to a sum not to exceed the aggregate sum of \$115,000,000.00.

Approved by: _____


Chairman

03/26/20

6.5/3

RESOLUTION NO. 22003
AMENDING RESOLUTION NO. 23948

Resolution – continued- Exhibit A

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

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

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-7-15-001	12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019	Cook
TW-7-15-002	12-21-100-011	Cook
TW-7-15-003	12-20-301-034	Cook
TW-7-15-004	12-20-300-054, 12-20-300-055	Cook
TW-5-16-001	18-19-301-004, 18-19-301-005	Cook
TW-3A-16-001	18-34-105-021	Cook
TW-3B-16-001	18-29-100-020	Cook
TW-3B-16-006	18-28-300-067, 18-28-400-012	Cook
TW-7-16-005	12-30-100-009, 12-30-100-011 12-30-100-024, 12-30-100-025	Cook
TW-7-16-006	12-30-100-019	Cook
TW-7-16-007	12-30-100-020	Cook
TW-7-16-008	12-30-100-021	Cook
TW-7-16-009	12-30-102-001, 12-19-300-020	Cook
TW-7-16-001	03-36-204-002	DuPage
TW-7-16-011	12-19-400-111	Cook
TW-7-16-012	12-19-400-123	Cook
TW-7-16-013	12-19-400-157	Cook
TW-7-16-014	12-19-400-156	Cook
TW-7-16-015	12-19-400-069	Cook
TW-7-16-016	12-19-400-125	Cook
TW-7-16-017	12-19-400-087	Cook
TW-7-16-018	12-19-400-107	Cook
TW-3B-16-002	18-27-500-003, 18-28-501-001, 18-33-501-001	Cook
TW-3B-16-003	18-33-102-002, 18-33-201-003, 18-32-402-010 18-33-301-002, 18-27-300-008, 18-28-401-008	Cook

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

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-3B-16-004	18-27-300-006, 18-28-401-002, 18-28-401-004 18-28-401-009, 18-28-401-010, 18-32-402-003 18-33-102-001, 18-33-201-001, 18-33-201-002 18-33-201-004, 18-33-301-001	Cook
TW-3B-16-005	18-28-400-011, 18-28-500-004, 18-28-200-028 18-28-200-033, 18-27-100-001, 18-28-200-030 18-28-400-004, 18-28-300-055, 18-28-400-006	Cook
TW-3B-16-007	THAT PART OF THE EXISTING SANTA FE DRIVE RIGHT OF WAY IN THE PLAT OF DEDICATION FOR SAID RIGHT OF WAY, BEING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1976 AS DOCUMENT NUMBER 23687489	Cook
TW-3B-16-008	18-28-300-043	Cook
TW-3B-16-009	18-28-300-056, 18-28-300-055 18-28-300-042, 18-28-103-030	Cook
TW-3B-16-010	18-28-103-007, 18-28-103-008, 18-28-300-012 18-28-300-013, 18-28-300-017, 18-28-300-018 18-28-300-019, 18-28-300-022, 18-28-300-023	Cook
TW-3B-16-011	18-28-502-028	Cook
TW-3B-16-012	18-28-300-068, 18-28-400-013	Cook
TW-3B-16-013	18-28-200-032, 18-28-200-035, 18-28-200-036	Cook
TW-3B-16-014	18-28-300-041	Cook
TW-3B-16-015	18-28-103-029, 18-28-200-018, 18-28-103-032	Cook
TW-3B-16-016	18-28-103-001, 18-28-103-020, 18-28-103-034	Cook
TW-3A-16-003	18-34-104-028	Cook
TW-3A-16-004	18-34-105-020	Cook
TW-3A-16-005	THAT PART OF RUST TRAIL AS ESTABLISHED BY THE PLAT OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1948 AS DOCUMENT NUMBER 14310191	Cook
TW-3A-16-006	18-34-104-014	Cook
TW-3A-16-008	18-34-102-004	Cook

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

PREVIOUSLY IDENTIFIED PARCELS

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

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

PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-3B-16-024	18-29-205-015	Cook
TW-5-16-059	18-07-103-001, 18-07-103-002, 18-07-103-003, 18-07-103-004, 18-07-103-005, 18-07-103-006, 18-07-103-007, 18-07-103-008, 18-07-103-009, 18-07-103-010, 18-07-103-011	Cook
TW-7-16-002	03-25-409-001, 03-25-409-002	DuPage
TW-7-16-003	03-25-400-004	DuPage
TW-7-16-004	03-25-400-006	DuPage
TW-7-16-054	12-16-307-029	Cook
TW-7-16-057	12-16-312-018	Cook
TW-7-16-060	12-16-115-023, 12-16-115-025	Cook
TW-7-16-067	12-16-113-017, 12-16-113-018, 12-16-113-023, 12-16-113-024	Cook
TW-7-16-068	12-16-205-023, 12-16-111-049	Cook
TW-7-16-071	12-16-205-019	Cook
TW-7-16-077	12-16-203-024	Cook
TW-7-16-053	12-16-307-041	Cook
TW-7-16-055	12-16-307-028	Cook
TW-7-16-059	12-16-111-048, 12-16-205-024	Cook
TW-7-16-078	THAT PART OF LAWRENCE AVENUE, A 66 FOOT WIDE STREET IN FAIRVIEW, BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1891 AS DOCUMENT NUMBER 1483103	Cook
TW-7-16-079	THAT PART OF MONTROSE, THAT PART OF AGATITE AND THAT PART OF SUNNYSIDE AVENUES ALL IN INDIAN PARK ESTATES, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1939 AS DOCUMENT 12260059	Cook
TW-7-16-080	THAT PART OF BERTEAU AND DENLEY AVENUES AS SHOW ON VOLK BROTHERS HOME ADDITION TO SCHILLER PARK IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN ACCORDING TO THE PLAT RECORDED MAY 20, 1924 AS DOCUMENT NUMBER 8427643	Cook
TW-6B-16-003	15-07-104-016	Cook
TW-7-16-019	12-30-300-007	Cook

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PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-7-16-045	12-30-301-034	Cook
TW-5-16-011	18-19-102-014	Cook
TW-5-16-012	18-19-102-013	Cook
TW-5-16-013	18-19-102-012	Cook
TW-5-16-014	18-19-102-011	Cook
TW-5-16-015	18-19-102-016	Cook
TW-3A-16-072	08-35-109-012	Cook
TW-3A-16-081	23-01-106-012	Cook
TW-5-16-137	18-18-304-018	Cook
TW-5-16-139	18-19-102-015	Cook
TW-5-16-140	18-18-304-017	Cook
TW-6B-16-002	15-07-104-015	Cook
TW-6B-16-004	15-07-104-004	Cook
TW-6B-16-008	15-06-303-024	Cook
TW-7-16-043	12-20-300-054, 12-20-300-055	Cook
TW-7-16-056	12-16-307-004, 12-16-307-005 12-16-307-027, 12-16-307-032	Cook
TW-7-16-069	12-16-205-021	Cook
TW-3A-16-066	18-35-407-055	Cook
TW-3B-16-027	18-29-100-003, 18-29-100-027	Cook
TW-3B-16-029	THAT PART OF 71 st PLACE 66 FOOT RIGHT OF WAY AS DEDICATED BY PLEASANT VIEW SUBDIVISION, BEING PART OF THE EAST 1171.96 FEET OF THE NORTH 40 ACRES OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1949 AS DOCUMENT NUMBER 14650837	Cook
TW-3B-16-028	18-29-100-026	Cook
TW-5-16-095	18-06-126-010	Cook
TW-5-16-098	18-06-126-009	Cook
TW-5-16-101	18-06-126-006	Cook
TW-5-16-103	18-06-126-005	Cook

EXHIBIT "A"
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Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-5-16-105	18-06-126-004	Cook
TW-5-16-107	18-06-126-002	Cook
TW-5-16-110	18-06-126-001	Cook
TW-5-16-130	18-06-126-007	Cook
TW-5-16-141	18-19-405-014, 19-19-495-015	Cook
TW-6C-16-008	06-12-419-014	DuPage
TW-6C-16-012	06-12-413-039	DuPage
TW-6C-16-003	15-18-107-018	Cook
TW-6C-16-006	06-12-419-016	DuPage
TW-6C-16-007	06-12-419-015	DuPage
TW-6C-16-009	06-12-419-002	DuPage
TW-6C-16-010	06-12-419-001	DuPage
TW-3A-16-031	23-01-300-014	Cook
TW-3A-16-034	23-01-300-012	Cook
TW-3A-16-038	23-01-106-011	Cook
TW-3B-16-026	18-29-200-004, 18-29-200-009 18-29-200-014, 18-29-200-017	Cook
TW-5-16-046	18-07-117-012, 18-07-117-018	Cook
TW-5-16-048	18-07-117-013	Cook
TW-5-16-050	18-07-117-014	Cook
TW-5-16-051	18-07-117-015	Cook
TW-5-16-052	18-07-117-016	Cook
TW-5-16-053	18-07-117-017	Cook
TW-5-16-082	18-06-303-015, 18-06-303-016, 18-06-303-017	Cook
TW-5-16-090	18-06-303-002	Cook
TW-5-16-099	18-06-126-008	Cook
TW-5-16-132	18-07-301-017	Cook

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PREVIOUSLY IDENTIFIED PARCELS
PIN NUMBER/OR DESCRIPTION

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-5-16-142	COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE NORTH 1 DEGREE 47 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 65.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE 47 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 418.63 FEET TO THE WESTERLY LINE OF FLAGG CREEK PER TIMBER TRAILS UNIT 1 RECORDED AS DOCUMENT NUMBER 0530003135; THENCE NORTH 9 DEGREES 28 MINUTES 16 SECONDS EAST ALONG SAID WESTERLY LINE, 568.83 FEET; THENCE NORTH 2 DEGREES 14 MINUTES 54 SECONDS EAST ALONG SAID WESTERLY LINE, 241.74 FEET TO THE NORTHEAST CORNER OF OUTLOT Y IN SAID TIMBER TRAILS UNIT 1; THENCE NORTH 88 DEGREES 55 MINUTES 45 SECONDS EAST, 60.10 FEET; THENCE SOUTH 2 DEGREES 14 MINUTES 54 SECONDS WEST, 249.01 FEET; THENCE SOUTH 9 DEGREES 28 MINUTES 16 SECONDS WEST, 361.82 FEET; THENCE SOUTH 1 DEGREE 47 MINUTES 13 SECONDS EAST, 292.39 FEET TO THE EASTERLY LINE OF FLAGG CREEK PER SAID TIMBER TRAILS UNIT 1; THENCE SOUTH 9 DEGREES 43 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY LINE, 157.47 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 26 SECONDS WEST ALONG SAID EASTERLY LINE, 155.20 FEET TO THE NORTHERLY LINE OF PLAINFIELD ROAD; THENCE SOUTH 64 DEGREES 09 MINUTES 53 SECONDS WEST ALONG SAID NORTHERLY LINE, 38.01 FEET TO THE POINT OF BEGINNING	Cook
TW-5-16-094	18-06-126-022	Cook
TW-6B-16-009	15-18-500-001	Cook
TW-3A-16-042	23-01-109-007	Cook
TW-3A-16-082	23-01-105-006	Cook
TW-5-16-002	18-19-403-016	Cook
TW-5-16-016	18-18-304-014	Cook
TW-5-16-017	18-18-304-013	Cook
TW-5-16-018	18-18-411-001, 18-18-412-001	Cook
TW-5-16-019	18-18-304-012	Cook
TW-5-16-020	18-18-304-011	Cook
TW-5-16-021	18-18-304-010	Cook
TW-5-16-022	18-18-304-009	Cook
TW-5-16-023	18-18-304-007, 18-18-304-008	Cook
TW-5-16-057	18-07-109-015, 18-07-109-016	Cook
TW-5-16-063	18-07-102-009, 18-07-102-010 18-07-102-011, 18-07-102-012	Cook
TW-6C-16-002	15-18-107-015, 15-18-107-019 15-18-107-020, 15-18-107-021	Cook
TW-3A-16-014	23-01-301-042	Cook
TW-3A-16-015	23-01-301-041	Cook

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Parcel	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-017	23-01-301-040	Cook
TW-3A-16-019	23-01-301-039	Cook
TW-3A-16-020	23-01-301-022	Cook
TW-3A-16-021	23-01-301-021	Cook
TW-3A-16-024	23-01-300-019	Cook
TW-3A-16-029	23-01-300-026	Cook
TW-3A-16-046	23-01-109-034	Cook
TW-3A-16-052	23-01-117-014-1001 through 1012	Cook
TW-3A-16-054	23-01-117-013-1001 through 1048	Cook
TW-3A-16-056	23-01-113-010	Cook
TW-3A-16-057	23-01-113-003, 23-01-113-004, 23-01-113-005	Cook
TW-3A-16-059	18-36-319-036	Cook
TW-3A-16-063	18-35-407-008, 18-35-407-010	Cook
TW-3A-16-070	18-35-407-041	Cook
TW-5-16-005	18-19-404-008, 18-19-404-009 18-19-404-010, 18-19-404-011	Cook
TW-5-16-143	COMMENCING AT THE NORTHEAST CORNER OF LOT 10 (EXCEPT THE NORTH 17 FEET OF LOT 10) IN HIGHLANDS, SAID HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 2 DEGREES 17 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 10 (EXCEPT THE NORTH 17 FEET OF LOT 10), 43.31 FEET; THENCE SOUTH 85 DEGREES 42 MINUTES 02 SECONDS WEST, 115.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32 DEGREES 24 MINUTES 47 SECONDS EAST, 481.67 FEET; THENCE SOUTH 57 DEGREES 35 MINUTES 13 SECONDS WEST, 60.00 FEET TO THE WESTERLY LINE OF FLAGG CREEK; THENCE NORTH 32 DEGREES 24 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY LINE, 513.72 FEET; THENCE NORTH 85 DEGREES 42 MINUTES 02 SECONDS EAST ALONG SAID SOUTH LINE, 68.03 FEET TO THE POINT OF BEGINNING	Cook

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Parcel	ADDED IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-023	23-01-301-020	Cook
TW-3A-16-026	23-01-301-024	Cook
TW-3A-16-027	23-01-301-033	Cook
TW-3A-16-053	23-01-117-003	Cook
TW-5-16-073	That part of Spring Street, Hinsdale	Cook
TW-5-16-074	18-06-303-025, 18-06-310-011, 18-06-310-012 18-06-310-016, 18-06-310-017, 18-06-310-018 18-06-310-019, 18-06-310-021, 18-06-311-001 18-06-311-002, 18-06-311-003, 18-06-311-004 18-06-311-005, 18-06-311-006, 18-06-311-007 18-06-311-008, 18-06-311-009, 18-06-311-010 18-06-311-021, 18-06-311-023	Cook
TW-6B-16-010	That part of Coolidge Avenue, Berkeley	Cook
TW-6B-16-011	That part of Superior St., Huron St. and public alley in block 2 of H.O. Stone and Company's Ber-Elm Addition, Berkeley	Cook
TW-6B-16-013	That part of Victoria Avenue, Berkeley	Cook
TW-6B-16-014	That part of Electric Avenue, Berkeley	Cook
TW-6B-16-015	15-07-318-004-8001	Cook
TW-6B-16-017	15-07-501-001	Cook
TW-6C-16-005	16 Foot Alley in Block 9 in Berkeley Lawn Subdivision	Cook

RESOLUTION NO. 22004

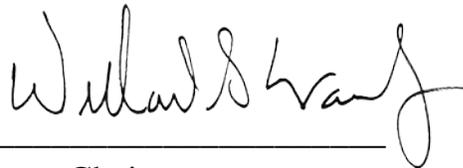
Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into a settlement agreement with Casey Capital Partners for the acquisition of real estate parcel NW-6B-18-001 which is necessary for the purchase of a new Maintenance Facility (M-5).

Resolution

The proposed real estate settlement agreement 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/Chief Executive Officer of the Tollway is authorized to execute said documents, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22005

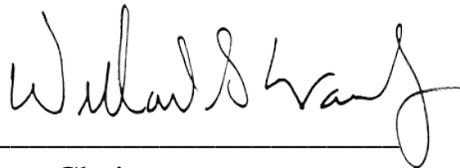
Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement of a workers’ compensation claim filed by LaShondra Chambers. It is in the best interest of the Tollway to enter into the settlement.

Resolution

The settlement of LaShondra Chambers’ 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/Chief Executive Officer or the Executive Director of the Tollway is authorized to execute any and all documents necessary to effectuate the settlement and resolve all related legal matters, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 22006

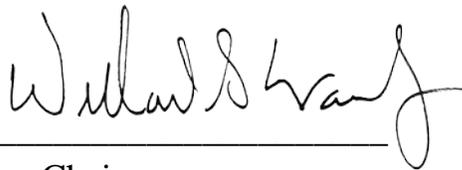
Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement of an employment discrimination claim filed by Iwan Klowaty. It is in the best interest of the Tollway to enter into the settlement.

Resolution

The settlement of Iwan Klowaty’s employment discrimination 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/Chief Executive Officer or the Executive Director of the Tollway is authorized to execute any and all documents necessary to effectuate the settlement and resolve all related legal matters, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman