

RESOLUTION NO. 21458

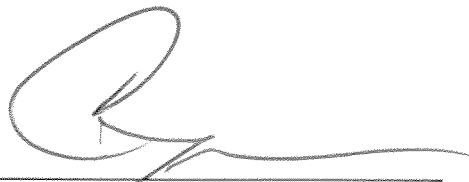
Background

Under the State Employees Group Insurance Act of 1971, 5 ILCS 375/11, the Illinois State Toll Highway Authority (the "Tollway") is obligated to reimburse the state health insurance program for retirees who served the Tollway, members of the State Police who served District 15, and those former employees receiving disability benefits through the State Employees Retirement System ("SERS"). A monthly invoice is sent to Central Management Services ("CMS") for its review and approval. Payment in the amount of \$4,330,184.18 for 2017 is required to reimburse CMS for the Tollway's cost of medical, dental and life insurance benefits.

Resolution

Reimbursement to Central Management Services ("CMS") of the State of Illinois for the Tollway's pro-rata share of the state's cost of medical, dental and life insurance benefits for retirees receiving pension or former employees receiving disability benefits through the State in the amount of \$4,330,184.18 is approved, and the Chief Financial Officer is authorized to issue warrants in payment thereof and take all other measures in furtherance thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21459

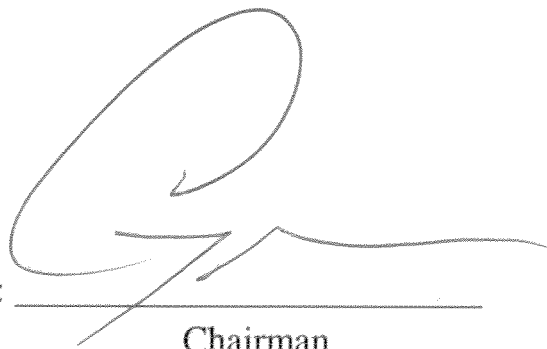
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Snowplow Trucks through the Central Management Services ("CMS") master contract with Patson, Inc. (d.b.a. TransChicago Truck Group) and Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield) (Tollway Contract No. 18-0005) for an aggregate upper limit of compensation not to exceed \$3,282,653.42. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Snowplow Trucks from Patson, Inc. (d.b.a. TransChicago Truck Group) and Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield) is approved in an aggregate amount not to exceed \$3,282,653.42. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21460

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Small Business Technical Assistance Services (Contract No. 13-0236) from the Illinois State Black Chamber of Commerce, Inc. and the HACIA Scholarship and Education Foundation. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an aggregate amount not to exceed \$1,459,377.12 for the purchase of additional Small Business Technical Assistance Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 13-0236 for the purchase of additional Small Business Technical Assistance Services from the Illinois State Black Chamber of Commerce, Inc. and the HACIA Scholarship and Education Foundation is approved in an aggregate amount not to exceed \$1,459,377.12 (increase from \$1,384,390.69 to \$2,843,767.81). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21461


Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Light- and Medium-Duty Trucks (Contract No. 16-0071) from Patson, Inc. (d.b.a. TransChicago Truck Group) and Morrow Brothers Ford, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an aggregate amount not to exceed \$845,176.50 for the purchase of additional Light- and Medium-Duty Trucks.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 16-0071 for the purchase of additional Light- and Medium-Duty Trucks from Patson, Inc. (d.b.a. TransChicago Truck Group) and Morrow Brothers Ford, Inc. is approved in an aggregate amount not to exceed \$845,176.50 (increase from \$2,390,548.65 to \$3,235,725.15). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21462

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Mowing Tractors and Equipment (Contract No. 14-0179A) from Buck Bros., Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to amend the contract and increase the upper limit of compensation of said contract by an amount not to exceed \$439,891.81 for the purchase of additional Mowing Tractors and Equipment.

Resolution

The amendment and associated increase to the upper limit of compensation of Contract No. 14-0179A for the purchase of additional Mowing Tractors and Equipment from Buck Bros., Inc. is approved in an amount not to exceed \$439,891.81 (increase from \$871,178.00 to \$1,311,069.81). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21463

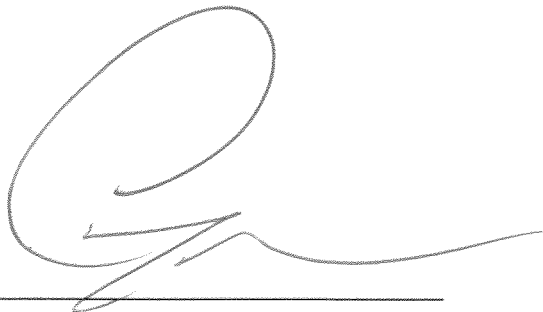
Background

It is necessary and in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to immediately procure Out-of-State Registration Retrieval Services via Emergency Contract No. 18-0010 pursuant to Illinois Statute 30 ILCS 500/20-30 and JCAR Section 1.2030 of the Central Procurement Authority of the Chief Procurement Officer for General Services. These goods and/or services will be procured from Law Enforcement Systems, LLC for an upper limit of compensation not to exceed \$300,000.00.

Resolution

The emergency procurement of Out-of-State Registration Retrieval Services from Law Enforcement Systems, LLC is accepted. Contract No. 18-0010 is approved in an amount not to exceed \$300,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21464
Amending Resolution No. 21435

Background

The Board of Directors previously determined, pursuant to Resolution No. 21435 dated November 29, 2017, to enter into an Intergovernmental Agreement (“IGA”) First Addendum with the Illinois Department of Central Management Services (“CMS”) and the Illinois Department of Innovation and Technology (“DoIT”) authorizing the Illinois State Toll Highway Authority (the “Tollway”) to continue to utilize statewide agreements with vendors, including Deloitte Consulting LLP, for an Enterprise Resource Planning (“ERP”) management system.

Resolution No. 21435 previously authorized an upper limit payable to Deloitte Consulting LLP of \$16,876,191, and it was anticipated that the IGA would provide for sufficient authorization to make payments to Deloitte. However, the Chief Procurement Office for General Services recently indicated that a direct contract will be required to continue ERP Implementation Services.

It is necessary and in the best interest of the Tollway to immediately procure ERP Implementation Services with Deloitte Consulting LLP.

Resolution

Resolution No. 21435 is amended as follows: Tollway staff is authorized to directly procure ERP Implementation Services from Deloitte Consulting LLP, consistent with the upper limit of compensation and scope of work as authorized by Resolution No. 21435. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection

RESOLUTION NO. 21464
Amending Resolution No. 21435

Resolution -- continued

therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

A handwritten signature in black ink, consisting of a large, stylized initial 'Q' followed by a horizontal line and a small flourish.

Approved by: _____

Chairman

RESOLUTION NO. 21465

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4337 for Systemwide Fencing & Site Improvements, on the Reagan Memorial Tollway (I-88) from Milepost 94.5 (Peace Road) to Milepost 138 (Cermak Road) and Tri-State Tollway (I-294) at Milepost 29.9 (Cermak Plaza 35). The lowest responsible bidder on Contract No. RR-17-4337 is Foundation Mechanics, LLC in the amount of \$1,299,479.00.

Resolution

Contract No. RR-17-4337 is awarded to Foundation Mechanics, LLC in the amount of \$1,299,479.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.



Approved by: _____

Chairman

RESOLUTION NO. 21466

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-17-4333 for Bridge Signing Improvements, on the Jane Addams Memorial Tollway (I-90) from Milepost 55.6 (IL 25) to Milepost 76.6 (Lee Street). The lowest responsible bidder on Contract No. I-17-4333 is Western Remac, Inc. in the amount of \$295,535.00.

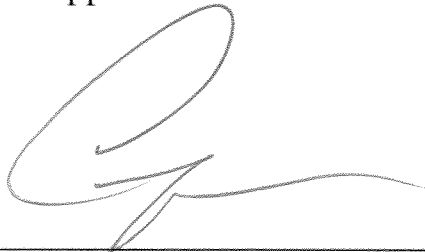
Resolution

Contract No. I-17-4333 is awarded to Western Remac, Inc. in the amount of \$295,535.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____



Chairman

RESOLUTION NO. 21467

Background

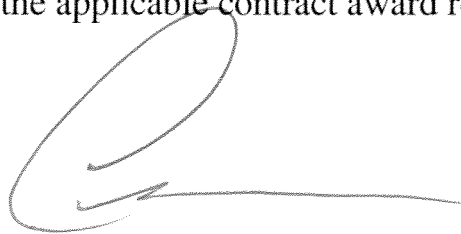
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract RR-16-4254 for Roadway and Bridge Rehabilitation, on the Reagan Memorial Tollway (I-88) from Milepost 91.4 (Annie Glidden Road) to Milepost 113.3 (IL 56). The lowest responsible bidder on Contract No. RR-16-4254 is Curran Contracting Company/Geneva Construction Company (Joint Venture) in the amount of \$83,812,597.51.

Resolution

Contract No. RR-16-4254 is awarded to Curran Contracting Company/Geneva Construction Company (Joint Venture) in the amount of \$83,812,597.51, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.



Approved by: _____

Chairman

RESOLUTION NO. 21468

Background


The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-4253 for Roadway and Bridge Rehabilitation, on the Reagan Memorial Tollway (I-88) from Milepost 76.1 (IL 251) to Milepost 91.4 (Annie Glidden Road). The lowest responsible bidder on Contract No. RR-16-4253 is William Charles Construction Company, LLC/Rock Road, Inc., (Joint Venture) in the amount of \$48,560,404.32.

Resolution

Contract No. RR-16-4253 is awarded to William Charles Construction Company, LLC/Rock Road, Inc., (Joint Venture) in the amount of \$48,560,404.32 subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.



Approved by: _____

Chairman

RESOLUTION NO. 21469

Background

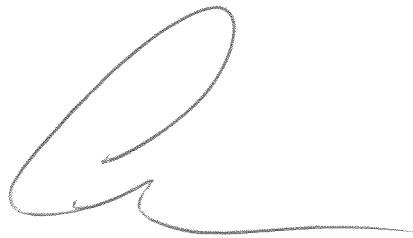
The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-17-4338 for Elgin O'Hare Western Access Tollway (I-490) Advanced Fiber Relocation Installation, on the Tri-State Tollway (I-294) from Milepost 32.90 (North Avenue) to Milepost 36.30 (Wolf Road). The lowest responsible bidder on Contract No. I-17-4338 is Meade, Inc. in the amount of \$4,743,152.20.

Resolution

Contract No. I-17-4338 is awarded to Meade, Inc. in the amount of \$4,743,152.20, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.



Approved by: _____

Chairman

RESOLUTION NO. 21470

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services on the Tri-State Tollway (I-294) at Milepost 6.3 (159th Street) on Contract No. RR-16-4281. GSG Consultants, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$1,647,571.20. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with GSG Consultants, Inc., to obtain Construction Management Services, for Contract No. RR-16-4281 with an upper limit of compensation not to exceed \$1,647,571.20, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21471

Background

The Illinois State Toll Highway Authority (the "Tollway") owns Parcels N-4B-34.2EX & N-4B-35.2EX (the "Parcels"), which are located north of I-90 and part of old Freeman Road, Huntley, IL, in Kane 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 N-4B-34.2EX & N-4B-35.2EX as excess to the Tollway's needs.

The Parcels were appraised by an Illinois Licensed General Appraiser in the amount of \$130,353.00.

It is in the best interest of the Tollway to sell the Parcels in accordance with the terms of the sale to Reiche Partners, LLC.

Resolution

The sale of Parcels N-4B-34.2EX & N-4B-35.2EX is hereby approved in accordance with the terms and conditions set forth above. The Land Acquisition Manager and the Acting General Counsel are authorized to prepare such documents as are necessary to convey the Parcels and any improvements located thereon to Reiche Partners, LLC; the Chairman or the Executive Director is authorized to execute any and all documents necessary to transfer said property; and the Chief Financial Officer is authorized to issue warrants in payment of any expenses in connection therewith.

Approved by: _____


Chairman

RESOLUTION NO. 21472

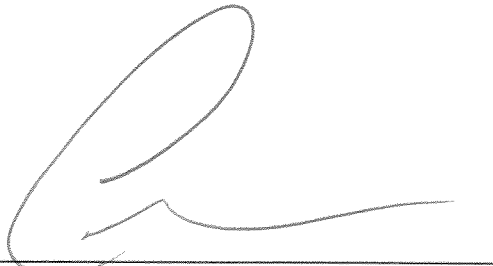
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to extend the lease of approximately 90,000 square feet of currently unused property to Meade, Inc. ("Meade"). The property is located in Burr Ridge, IL near I-294 and I-55. Meade intends to use the property for the storage of vehicles, equipment and materials necessary for its two Illinois Department of Transportation construction projects underway along the I-55 corridor. Meade requires use of the property through November 2018. The monthly rent is \$1,550.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare a lease between the Illinois State Toll Highway Authority and Meade, Inc. in substantially the form attached to this Resolution. The Land Acquisition Manager is authorized to execute said Agreement.

Approved by: _____



Chairman

RESOLUTION NO. 21473

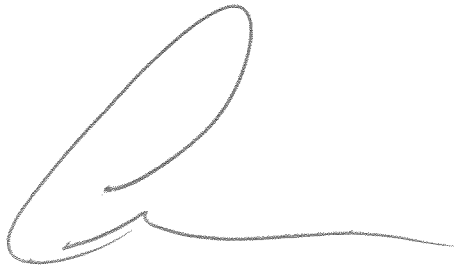
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the City of DeKalb ("City") in connection with repairs and rehabilitation along the Reagan Memorial Tollway ("I-88") including the Peace Road Bridge over I-88 at Mile Post 91.71, and S. First Street Bridge over I-88 at Mile Post 94.02. The City has requested and the Tollway agrees to perform City maintenance responsibility repairs and rehabilitation to Peace Road Bridge, and S. First Street Bridge over I-88 as part of the project subject to reimbursement by the City. This Agreement updates Tollway and City responsibilities for portions of the ongoing crossroad bridges maintenance.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the City of DeKalb in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____



Chairman

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

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

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Ronald Reagan Memorial Tollway (I-88) from Illinois Route 56, Mile Post 91.4 to Annie Glidden Road, Mile Post 113.3 (hereinafter sometimes referred to as "Toll Highway"), including the Peace Road Bridge (Bridge Number 1119), and the S. First Street Bridge (Bridge Number 1127), (and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Design Contract # RR-16-4254, and Construction Contract RR-16-4254 (hereinafter referred to as the "PROJECT"), by making the following improvements:

Work includes mainline roadway resurfacing, shoulder reconstruction, mainline pavement patching as necessary; reconstruction and rehabilitation of emergency turnarounds, construction of one new emergency turnaround, construction of crash investigation sites; drainage improvements including culvert repair and underdrain installation along mainline outside shoulder; ditch grading improvements, and rehabilitation of mainline and crossroad bridges.

The improvements to the Peace Road Bridge include joint seal replacement, deck repairs with a deck overlay, repair of existing parapets, bridge approach guardrail repair and replacement as needed, and precast prestressed concrete beam and substructure repairs.

The improvements to the S. First Street Bridge include superstructure replacement with vault removal, conversion to semi-integral joints and installation of bridge approach slabs, installation of new parapets, bridge approach guardrail repair and replacements as needed, and substructure repairs; and

WHEREAS, the maintenance responsibilities for Peace Road Bridge are shared between the ILLINOIS TOLLWAY and the CITY, pursuant to an Intergovernmental Agreement entered into May 16, 1996; and

WHEREAS, pursuant to the terms of the May 16, 1996 Intergovernmental Agreement, the CITY maintains the portions of the grade separation structure including the bridge deck surface, guardrails, parapet walls above the deck, and drainage facilities above structural beams and girders; and

WHEREAS, the CITY requests that the ILLINOIS TOLLWAY include the bridge deck sealing, guardrail repair, and repair of parapet walls of the Peace Road and S. First Street bridges as part of its PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the CITY's request to include the bridge deck sealing, guardrail repair, and repair of parapet walls as part of its PROJECT subject to reimbursement by the CITY; and

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

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

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the CITY as hereinafter stipulated.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the CITY by the ILLINOIS TOLLWAY.
- C. The CITY shall review the plans and specifications which impact the CITY's maintained highways within twenty (20) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the CITY

within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the CITY shall mean the CITY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the CITY's maintained highways. 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, Kane County, DeKalb County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The CITY shall grant and consent to any and all construction permits, temporary or construction rights of access (ingress and egress), temporary use of its property and temporary right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for temporary right of access or temporary use shall not be unreasonably withheld by the CITY.

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 either PARTY to enter upon and temporarily use lands owned by the other PARTY, 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 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. At all locations where utilities are located on CITY rights 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. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the CITY for any and all costs the CITY may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain CITY concurrence as to the amount of bids (for work to be funded wholly or partially by the CITY before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the CITY as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the CITY shall be submitted to the CITY for approval prior to commencing such work. The CITY 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 CITY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the CITY within fifteen (15) calendar days after delivery to the CITY of the proposed deviation, the proposed deviation shall be deemed approved by the CITY.
- 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 five (5) 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 the CITY's system. The CITY shall assign personnel to perform inspections on behalf of the CITY of all work included in the PROJECT that affects the CITY'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 CITY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the CITY, and the CITY shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. If the CITY does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the 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 seven (7) 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 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 most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the CITY as hereinafter stipulated.

- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the agreed to construction costs. It is further agreed that construction engineering shall be computed as 10% of agreed to construction costs and mobilization shall be 6% of agreed to final construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the CITY for work related to the Peace Road Bridge is \$175,000.35 for construction costs, \$8,750.02 (5% of construction costs) for preliminary and design engineering, \$17,500.04 (10% of construction costs) for construction engineering and \$10,500.02 (6% of construction costs) for mobilization, for a total agreed upon cost of \$211,750.43.
- D. The CITY agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the CITY will pay to the ILLINOIS TOLLWAY, an amount equal to 50% of its obligation incurred under this AGREEMENT, and upon receipt of an invoice will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT. In the event that the total CITY obligations exceed 110% of the estimated CITY costs as specified in this AGREEMENT, said excess costs greater than 110% shall be cause for an Amendment prior to payment of said excess costs.

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, 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.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with

the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY 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. The ILLINOIS TOLLWAY agrees to maintain the I-88 Toll Highway in its entirety.
- B. The CITY agrees, consistent with the balance of this Section VII, to maintain, or cause to maintain, Peace Road, and S. First Street, including all guardrails, any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc.
- C. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the CITY will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance

responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the CITY.

- D. The CITY agrees to continue to maintain, or cause to maintain traffic signals along Peace Road at the ramp terminals with I-88.
- E. 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	S. First Street
Type 3	Peace Road

Type 2 - CITY Roadway over ILLINOIS TOLLWAY Right of Way

Type 3 - CITY Roadway over ILLINOIS TOLLWAY Right of Way with a partial interchange

- 1. The CITY has all maintenance responsibility as to the following:
 - i. All CITY right of way and CITY highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, guardrail, approach embankments outside access control fences, and bituminous repair of approach slabs.
 - ii. The following portions of the grade elevation structure:
 - a. Ice and snow removal accomplished in such a manner as to not block or obstruct I-88
 - b. Guardrail maintenance and repair
 - c. Signage
 - d. Pavement markings
 - e. Pothole repair as necessary on the wearing surface
 - f. All drainage facilities carrying exclusively CITY drainage
- 2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the CITY as set forth herein, including but not limited to the following:
 - i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;

- ii. The deck below the wearing surface, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - iii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - iv. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - v. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - vi. All underpass lighting.
- F. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve on the following:
- 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves).
 - 3. Any intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.
- G. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT

VIII. ADDITIONAL MAINTENANCE PROVISIONS

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

- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the CITY shall, upon completion of construction and final inspection, be the sole 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.
- D. Nothing herein is intended to prevent or preclude the CITY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the City of DeKalb 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-88. The CITY shall retain jurisdiction of Peace Road, and S. First Street traversed or affected by I-88 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 CITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the CITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of

the ILLINOIS TOLLWAY and the CITY's Director of Public Works shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.

- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6005843 and it is doing business as a governmental entity, whose mailing address is 1216 Market Street, DeKalb, Illinois 60115.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or the CITY 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 CITY unless such provision is waived in writing.
- L. 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.
- M. 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: The City of DeKalb
1216 Market Street
DeKalb, Illinois 60115
Attn: Public Works Director

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

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

THE CITY OF DEKALB

By: _____
 Jerry Smith
 Mayor

Attest: _____

Date: _____

 (Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
 Greg M. Bedalov
 Executive Director

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21474

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the County of Cook ("County"). The agreement outlines the parties' project construction, maintenance, and financial responsibilities as part of the Elgin O'Hare Western Access construction. The project includes intersection improvements at and near Touhy Avenue and Elmhurst Road as well as a new grade separation structure carrying Touhy Avenue over the to-be-constructed I-490, and Union Pacific Railroad. The County will be responsible for the construction of the project subject to reimbursement by the Tollway and federal Congestion Mitigation and Air Quality (CMAQ) grant funding. The total estimated cost of the project is \$85,068,505.00, and the Tollway's financial obligation is estimated at \$23,172,236.00.

Resolution

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

Approved by: _____

Chairman

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

TOUHY AVENUE (IL 72)
Elmhurst Road to Mount Prospect Road
Section: 15-34117-01-RP
Federal Project No. 6CYP(041)

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the County of Cook, a body politic and corporate of the State of Illinois (the "County") and the Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois (the "Illinois Tollway"). The County and the Illinois Tollway are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*), authorizes and encourages intergovernmental cooperation; and

WHEREAS, the County is a unit of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into this intergovernmental agreement; 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 intergovernmental agreement; and

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

WHEREAS, the County has agreed to perform work as part of the County's "in-kind" contribution to offset the EOWA funding gap on EOWA projects within the County; and

WHEREAS, the EOWA will necessitate improvements along Touhy Avenue (IL 72) from Elmhurst Road to Mount Prospect Road; and

WHEREAS, the County has assumed design and construction responsibilities of the EOWA improvements along Touhy Avenue as part of the Illinois Tollway Contract IN02, which includes the following three sections of Touhy Avenue at Elmhurst Road intersection improvements, Touhy Avenue over the Western Access, and Touhy Avenue over the Union Pacific Railroad (UPRR); and

WHEREAS, the County has undertaken design of improvements along Touhy Avenue, to be identified as Section: 15-34117-01-RP (hereinafter referred to as the “Project”); and

WHEREAS, the County has secured Federal (CMAQ) Funding to be applied towards construction and utility relocation costs of the Project; and

WHEREAS, the County and the Illinois Tollway entered into a Memorandum of Understanding for the Project on December 30, 2014 and said Memorandum is incorporated herein by reference; and the improvements are described as follows:

The scope of work for the Touhy Avenue at Elmhurst Road intersection improvements consists of roadway rehabilitation and median improvements, rehabilitation and widening along Elmhurst Road from Greenleaf Avenue to Landmeier Road, and construction of a new quadrant bypass connector roadway from Old Higgins Road to Touhy Avenue. This section also includes the installation and interconnection of traffic signals at Touhy Avenue and the Old Higgins Road connector, at Touhy Avenue and Elmhurst Road, and at Elmhurst Road and Old Higgins Road.

The scope of work for Touhy Avenue over the Western Access Toll Highway includes the construction of a new grade separation structure carrying Touhy Avenue over the Western Access Toll Highway.

The scope of work for Touhy Avenue over the (UPRR) consists of the construction of a new grade separation structure carrying Touhy Avenue over the UPRR, as well as arterial improvements which include the reconstruction of the Touhy Avenue at Mount Prospect Road intersection and the installation of a new traffic signal.

The contract also includes the installation of drainage improvements, pavement markings, signing, roadway lighting, multi-use paths, sidewalk, emergency vehicle pre-emption, landscaping, and all other work necessary to complete the improvements in accordance with the approved construction plans and specifications; and

WHEREAS, the County and the Illinois Tollway, by this instrument, desire to memorialize their respective obligations and responsibilities toward engineering, right-of-way acquisition, utility relocation, construction, funding of the Project as proposed as well as future maintenance responsibilities of the completed Project; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

SECTION 2. TERM AND TERMINATION

This Agreement between the County and the Illinois Tollway shall not become effective unless authorized and executed by the Cook County Board of Commissioners and the Illinois Tollway Executive Director. This Agreement is a legal, valid and binding agreement, enforceable against the Illinois Tollway, and, once duly authorized and executed by the Cook County Board of Commissioners, against the County, in accordance with its terms. This Agreement shall terminate upon completion of the Project. Further, in the event that any portion of the Federal CMAQ Funding becomes unavailable, this Agreement may be subject to amendment or termination by written instrument signed by both Parties. Notwithstanding the foregoing, the Parties hereto agree that the provisions of Sections 4.14 Post-Project Maintenance, 5.6 Post-Project Maintenance and 5.9 Payment to the County herein shall survive termination of this Agreement, unless expressly terminated by the Parties.

SECTION 3. PROJECT FUNDS

- 3.1 Federal Funds. Federal Funding in the amount of Eleven Million Four Hundred Fifty Thousand Dollars (\$11,450,000.00) Congestion Mitigation Air Quality (CMAQ) funds for the Touhy Avenue at Elmhurst Road intersection improvements and Twenty-Three Million Two Hundred Eighty-Nine Thousand Dollars (\$23,289,000.00) Congestion Mitigation Air Quality (CMAQ) funds for the Touhy Avenue over the UPRR improvements totaling a maximum amount of Thirty-Four Million Seven Hundred Thirty-Nine Thousand Dollars (\$34,739,000.00) will be applied toward the eligible portions of the Project construction and utility relocation costs as described herein.
- 3.2 County's Share of the Project. The County shall finance the entire cost of the Project subject to reimbursement as herein stipulated. The County's share of the Project shall be equal to the actual cost for design engineering, construction, construction engineering and utility relocations for the Touhy Avenue at Elmhurst Road intersection improvements and the Touhy Avenue over the UPRR portions of the Project less the Federal Share of construction and utility relocation costs for the respective portions of the Project and less the Illinois Tollway's share of the Project. The County's total cost is estimated as Twenty-Seven Million Three Hundred Seventy-Two Thousand One Hundred and Ninety-Five Dollars (\$27,372,195.00). Further, the County shall finance Municipal costs totaling an additional One Million Eight Hundred Forty-Eight Thousand One Hundred Thirteen Dollars (\$1,848,113.00) subject to reimbursement through separate agreements.
- 3.3 Illinois Tollway's Share of the Project. The Illinois Tollway's share of the Project shall be equal to the actual cost for construction, municipal utility relocations and private utility relocations for the Touhy Avenue over the Western Access portion of the Project. The Illinois Tollway's share of the Project for design engineering shall be 7% of the actual construction cost, construction engineering shall be 10% of the actual construction cost. The Illinois Tollway's total cost is estimated as Twenty-One Million Eight Hundred Fifty-Seven Thousand Five Hundred and Forty-Seven Dollars (\$21,857,547.00). The Illinois Tollway is also responsible for one hundred (100%) percent of the right-of-way acquisition costs for the Project.
- 3.4 Cost Estimates. A Funding Breakdown for the Project is incorporated and attached hereto as Exhibit A. The Funding Breakdown is only an estimate and does not limit the financial obligations of the Parties as described in 3.1 through 3.3 above.

SECTION 4. COUNTY’S RESPONSIBILITIES

- 4.1 Design Engineering. The County shall design, obtain necessary surveys, and prepare construction plans, specifications, estimates and contract documents for the Project, subject to reimbursement by the Illinois Tollway as herein stipulated. During the design and preparation of the plans and specifications, the County shall submit the plans and specifications to the Parties for review and comment at the following stages of plan preparation: 60% Complete (Preliminary), 95% Complete (Pre-final) and Final.
- 4.2 Construction.
- 4.2.1 The County shall advertise and receive bids, obtain concurrence from the Illinois Tollway as to the amount of bids before award (for work to be funded wholly or partially by the Tollway), let, award the contract(s), provide construction engineering inspections and cause the Project to be constructed in accordance with the approved Project construction plans, specifications and construction contract, subject to reimbursement by the Illinois Tollway.
- 4.2.2 After award of the construction contract, any proposed deviations from the approved plans and specifications that affect the Illinois Tollway shall be submitted to the Illinois Tollway for approval prior to commencing such work. The Illinois Tollway 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 Illinois Tollway shall detail in writing its specific objections. If the County receives no written response from the Illinois Tollway within fifteen (15) calendar days after delivery to the Illinois Tollway of the proposed deviation, the proposed deviation shall be deemed approved by the Illinois Tollway.
- 4.2.3 Subsequent to the award of the construction contract, and before any work is started on the Project, a pre-construction conference shall be held between the State, the Illinois Tollway, the County, the interested contractor(s), the UPRR, Elk Grove Village, the City of Chicago, the City of Des Plaines, Elk Grove Township, the Federal Aviation Administration (FAA), the Regional Transportation Authority (PACE) and the affected utility agencies, at a time and place as designated by the County’s representative, for the purpose of coordinating the work to be performed by the several contingents, and at which time a schedule of operations will be adopted.
- 4.2.4 The County shall assure that all work and materials meet the requirements as set forth in the Illinois Department of Transportation (IDOT) “Standard Specifications for Road and Bridge Construction” adopted April 1, 2016, the “Supplemental Specifications and Recurring Special Provisions” adopted January 1, 2017, and the Illinois Tollway “Supplemental Specifications to the IDOT Standard Specifications for Road and Bridge Construction”, issued May 1, 2017 and as amended for the Illinois Tollway in effect on the date of the invitation for bids.

- 4.3 County as Lead Agent; Appropriation of Funds. The County shall finance the design engineering, construction and construction engineering costs and act as Lead Agent for the Project.
- 4.4 Finance and Expenditures. The County shall provide annual financial updates for the Project to the Illinois Tollway for the duration of the Project. The County shall provide expenditures to date (as of September 30 of each year) for funding sources and a forecast of annual expenditures for the remainder of the Project for each funding source on or before October 30 of each year.
- 4.5 Permits.
- 4.5.1 The County shall assume the overall Project responsibility for regulatory permit acquisition, including permits from the Illinois Department of Natural Resources (IDNR), Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Illinois Environmental Protection Agency (IEPA), U.S. Army Corps of Engineers (USACE), etc. and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.) as may be required for the Project, are secured by the Parties hereto in support of general Project schedules and deadlines.
- 4.5.2 The County is responsible for adhering to the conditions of the EOWA Section 401/404 Clean Water Act Permit Application (LRC-2007-00802) and for submitting preliminary drainage, grading, landscaping, and erosion control plans to the Illinois Tollway at design milestones for submittal to the USACE to ensure compliance with the referenced Permit including with regard to wetland impacts, erosion and sediment control and water quality Best Management Practices (BMPs).
- 4.6 Right-of-Way.
- 4.6.1 The County has defined and provided land acquisition needs for fee simple, permanent easements, and temporary easements (including a list of parcels by parcel number, size, location and dimension) for proposed right-of-way (both permanent and temporary) to the Illinois Tollway. The County shall also identify and notify the Illinois Tollway of any displacements and/or relocations required for construction of the Project.
- 4.6.2 The County shall provide the identified land acquisition list as timely as possible so that the Illinois Tollway will have sufficient time to order and obtain title commitments.
- 4.6.3 Parcel plats and legal descriptions for property required shall conform to the Illinois Tollway format.
- 4.7 Utility Coordination and Relocation.
- 4.7.1 The County shall provide the Illinois Tollway, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing Party rights-of-way which may require adjustment as part of the Project. As part of its Project engineering responsibilities, the County shall identify locations for possible adjustments to the aforementioned existing utilities.

- 4.7.2 The County shall make arrangements for any necessary adjustments to existing utilities and municipal infrastructure located within the existing Project rights-of-way, and on proposed Project rights-of-way where improvements to highways are proposed to be done in conjunction with the Project, as part of the final design effort in accordance with the appropriate jurisdictional requirements. The County shall keep the Illinois Tollway apprised of the status of utility relocation during the course of the Project's design and construction phases and shall coordinate as necessary with respect to utility adjustment work involving roadways that will be under Illinois Tollway jurisdiction.
- 4.7.3 The County shall be the lead agency for utility coordination, investigations, relocations and associated work orders. The County will ensure that the necessary documents are submitted to the Illinois Tollway for the respective Utility Permit as needed. If there are locations where utilities are located on an existing easement and if said utilities are eligible for reimbursement for any adjustments or relocations caused by the Project, either the County or the Illinois Tollway shall be responsible for financing said utility reimbursement costs in accordance with Section 5.4 Utility Reimbursement herein.
- 4.7.4 The County shall define utility corridor(s) within the EOWA access control area for utility relocation purposes, as delineated on the attached Exhibit B. The corridor will be located along the south side of Touhy Avenue, starting at Sta. 543+00 and continuing in an easterly direction, crossing under the UPRR tracks and Higgins Creek, adjacent to the proposed retaining walls along the roadway approaches to the railroad bridge and extending easterly to Sta. 584+00 near the east Project limit along Touhy Avenue. A common duct bank will be constructed within the corridor for joint occupation by the power and communication companies. Sanitary Sewer and Natural Gas facilities will also occupy the corridor, but will be placed outside the duct bank. The County shall also define locations for additional water main required to service City of Des Plaines properties located west of the EOWA right-of-way and Des Plaines water and sanitary services to the O'Hare Airport Guardpost #1. As an alternative, Des Plaines sanitary services required to service Des Plaines properties west of the EOWA right-of-way may also be relocated outside of the defined utility corridor. All utility relocation work will be coordinated with the future Western Access supervised by the Illinois Tollway during construction of said utility work.
- 4.8 Agreements. The County shall be the lead agency for coordination, preparation and execution of all Intergovernmental and Railroad Agreements necessary for the Project.
- 4.8.1 The County shall prepare separate agreements with the local municipalities and the State to establish funding obligations and address ownership/maintenance responsibilities for local roadways and appurtenances affected by the Project, including traffic signals, emergency vehicle pre-emption devices (EVPD), multi-use paths, sidewalk, lighting, landscaping, fencing, retaining walls, landscaped medians, LED street name signs, water main, sanitary sewer and municipal storm sewer improvements.
- 4.8.2 All Railroad Agreements shall be fully executed prior to receiving authorization to advertise the Project.
- 4.9 Coordination with the Illinois Tollway.

- 4.9.1 The County shall coordinate with the Illinois Tollway to create existing and proposed jurisdictional maps within the Project limits.
 - 4.9.2 The County shall coordinate the design and construction of the proposed retaining walls adjacent to the UPRR and the future Western Access with the Illinois Tollway to ensure that the aesthetic appearance of the walls meets the approval of the Illinois Tollway.
 - 4.9.3 The County shall coordinate with the Illinois Tollway to complete and secure a valid Preliminary Environmental Site Assessment (PESA) and a Preliminary Site Investigation (PSI) for the Project prior to receiving authorization to advertise the Project.
 - 4.9.4 The County shall coordinate with the Illinois Tollway to determine the limits of embankment and pavement for the future Western Access exit ramp approaches to Touhy Avenue to be included in the Project in anticipation of the future EOWA construction. The costs for said embankment and approach pavement shall be the Illinois Tollway's expense.
 - 4.9.5 The County shall coordinate tree removal and replacement with the Illinois Tollway as described in Section 5.5 Landscaping herein. The County will make surveys of existing trees, and account for tree removals and new trees (including shrubbery) during design development and on the Project construction plans. The costs for any tree removal included as part of the Project shall be apportioned as described in Exhibit A.
 - 4.9.6 The County shall coordinate with the Illinois Tollway to secure an MWRDGC permit for access and use of the soil stockpiled at MWRDGC "Site B". The Project construction will require extensive earthwork, and a permit is needed which will allow the County to access, excavate and remove soils from the Site B for use as a borrow site. Further, the County shall obtain CCDD Certification of the soil prior to removal. The County and its Contractor shall be responsible for meeting the requirements for said Site B as defined in the MWRDGC and Illinois Tollway Intergovernmental Agreement.
- 4.10 Railroad Coordination.
- 4.10.1 The County shall coordinate the Project with the UPRR regarding the new Touhy Avenue grade separation, temporary grade crossing for the Touhy Avenue Temporary Bypass Road, railroad mainline signals and utility corridor.
 - 4.10.2 The County shall secure all necessary Railroad Permits and agreements needed for the Project, including the Illinois Commerce Commission (ICC) Petition and ICC Order.
- 4.11 Coordination with the City of Chicago.
- 4.11.1 The County shall coordinate the Project with the City of Chicago Department of Aviation (CDA) regarding the Touhy Avenue Temporary Bypass Road, the proposed utility corridor, the relocation of Mount Prospect Road, and the relocation of the Mount Prospect Road/Touhy Avenue intersection.
 - 4.11.2 The County shall coordinate with the CDA regarding the relocation of CDA infrastructure impacted by the Project.

- 4.11.3 The County shall define land acquisition needs required from CDA for the Project and provide the information to the Illinois Tollway. The existing land will be subject to existing easements for the Joint Action Water Agency (JAWA) and Federal Aviation Administration (FAA), along with their associated protection.
- 4.11.4 The County shall coordinate the Project with the CDA to ensure that FAA requirements are met.
- 4.11.5 The County shall follow all applicable CDA processes regarding obtaining the necessary permits and approvals for working on the airfield property, including but not limited to the following: Underground Utility “Dig Book”, FAA Cable Locate Form, FAA Permitting, Notice to Users, and insurance requirements.
- 4.12 Coordination with the State of Illinois Department of Transportation (“State”).
- 4.12.1 The State has jurisdictional authority over Touhy Avenue (IL 72), Elmhurst Road, and Old Higgins Road and has authorized the County to assume design and construction responsibilities of the EOWA improvements along Touhy Avenue as part of the Illinois Tollway Contract IN02.
- 4.12.2 The County shall make all necessary submittals to the State Bureau of Local Roads and Streets for all coordination and approvals for the Project. The County shall secure a State permit for geotechnical and survey work needed for the Project.
- 4.12.3 The County shall coordinate plan reviews with the State and submit preliminary, pre-final and final construction plans for review and approval. The County shall secure State approval for Permission to Advertise the Project and obtain concurrence from the State regarding the bids prior to award of the Project.
- 4.12.4 The County shall coordinate the design and construction of the proposed retaining walls adjacent to the UPRR with the State to ensure that the aesthetic appearance of the walls meets the approval of the State.
- 4.12.5 The County shall keep the State apprised of the status of utility relocation during the course of the Project’s design and construction phases and shall coordinate as necessary with respect to utility adjustment work involving roadways that will be under State jurisdiction. The County will ensure that the necessary documents are submitted to the State for the respective Utility Permit as needed.
- 4.12.6 The Illinois Tollway shall provide the State with official correspondence regarding the current right-of-way parcel acquisition process. The correspondence shall identify appraisers, relocation agents, negotiators, plats and legal descriptions involved in the process.
- 4.12.7 Any agreements involving Jurisdictional Transfer of a roadway segment or similar variations shall be processed through the State.

- 4.12.8 The County shall provide the State fourteen (14) days' advance notice of the Final Inspection of all work constructed as part of the Project ("Final Inspection").
- 4.12.9 The County shall coordinate maintenance with the State to ensure that the State is responsible for snow plowing operations along Touhy Avenue and Elmhurst Road for the duration of the Project.
- 4.13 Notification of Final Inspection. The County shall provide the Illinois Tollway fourteen (14) days' advance notice of the Final Inspection of all work constructed as part of the Project ("Final Inspection"). The County shall provide notice to the Illinois Tollway upon completion of 70% and 100% of the Project construction and allow for joint inspection of the Project at such milestones. In the event that said inspections disclose work that does not conform to the approved final plans and specifications, the Illinois Tollway's representative shall give immediate verbal notice to the County's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the County Superintendent, Department of Transportation and Highways. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The County and the Illinois Tollway shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the County that the deficiencies have been remedied.
- 4.14 Post-Project Maintenance. The County shall own, operate and maintain Mount Prospect Road from north of Touhy Avenue within the Project limits upon completion of the Project.

SECTION 5. TOLLWAY'S OBLIGATIONS

- 5.1 Time of the Essence. The obligations of the Illinois Tollway as set forth in this Section 5 shall be performed in a timely manner such that it will not result in a delay of the Project timetable as determined by the County.
- 5.2 Permits. The Illinois Tollway shall secure the EOWA Section 401/404 Clean Water Act Permit Application (LRC-2007-00802) for the Project.
- 5.3 Right-of-Way. The Illinois Tollway shall be the lead agency for proposed right-of-way acquisition for the Project and all acquisitions shall follow the federal process for federally funded projects.
- 5.3.1 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 approved construction plans and specifications.
- 5.3.2 The Illinois Tollway shall acquire all necessary right-of-way (both permanent and temporary) as needed for the construction of the Project pursuant to the approved construction plans and specifications, at its sole expense. All right-of-way acquisitions must be certified by the State before the Project is authorized for letting advertisement.
- 5.3.3 Right-of-way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right-of-way. All right-of-way costs shall be solely Illinois Tollway expense.

- 5.3.4 Upon parcel acquisition related to highways under State jurisdiction, the Illinois Tollway will perform a direct transfer of the parcel to the State. All such parcels shall be transferred or recorded upon completion of the Project.
- 5.3.5 Upon parcel acquisition related to highways under County jurisdiction, the Illinois Tollway will perform a direct transfer of the parcel to the County. All such parcels shall be transferred or recorded upon completion of the Project.
- 5.3.6 The Illinois Tollway shall provide the County with official correspondence regarding the current right-of-way parcel acquisition process. The correspondence shall identify appraisers, relocation agents, negotiators, plats and legal descriptions involved in the process.
- 5.4 Utility Reimbursement. The Illinois Tollway shall be the lead agency for coordination, preparation and execution of all Utility, Petroleum and Fuel Pipeline Reimbursement Agreements necessary for the Project, contingent upon a defined utility corridor.
- 5.4.1 The Illinois Tollway shall pay for the portion of utility relocation costs which are eligible for reimbursement and incurred by the company to relocate utility facilities from within the Project limits and into the proposed utility corridor described in Section 4.7.4 of this Agreement and delineated in the attached Exhibit B. Further, the Illinois Tollway shall pay for the portion of City of Des Plaines sanitary sewer that is relocated into said corridor, including installation of utility services supporting the proposed Des Plaines sanitary lift station along with Des Plaines water services relocated to the west of the EOWA right-of-way, as is necessary to maintain supply to Des Plaines properties located west of the EOWA right-of-way. As an alternative, The Tollway will reimburse for the relocation of Des Plaines sanitary services to Des Plaines properties located west of the EOWA right-of-way may be placed outside of the utility corridor.
- 5.4.2 The Illinois Tollway shall pay the entire cost of any petroleum or fuel pipeline adjustments necessitated by the Project, including but not limited to relocation, realignment, adjustment, casing removal, casing extensions and pipe protection.
- 5.4.3 The Illinois Tollway shall pay for the utility relocation costs involving electrical supply lines to CDA along the south leg of Mount Prospect Road.
- 5.4.4 The Illinois Tollway shall pay for Des Plaines water main and sanitary sewer relocation along the south leg of Mount Prospect Road to the CDA Guardpost #1.
- 5.5 Landscaping. Tree plantings included as part of the Project shall be determined in accordance with the Illinois Tollway's EOWA tree replacement policy. Accordingly, the costs for said new tree plantings shall be apportioned as described in Exhibit A.
- 5.5.1 Tree replacements are expected within the Project limits, and the County will make an accounting for the Project as part of the tree replacement totals for the entire EOWA corridor.
- 5.5.2 The Illinois Tollway will be provided with the opportunity to review specific tree

plantings in order to track overall EOWA mitigation requirements or other aesthetic improvements near or within Illinois Tollway right-of-way that may be requested by the local municipalities.

- 5.6 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the State, the Illinois Tollway and the County, the Illinois Tollway shall:
- 5.6.1 Maintain all of the following portions of the Touhy Avenue grade separation structure over the future Western Access toll highway, including but not limited to the following:
- a. All parts of the grade separation structure below the bridge deck, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - b. All fences along Illinois 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 Illinois Tollway drainage;
 - e. Retaining wall adjacent to the grade separation structure embankment and within the Illinois Tollway access control right-of-way (located between Ramp W1 and the EOWA Bridge); and,
 - f. All future underpass lighting (not included as part of Illinois Tollway Contract IN02).
- 5.6.2 Own, operate and maintain the storm sewers, storm water detention basins, retaining wall at the EOWA grade separation and ditch/channel that are located within the Illinois Tollway access control right-of-way, as delineated on the attached Exhibit B.
- 5.6.3 The Illinois Tollway shall not be responsible for any snow plowing operations along Touhy Avenue.
- 5.7 Touhy Avenue over the future Western Access Toll Highway Grade Separation Limits. It is mutually agreed by the Parties hereto that, for the purposes of determining the Illinois Tollway's share of the Project cost obligations, the limits of the Touhy Avenue over the future Western Access Toll Highway Grade Separation shall be defined as extending from the beginning of the west approach embankment at Sta. 543+50 (approximately 765 feet west of the Western Access bridge structure) to Sta. 557+70 (a point approximately 355 feet east of the Western Access bridge structure), as delineated on the attached Exhibit B.
- 5.8 State Agreement. The Illinois Tollway may enter into a separate agreement with the State to establish ownership, liability and maintenance responsibilities for the Touhy Avenue over the future Western Access Toll Highway Grade Separation structure and associated appurtenances.
- 5.9 Payment to the County. The costs that the Illinois Tollway is obligated to pay to the County for design engineering, construction, construction engineering and municipal utility relocations, as

described in Section 3. Project Funds and further itemized in the approved contract document Summary of Quantities, shall be paid in three installments as follows:

- 5.9.1 The first installment (approximately 50% of the Illinois Tollway's total estimated financial obligations for the Project) in the amount of Eleven Million Dollars (\$11,000,000.00) shall be invoiced by the County within ninety (90) days following the contract award, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of the invoice from the County.
- 5.9.2 The second installment (approximately 20% of the Illinois Tollway's total estimated financial obligations for the Project) in the amount of Four Million Four Hundred Thousand Dollars (\$4,400,000.00) shall be invoiced by the County one (1) year following the contract award, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of the invoice from the County.
- 5.9.3 The third installment (approximately 20% of the Illinois Tollway's total estimated financial obligations for the Project) in the amount of Four Million Four Hundred Thousand Dollars (\$4,400,000.00) shall be invoiced by the County two (2) years following the contract award, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of the invoice from the County.
- 5.9.4 The fourth installment for the remaining balance of the Illinois Tollway's total financial obligations for the Project, based upon the actual quantities used and the contract unit prices as awarded, shall be invoiced by the County subsequent to completion of the Project, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of the invoice from the County.
- 5.9.5 Payments to the County shall be by check payable to the Treasurer of Cook County, for deposit into the County's Motor Fuel Tax Fund (600-585 Account) and identified as Section: 15-34117-01-RP. The check shall be delivered to the Superintendent, Cook County Department of Transportation and Highways.

SECTION 6. GENERAL PROVISIONS

- 6.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 6.2 Default. The Illinois Tollway shall be in default hereunder in the event of a material breach by the Illinois Tollway of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Illinois Tollway has failed to cure such breach within thirty (30) days after written notice of breach is given to the Illinois Tollway by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the Illinois Tollway shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the Illinois Tollway, the County shall be entitled to exercise all available

remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the Illinois Tollway.

The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the County has failed to cure such breach within thirty (30) days after written notice of breach is given to the County by the Illinois Tollway, setting forth the nature of such breach. Failure of the Illinois Tollway to give written notice of breach to the County shall not be deemed to be a waiver of the Illinois Tollway's right to assert such breach at a later time. Upon default by the County, the Illinois Tollway shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the County.

- 6.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 6.4 Binding Successors. The County and the Illinois Tollway agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 6.5 Force Majeure. Neither the County nor the Illinois Tollway shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- 6.6 Plan Review. The Illinois Tollway shall review the preliminary and pre-final construction plans and specifications which impact their respective maintained highways and right-of-way and submit written comments or objections regarding said plans to the County within thirty (30) calendar days of receipt thereof. If the County does not receive comments or objections from the Parties 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 Parties shall mean they agree with all specifications in the plans, including alignment and location of the Project improvements which impact their maintained highways.
- 6.7 Access to Highways. It is understood and agreed by the Parties hereto that highway permits relative to the Project may be required of the County or the County's contractor(s) subsequent to the execution of this Agreement, to access right-of-way owned by another Party for purposes of geotechnical work, surveys and plan preparation at the locations covered by this Agreement in order to document insurance and liability requirements. The respective Party shall permit said access to the Party owned right-of-way for said work associated with the Project.
- 6.8 Permits. All Parties hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of the permits listed in Section 4.5 Permits herein and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the Project.

- 6.9 Intergovernmental Agreements. The Parties and other governmental entities as deemed appropriate shall enter into Intergovernmental Agreement(s) prepared by the County as pre-final construction plans are developed and prior to construction of the Project, based upon this executed Agreement to further determine, establish and detail their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the Project as proposed.
- 6.10 Authorized Agents. The Parties and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the Project that affects the Party's infrastructure and/or right-of-way. All Parties may assign personnel to perform inspections on behalf of the respective Party of all work included in the Project that affects the Party's infrastructure and/or right-of-way, and will deliver written notices to the County Superintendent, Department of Transportation and Highways advising the County as to the identity of the individual(s) assigned to perform said inspections.
- 6.11 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the County subject to the provisions of notice as required by Section 4.13 of this Agreement. The Illinois Tollway shall submit final punch list items within seven (7) calendar days prior to the Final Inspection date as determined by the County. In the event that said inspections disclose work that does not conform to the approved final plans and specifications, the Party's representative shall give immediate verbal notice to the County's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the County Superintendent, Department of Transportation and Highways. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The Party shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the County that the deficiencies have been remedied.
- 6.12 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier, mailed via certified mail, or electronic delivery.

TO THE COUNTY:

Mr. John Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highways
69 West Washington, 24th Floor
Chicago, IL 60602
Email: Touhy.Ave@cookcountyil.gov

TO THE ILLINOIS TOLLWAY:

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

- 6.13 Entire Agreement. This Agreement constitutes the entire agreement between the County and the Illinois Tollway, merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

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.

- 6.14 Insurance. The County shall require that the Parties, their agents, officers and employees be included as additional insured parties in the General Liability Insurance that the County requires of its contractor(s) and that the Parties will be added as additional protected Party's on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).

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Intergovernmental Agreement
Touhy Avenue – Elmhurst Road to Mount Prospect Road
Section: 15-34117-01-RP
Federal Project No. **6CYP(041)**

IN WITNESS WHEREOF, the County and the Illinois Tollway have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

Toni Preckwinkle
President
Cook County Board of Commissioners

This ____ day of _____ A.D. 2018.

ATTEST: _____
County Clerk

(SEAL)

RECOMMENDED BY:

John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

Assistant State's Attorney

EXECUTED BY THE ILLINOIS STATE
TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

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

Date: _____

Approved as to Form and Constitutionality:

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

DRAFT

Intergovernmental Agreement
Touhy Avenue – Elmhurst Road to Mount Prospect Road
Section: 15-34117-01-RP
Federal Project No. **6CYP(041)**

EXHIBIT A Estimate of Cost Participation (1-19-18)								
WORK ITEM / CATEGORY / CONTRACT COST			TOLLWAY		CCDOH		CMAQ	
	PAY ITEM CATEGORIES	CONTRACT COST	COST	%	COST	%	COST	%
1	Special Waste Plans and Reports	\$ 6,250,000.00	\$ 625,000.00	10.0%	\$ 1,125,000.00	18.0%	\$ 4,500,000.00	72.0%
2	Traffic Control and Protection	\$ 1,500,000.00	\$ 150,000.00	10.0%	\$ 270,000.00	18.0%	\$ 1,080,000.00	72.0%
3	Traffic Control and Protection (Detour Routing)	\$ 200,000.00	\$ -	0.0%	\$ 40,000.00	20.0%	\$ 160,000.00	80.0%
4	Construction Layout Stakes and Survey Control Points	\$ 850,000.00	\$ 85,000.00	10.0%	\$ 382,500.00	45.0%	\$ 382,500.00	45.0%
5	Engineers Field Office	\$ 144,000.00	\$ 72,000.00	50.0%	\$ 14,400.00	10.0%	\$ 57,600.00	40.0%
6	Mobilization	\$ 2,840,000.00	\$ 766,800.00	27.0%	\$ 1,036,600.00	36.5%	\$ 1,036,600.00	36.5%
7	Railroad Protective Liability Insurance	\$ 20,000.00	\$ -	0.0%	\$ 4,000.00	20.0%	\$ 16,000.00	80.0%
8	Maintenance of Traffic - Temporary Bypass (incl. removal)	\$ 1,628,660.00	\$ 814,300.00	50.0%	\$ 162,870.00	10.0%	\$ 651,490.00	40.0%
9	Maintenance of Traffic (Excluding Temporary Bypass)	\$ 815,600.00	\$ 87,600.00	10.7%	\$ 145,600.00	17.9%	\$ 582,400.00	71.4%
10	Temporary Bypass Culvert	\$ 451,130.00	\$ 225,530.00	50.0%	\$ 45,120.00	10.0%	\$ 180,480.00	40.0%
11	Removal	\$ 2,603,800.00	\$ 404,720.00	15.5%	\$ 457,050.00	17.6%	\$ 1,742,040.00	66.9%
12	Earthwork (Including Detention Basin)	\$ 7,721,990.00	\$ 3,172,930.00	41.1%	\$ 1,186,500.00	15.4%	\$ 3,362,560.00	43.5%
13	Drainage	\$ 5,107,790.00	\$ 1,104,780.00	21.6%	\$ 800,600.00	15.7%	\$ 3,202,400.00	62.7%
14	Landscaping	\$ 1,223,690.00	\$ 377,320.00	30.8%	\$ 169,270.00	13.8%	\$ 677,090.00	55.3%
15	Erosion Control	\$ 327,220.00	\$ 72,740.00	22.2%	\$ 50,890.00	15.6%	\$ 203,580.00	62.2%
16	Retaining Walls at UPRR Grade Separation	\$ 206,180.00	\$ -	0.0%	\$ 41,240.00	20.0%	\$ 164,940.00	80.0%
17	Retaining Wall at EOWA Grade Separation	\$ 200,000.00	\$ 200,000.00	100.0%	\$ -	0.0%	\$ -	0.0%
18	Roadway	\$ 11,928,830.00	\$ 1,315,460.00	11.0%	\$ 2,345,120.00	19.7%	\$ 8,268,250.00	69.3%
19	Bridgework (Including parapet railing)	\$ 13,389,880.00	\$ 5,204,510.00	38.9%	\$ 1,637,070.00	12.2%	\$ 6,548,290.00	48.9%
20	Signing/Pavement Marking	\$ 436,430.00	\$ 63,870.00	14.6%	\$ 211,140.00	48.4%	\$ 161,410.00	37.0%
21	Lighting	\$ 1,552,150.00	\$ 156,820.00	10.1%	\$ 916,840.00	59.1%	\$ 478,490.00	30.8%
22	Traffic Signals	\$ 1,663,190.00	\$ 12,000.00	0.7%	\$ 368,320.00	22.1%	\$ 1,282,870.00	77.1%
23	Elk Grove Water Main	\$ 474,200.00	\$ -	0.0%	\$ 474,200.00	100.0%	\$ -	0.0%
24	Des Plaines Sanitary Sewer Relocation	\$ 1,600,000.00	\$ 1,600,000.00	100.0%	\$ -	0.0%	\$ -	0.0%
25	Des Plaines Water Main Relocation	\$ 953,700.00	\$ 953,700.00	100.0%	\$ -	0.0%	\$ -	0.0%
26	Entrance Sign	\$ 30,230.00	\$ -	0.0%	\$ 30,230.00	100.0%	\$ -	0.0%
	ESTIMATED CONSTRUCTION COST	\$ 64,118,670.00	\$ 17,465,080.00	27.2%	\$ 11,914,560.00	18.6%	\$ 34,739,000.00	54.2%
	Contingency 5%	\$ 3,205,933.50	\$ 873,254.00		\$ 2,332,678.00		\$ -	
	ESTIMATED CONSTRUCTION COST PLUS CONTINGENCY	\$ 67,324,603.50	\$ 18,338,334.00		\$ 14,247,238.00		\$ 34,739,000.00	
	1 Year Inflation Cost ⁶	\$ 2,019,738.11	\$ 550,150.02		\$ 1,469,587.14		\$ -	
	Design Engineering ⁹	\$ 5,690,000.00	\$ 1,222,555.60	21.5%	\$ 4,467,444.40	78.5%	\$ -	0.0%
	Construction Engineering ⁷	\$ 6,934,434.16	\$ 1,746,508.00	25.2%	\$ 5,187,926.16	74.8%	\$ -	0.0%
	ESTIMATED CONSTRUCTION COST PLUS ENGINEERING	\$ 81,968,775.77	\$ 21,857,547.62	26.7%	\$ 25,372,195.70	31.0%	\$ 34,739,000.00	42.4%
	UPRR Temporary Crossing Agreement	\$ 1,500,000.00	\$ -	0.0%	\$ 1,500,000.00	100.0%	\$ -	0.0%
	UPRR Grade Separation Agreement	\$ 500,000.00	\$ -	0.0%	\$ 500,000.00	100.0%	\$ -	0.0%
	TOTAL ESTIMATED PROJECT COST	\$ 83,968,775.77	\$ 21,857,547.62	26.0%	\$ 27,372,195.70	32.6%	\$ 34,739,000.00	41.4%

Notes:	<u>WORK ITEM / CATEGORY</u>	<u>UNIT or BASIS</u>	<u>TOLLWAY SHARE</u>
	Special Waste Plans & Reports	Cumulative	10% ¹
	Traffic Control & Protection	LSUM	10% ¹
	Construction Layout Stakes and Survey Control Points	LSUM	10% ¹
	Mobilization	CAL MO	27% ³
	Engineer's Field Office	CAL MO	50% ²
	MOT/Temporary Bypass Roadway (incl. removal)		50% ²
	Culverts (Temporary Bypass Road Culvert) Removal		50% ²
	Earthwork (including Detention Basins)		Actual ⁴
	Drainage (including adjacent storm sewer and structures within the A/C limits)		Actual ⁴
	Landscaping		Actual ^{4,8}
	Erosion Control		Actual ⁴
	Roadway		Actual ⁴
	Bridge Work		Actual ⁴
	Signing		Actual ⁴
	Striping		Actual ⁴
	Pavement Marking		Actual ⁴
	Des Plaines Sanitary and Water Main (Eng. & Const.)		Actual ⁵

1. Illinois Tollway share is determined as a ratio of the centerline length of the EOWA grade separation (1,420 feet) divided by the total centerline length of the Touhy Avenue Project (14,452 feet), thus $1,420/14,452 = 10\%$.

2. Illinois Tollway share (50%) is equally split with the County, given that the work item is equally necessary for the Project.

3. Illinois Tollway share is determined as a ratio of the estimated construction cost for the EOWA grade separation (\$17,465,080) divided by the total construction cost of the Touhy Avenue Project (\$64,118,670), thus $17,465,080/64,118,670 = 27\%$.

4. Illinois Tollway share is equal to 100% of the Actual Construction Cost of the work item within the limits of the EOWA grade separation from Sta. 543+50 to Sta. 557+70 of the Touhy Avenue Project. Said limits were previously established and agreed upon by the Tollway and the County.

5. Illinois Tollway share is equal to 100% of the Actual Construction Cost of the work items within the limits of the utility corridor and extending to a point east of Mt. Prospect Road, from Sta. 543+00 to Sta. 584+00, along with additional connections to be constructed west of the EOWA and services to O'Hare Airport Guardpost #1. Includes Engineering costs for said items.

6. The inflationary factor for one year is assumed to be 3% (assuming a project letting in Fall of 2018). CCDOTH's inflation cost applied both CCDOTH and CMAQ.

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7. The Phase III Construction Management costs listed herein are estimated as 10% of the Pre-Final project costs. Final Construction Management costs shall be determined as 10% of the actual construction costs. The County share for this work item shall be based upon the combined total of said costs for both CMAQ and County.
8. The Landscaping work item shall also contain the cost of new tree plantings.
9. Design Engineering costs listed herein are estimated as 7% of the Tollway's share of Pre-Final project costs. Final Design Engineering costs shall be determined as 7% of the Tollway's share of the actual construction costs. The County share is the balance to cover actual costs.

