

RESOLUTION NO. 21657

Background

Section 713, Subsection 2 of the Amended and Restated Trust Indenture of The Illinois State Toll Highway Authority (the “Tollway”) effective March 31, 1999 (“Indenture”), requires the Tollway at all times to fix, charge and collect such tolls for the use of the Tollway System as shall be required in order that in each Fiscal Year Net Revenues shall at least equal the Net Revenue Requirement for such Fiscal Year. All capitalized terms not defined herein are as defined in the Indenture.

Section 713, Subsection 3, of the Indenture requires that on or before October 31 of each Fiscal Year the Tollway shall cause the Traffic Engineers to make a written estimate of the revenues from tolls for the last four months of such Fiscal Year and for the next Fiscal Year and shall complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year were, and for the next succeeding Fiscal Year will be, sufficient to comply with Section 713, Subsection 2 of the Indenture, and that the Tollway shall, by resolution, make a determination with respect thereto. Such review shall take into consideration the anticipated completion date of any uncompleted Projects and the issuance of future Series of Bonds if necessary to finance the completion of such Projects.

The Tollway has caused the described estimates to be prepared and the review to be performed as required by the Indenture.

Resolution

The Illinois State Toll Highway Authority hereby determines, in accordance with the Indenture, that the Tollway’s Net Revenues for the current 2018 Fiscal Year and the upcoming 2019 Fiscal Year have been and will be sufficient to comply with the Net Revenue Requirement and other provisions of the Indenture.

RESOLUTION NO. 21657

Resolution - continued

The Chief Financial Officer is designated as an Authorized Officer for the purposes of preparing and filing such certificates and estimates as are required to be prepared and filed in accordance with Section 713, Subsection 3 of the Indenture.

Approved by:



Chairman

RESOLUTION NO. 21658

Background

Resolution No. 21350 approved by the Board of Directors of the Authority (the “Board”) on September 28, 2017 (“Resolution No. 21350”), authorizes, among other things, the issuance and delivery of refunding bonds, and documentation related thereto, in a maximum aggregate principal amount of \$1.5 billion for the purpose of refunding all or portions of the Authority’s: (i) \$78.06 million of the Authority’s Toll Highway Senior Priority Revenue Bonds, Taxable 2009 Series A (Build America Bonds – Direct Payment) due on January 1 of each of the years 2020 through 2024; (ii) \$700 million Toll Highway Variable Rate Senior Priority Revenue Bonds, 2007 Series A-1 and 2007 Series A-2; and (iii) \$476.525 million Toll Highway Variable Rate Senior Refunding Revenue Bonds, 2008 Series A-1 and 2008 Series A-2, and the termination of any swap agreements and credit enhancement associated with any such refunded bonds, and other things as described in items 1-16 of Resolution No. 21350 (collectively, the “Authorization to Refund Series 2007A, 2008A and 2009A”).

Resolution No. 21350 also amended, as described in item 17 of Resolution No. 21350, certain prior resolutions regarding funding of the capital plan named “Move Illinois: The Illinois Tollway Driving the Future” (the “*Move Illinois* Program”), to define the *Move Illinois* Program to be the *Move Illinois* Program as modified by Resolution No. 21244 approved by the Board on April 27, 2017.

Resolution No. 21350 is scheduled to expire December 31, 2018.

Resolution

The December 31, 2018 expiration date of Resolution No. 21350 is hereby rescinded. The Authorization to Refund Series 2007A, 2008A and 2009A will expire December 31, 2020.

Approved by: _____


Chairman

RESOLUTION NO. 21659


Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Oracle Software Maintenance and Support through the Department of Innovation & Technology ("DoIT") master contract (transferred from Central Management Services ("CMS") to DoIT) with Mythics, Inc. (Tollway Contract No. 18-0143) for an upper limit of compensation not to exceed \$1,685,275.39. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the DoIT (formerly CMS) master contract for the purchase of Oracle Software Maintenance and Support from Mythics, Inc. is approved in an amount not to exceed \$1,685,275.39. 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. 21660

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4418 for Landscaping Planting Improvements, on the Reagan Memorial Tollway (I-88), IL 251 Interchange from Mile Post 75.75 to Mile Post 76.50. The lowest responsible bidder on Contract No. RR-18-4418 is Lizzette Medina & Co, DBA Lizzette Medina Landscape Management in the amount of \$338,862.90.

Resolution

Contract No. RR-18-4418 is awarded to Lizzette Medina & Co, DBA Lizzette Medina Landscape Management in the amount of \$338,862.90, 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. 21661

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-17-4683 for Roadway and Bridge Construction, on the Illinois Route 390 Tollway from Mile Post 15.9 (IL 83) to Mile Post 17 (York Road). The lowest responsible bidder on Contract No. I-17-4683 is Judlau Contracting, Inc. in the amount of \$38,317,847.79.

Resolution

Contract No. I-17-4683 is awarded to Judlau Contracting, Inc. in the amount of \$38,317,847.79, 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. 21662

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Planning Studies and Master Plan Services, on the Illinois Route 390 Tollway from Mile Post 5.8 (Lake Street) to County Farm Road on Contract No. I-18-4361.

Parsons Transportation Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,655,606.72. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Parsons Transportation Group, Inc., to obtain Planning Studies and Master Plan Services, for Contract No. I-18-4361 with an upper limit of compensation not to exceed \$3,655,606.72, 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. 21663

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20551 approved December 18, 2014, entered into an Agreement with Great Arc Technologies, Inc. on Contract RR-14-9170 for Infrastructure Management System Services, Systemwide.

Per Tollway request, Great Arc Technologies, Inc. has submitted a proposal to provide Supplemental Infrastructure Management Services for Contract RR-14-9170, increasing the contract upper limit by \$3,000,000.00, from \$3,000,000.00 to \$6,000,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Great Arc Technologies, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Great Arc Technologies, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$3,000,000.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21664

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21398 approved October 26, 2017, entered into an Agreement with Bowman, Barrett & Associates Inc./Christopher B. Burke Engineering, Ltd. on Contract I-17-4303 for Design Services, for Roadway Reconstruction, Widening and Bridge Rehabilitation on the Tri-State Tollway (I-294) from Mile Post 37.8 (O'Hare Oasis) to Mile Post 40.0 (Balmoral Avenue).

Per Tollway request, Bowman, Barrett & Associates Inc./Christopher B. Burke Engineering, Ltd. has submitted a proposal to provide Supplemental Design Services for Contract I-17-4303, increasing the contract upper limit by \$970,000.00, from \$6,700,000.00 to \$7,670,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Bowman, Barrett & Associates Inc./Christopher B. Burke Engineering, Ltd.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Bowman, Barrett & Associates Inc./Christopher B. Burke Engineering, Ltd. consistent with the aforementioned proposal to increase the contract upper limit by \$970,000.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21665

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20306 approved March 27, 2014, entered into an Agreement with Knight E/A, Inc. on Contract I-13-4623 for Design Services, on the Elgin O'Hare Western Access at IL 19 (West Irving Park Road).

Per Tollway request, Knight E/A, Inc. has submitted a proposal to provide Supplemental Design Services for Contract I-13-4623, increasing the contract upper limit by \$2,800,000.00, from \$5,526,800.72 to \$8,326,800.72. It is necessary and in the best interest of the Tollway to accept the proposal from Knight E/A, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Knight E/A, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$2,800,000.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21666

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20254 approved February 27, 2014, entered into an Agreement with exp US Services, Inc. on Contract I-13-4624 for Design Upon Request, on the Elgin O'Hare Western Access (I-490).

Per Tollway request, exp US Services, Inc. has submitted a proposal to provide Supplemental Design Upon Request for Contract I-13-4624, increasing the contract upper limit by \$500,000.00, from \$5,000,000.00 to \$5,500,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from exp US Services, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with exp US Services, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$500,000.00, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21667

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 19678 approved April 26, 2012, entered into an Agreement with CH2M Hill Inc. on Contract I-11-4014 for Design Corridor Management, on the Elgin O'Hare Western Access (EOWA).

Per Tollway request, CH2M Hill Inc. has submitted a proposal to provide Supplemental Design Corridor Management for Contract I-11-4014, increasing the contract upper limit by \$13,899,943.80, from \$103,840,422.00 to \$117,740,365.80. It is necessary and in the best interest of the Tollway to accept the proposal from CH2M Hill Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with CH2M Hill Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$13,899,943.80, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21668

Background

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21299 approved June 22, 2017, entered into an Agreement with WSP USA, Inc. on Contract RR-15-9975RR for Consulting Engineer Services, Systemwide and pursuant to the Tollway's Trust Indenture.

Per Tollway request, WSP USA, Inc. has submitted a proposal to provide Supplemental Consulting Engineer Services Systemwide and pursuant to the Tollway's Trust Indenture, for Contract RR-15-9975RR, increasing the contract upper limit by \$5,752,823.42, from \$84,500,000.00 to \$90,252,823.42. It is necessary and in the best interest of the Tollway to accept the proposal from WSP USA, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with WSP USA, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$5,752,823.42, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21669

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 May 2019. 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. 21670
Amending Resolution No. 21173

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, the City of Northlake, and the City of Elmhurst in connection with the Illinois Route 390 Tollway project which includes improvements at County Line Road from I-294 to North Avenue (Illinois 64). The project scope and cost have changed since the approval of Resolution No. 21173 such that an amended resolution is needed. Cook County applied as "Project Sponsor" and received Congestion Mitigation Air Quality grant funds ("CMAQ Funds") for construction of the project. In order to leverage the federal CMAQ Funds, this Intergovernmental Agreement is necessary to determine respective responsibilities toward the project. The County shall act as the lead agency for the construction of the project. The Tollway shall be responsible for financing an amount equal to the local match for the grant (20%), estimated to be \$7,164,711.52.

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

Approved by: _____
Chairman

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK
THE ILLINOIS TOLLWAY
THE CITY OF NORTHLAKE
AND
THE CITY OF ELMHURST

County Line Road
I-294 Ramp to North Avenue
Section: 16-W7331-00-RP
Federal Project No. V02M(043)

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 acting through its Department of Transportation and Highways (the "County"); the Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois (the "Illinois Tollway"); the City of Northlake, a municipal corporation of the State of Illinois, hereinafter called "Northlake"; and the City of Elmhurst, a municipal corporation of the State of Illinois, hereinafter called "Elmhurst". The County, the Illinois Tollway, Northlake and Elmhurst 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, Northlake and Elmhurst are units 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, has improved the Elgin O'Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (IL 53) to Busse Road (IL 83), known in its entirety as Illinois Route 390 (IL 390), and intends to further extend IL 390 to O'Hare International Airport (ORD) and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), 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 EOWA includes multiple construction contracts and this Agreement includes the scope of improvements for Contract S01-A, County Line Road I-294 Ramp to North Avenue (hereinafter referred to as the "Project"); and

WHEREAS, the Project scope of improvements consists of widening the existing Lake Street (US 20) bridge over North Avenue (IL 64) and the construction of a new connector roadway ("Connector B") from the bridge to eastbound IL 64. The intersections of County Line Road/US 20 frontage road, IL

64/Northwest Avenue, IL 64/Railroad Avenue, and US 20/I-294 northbound on-ramp will be improved. Other improvements include the reconstruction of Northwest Avenue, the roadway connector between County Line Road and Northwest Avenue (“Connector A”), IL 64, and County Line Road, and the resurfacing of US 20, IL 64, and the US 20 frontage road west of County Line Road within the project limits. The project also includes new traffic signals and modernization of existing traffic signals, storm sewer installation and drainage improvements, detention pond construction, sidewalk construction, earthwork, installation of retaining walls, signing, pavement markings, roadway lighting, landscaping, watermain relocation, and all other work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the County will implement construction of the Project improvements, to be identified as Section: 16-W7331-00-RP; and

WHEREAS, the County submitted an application in 2015 for a Congestion Mitigation Air Quality (CMAQ) grant for both the Project improvements and for a separate contract(s) (Contract S01-B, Southbound I-294 at County Line Road), which would provide funding for 80% of the eligible portions of the construction, construction engineering, right of way acquisition and utility relocations. Funding for such portions of the proposed improvements was approved by the Chicago Metropolitan Agency for Planning (CMAP) on October 30, 2015; and

WHEREAS, the awarded CMAQ funding is based on the proposed improvements being implemented in stages. The first stage consists of the Project (Contract S01-A) improvements and the second includes construction of a southbound I-294 exit ramp to County Line Road and associated construction along County Line Road (Contract S01-B). The second stage, Contract S01-B may be constructed under one or more construction contracts. The remaining federal funding will be allocated to the Project and Contract S01-B as required; and

WHEREAS, the Illinois Tollway is responsible for completing the final design effort of Contract S01-B and the County or the Illinois Tollway will implement construction of Contract S01-B. The Contract S01-B proposed improvements and responsibilities will be part of a separate future agreement between the Parties required; and

WHEREAS, the Project requires the installation of a new 72-inch storm sewer under Union Pacific Railroad (“UPRR”) that outlets to the Doyle Reservoir (“UPRR Storm Sewer Work”). The UPRR is responsible for the construction of this work as part of an agreement between the County and UPRR executed May 16, 2018. The County agrees to be responsible for the construction cost of the UPRR Storm Sewer Work, subject to reimbursement by the Illinois Tollway as herein stipulated.

WHEREAS, Northlake has provided final design engineering services for the Project and for a portion of Contract S01-B as part of a contribution towards funding the EOWA. Northlake is responsible for completion of the final design engineering for the Project, and Elmhurst and Northlake are sharing in the local match costs for final design engineering through utilization of North Central Council of Mayor’s funding; and

WHEREAS, Northlake will perform final design engineering services for design associated with extending the limits of reconstruction along County Line Road (approximately 288 feet) for the Project at the request of the County (“County Work”) and the County will be responsible for design engineering costs and costs for construction and construction engineering not subject to Federal reimbursement for said improvements; and

WHEREAS, Northlake will perform additional final design engineering services at the request of the Illinois Tollway and associated with the Project and the Illinois Tollway will be responsible for reimbursing Northlake for the additional design engineering costs as defined under and part of a separate agreement; and

WHEREAS, Northlake has requested that the County include in the Project, a new 12-inch watermain connection from an existing watermain along the north side of IL 64 just east of Northwest Avenue to an existing watermain under US 20 where the tie in is located just west of the Concord Place driveway access (“Northlake Work”); and

WHEREAS, in consideration of the inclusion of the Northlake Work, Northlake will assume certain maintenance responsibilities upon completion of the Project by the County; and

WHEREAS, it is the practice of the County, that at intersections of County Highways and municipal streets, the County will be responsible for the physical maintenance and timing/phasing of the traffic signals and the municipal corporation is to bear a share of the signal’s maintenance and energy costs; and, this share is represented by the relative number of approaches to the intersection for which the municipal corporation is responsible with respect to the total number of approaches; and

WHEREAS, the County, the Illinois Tollway, Northlake and Elmhurst, 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.

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, the Illinois Tollway, Northlake and Elmhurst shall not become effective unless authorized and executed by the Cook County Board of Commissioners, the Illinois Tollway Board of Directors and Executive Director, and an authorized representative from both Northlake and Elmhurst. This Agreement, once duly authorized by the above-named authorities is a legal, valid and binding agreement, enforceable against the Parties in accordance with its terms. This Agreement shall terminate upon completion of the Project. This Agreement may also be terminated in the event that CMAQ grant federal funding become unavailable. Notwithstanding the foregoing, the Parties hereto agree that the provisions of Sections 4.12 Post-Project Maintenance, 5.5 Post-Project Maintenance, 6.9 Post-Project Maintenance, 7.5 Post-Project Maintenance, 4.13 Payment to Northlake, 5.6 Payment to the County for UPRR Storm Sewer Work, 5.7 Other Payment to the County, 6.6 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. A total of Twenty-nine Million, Four Hundred Sixty-nine Thousand, Eight

Hundred and Seventy-four Dollars (\$29,469,874.00) of federal funding from CMAQ funds has been awarded for the Project (Contract S01-A) and for Contract S01-B. The awarded amount includes \$26,117,074.00 for construction (including construction engineering) and \$3,352,800.00 for right of way acquisition. The awarded amount will be divided between the Project and Contract S01-B, where a total of 80% of the CMAQ program eligible costs for the Project (Contract S01-A) will be funded utilizing the associated grant with the remaining 20% of CMAQ program eligible costs being required to be funded, directly or indirectly, by the Project Sponsor. The federal reimbursement for the Project (Contract S01-A) is anticipated to be approximately Twenty-three Million, Seven Hundred and Five, Eight Hundred and Seventy-five Dollars and Eight-six cents (\$23,705,875.86) of the total amount awarded or 80% of the estimated Project, construction and construction engineering costs, including the County Work. Federal reimbursement will not exceed the CMAQ awarded amount where the allowance will be based on 80% of the actual costs of portions of the Project eligible for reimbursement.

- 3.2 County's Share of the Project. The County shall finance the entire cost of construction for the Project and construction engineering for the Project, as the Project Sponsor, subject to 100% reimbursement as herein stipulated except for the following:

The costs that the County is responsible for include the federally required 20% local match for construction and construction engineering of the County Work, or an estimated \$36,757.45. The County is also responsible for is the actual design engineering associated with the County Work to be invoiced by Northlake upon completion.

- 3.3 Illinois Tollway's Share of the Project. The Illinois Tollway's cost responsibility includes an amount equal to the federally required 20% local match for the Project with the exception of the County Work, or an estimated Five Million, Eight Hundred and Eighty-nine Thousand, Seven Hundred and Eleven Dollars and Fifty-two cents (\$5,889,711.52) for CMAQ eligible costs. Additionally, the Illinois Tollway agrees to reimburse the County for the actual construction costs associated with the UPRR Storm Sewer Work estimated at One Million Two-hundred and Seventy-five Thousand Dollars (\$1,275,000), for a total estimated cost responsibility of \$7,164,711.52. The Illinois Tollway also agrees to reimburse the Project Sponsor for 100% of the costs of the Project that are not CMAQ eligible unless otherwise noted, though no such costs are anticipated as of the time of execution of this Agreement. The Illinois Tollway shall further be responsible for reimbursing Northlake for additional final design services associated with the Project as defined under and part of a separate agreement. The aforementioned costs shall be based upon actual costs for design, design engineering, construction, construction engineering, right of way acquisition and utility relocations for the Project. In the event that any portion of the Federal Funds described in 3.1 above are not available for the Project through no fault of the Parties, the Illinois Tollway shall remain responsible for the estimated local match amount agreed to herein or for the local match for the work actually performed to the date at the time of loss of Federal Funds, whichever is less. Loss of Federal Funds may be deemed grounds for terminating the Agreement.

- 3.3 Northlake's Share of the Project. The final design engineering costs paid by Northlake are estimated at \$2,599,736.00 contributed by the North Central Council of Mayor's funding and a 20% local funding match of \$649,934.00 (required to utilize the North Central Council of Mayor's funding) for a total amount of Three Million, Two Hundred and Forty-nine Thousand, Six Hundred and Seventy Dollars (\$3,249,670.00) to be contributed as part of Northlake's contribution towards EOWA funding. Northlake and Elmhurst (as also described in Section 3.5)

are each responsible for 50% of the local match contribution, where Northlake is contributing \$324,967.00 of the total contribution.

Northlake's design engineering costs are subject to reimbursement by the County for the County Work as described in 3.2. The Illinois Tollway will also reimburse Northlake for additional design services associated with the Project as defined under and part of a separate agreement as described in 3.3.

Northlake is responsible for costs associated with the Northlake Work, which includes an estimated \$208,088.09 for construction costs and \$20,808.81 (10% of construction costs) for construction engineering, for a total estimated cost of \$228,896.90. Northlake shall be responsible for the actual costs and actual quantities associated with the Northlake Work and construction engineering shall be computed as 10% of the actual construction costs.

- 3.5 Elmhurst's Share of the Project. As described in Section 3.4, the North Central Council of Mayor's funding requires a 20% local funding match of \$649,934.00 that is being split evenly between Elmhurst and Northlake. Northlake and Elmhurst are each responsible for 50% of this local match contribution, where Elmhurst is contributing \$324,967.00 of the total \$3,249,670.00 (North Central Council of Mayor's funding plus 20% local match for final design engineering services as described in 3.4 above) that is being contributed as part of Elmhurst's contribution towards the EOWA project. Elmhurst shall not incur any costs for construction of the Project.
- 3.6 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 3.5 above.

SECTION 4. COUNTY'S RESPONSIBILITIES

4.1 Construction.

- 4.1.1 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 Illinois Tollway), let, award the contract(s), provide construction engineering inspections for 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.
- 4.1.2 After award of the construction contract for the Project, any proposed deviations from the approved plans and specifications that affect the Illinois Tollway, Northlake and/or Elmhurst shall be submitted to the Illinois Tollway, Northlake and/or Elmhurst for approval prior to commencing such work. The Illinois Tollway, Northlake and/or Elmhurst 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, Northlake and/or Elmhurst shall detail in writing its specific objections. If the County receives no written response from the Illinois Tollway, Northlake and/or Elmhurst within fifteen (15) calendar days after delivery to the Illinois Tollway, Northlake and/or Elmhurst of the proposed deviation, the proposed deviation shall be deemed approved by the Illinois Tollway, Northlake and/or Elmhurst.

- 4.1.3 Subsequent to the award of the construction contract for the Project, and before any work is started on the Project, a pre-construction conference shall be held between the Illinois Tollway, the County, the Illinois Department of Transportation, the interested contractor(s), the Union Pacific Railroad, Northlake, Elmhurst, 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.
- 4.1.4 The County shall require all construction performed within the Illinois Tollway right-of-way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for construction, issued March 2018, as amended.
- 4.1.5 The County shall provide Phase III construction engineering services.
- 4.2 County as Lead Agent; Appropriation of Funds. The County shall finance the construction and construction engineering costs and act as Lead Agent for the Project.
- 4.3 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.
- 4.4 Permits.
- 4.4.1 The County shall assume responsibility for assuring that permits (Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Illinois Environmental Protection Agency (IEPA), etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.) as may be required for the Project, are secured in support of the general Project schedule and deadline. The Illinois Tollway shall provide support and information as necessary to allow for the County to secure required permits.
- 4.4.2 The County shall secure permits as required for construction on public right of way owned by the Illinois Department of Natural Resources (IDNR) or others. The Illinois Tollway shall provide support and information as necessary to allow for the County to secure required permits.
- 4.4.3 The County is responsible for adhering to the conditions of the EOWA Section 401/404 Clean Water Act Permit Application (LRC-2007-00802) in conjunction with the construction of the Project.
- 4.5 Utility Coordination and Relocation.
- 4.5.1 The County shall be the lead agency for utility coordination and relocations. The County will ensure that the necessary documents are submitted to the Illinois Tollway for the respective Utility Permit(s) as needed. If there are locations where utilities are not located on existing County or local public right of way and if said utilities are eligible for

reimbursement for any adjustments or relocations caused by the Project, the County shall be responsible for financing said utility reimbursement costs subject to reimbursement from federal and Illinois Tollway funding sources.

4.6 Agreements.

4.6.1 The County shall be the lead agency for coordination, preparation and execution of all Intergovernmental and Utility Reimbursement Agreements necessary for the Project.

4.6.2 All County agreements shall be fully executed prior to receiving authorization to advertise the Project.

4.7 Coordination with the Illinois Tollway.

4.7.1 The Illinois Tollway shall provide support and information as necessary to allow for the County 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.

4.8 Coordination with the Northlake and Elmhurst.

4.8.1 The County shall allow Northlake to observe all Northlake watermain and/or storm sewer construction, address concerns expressed by Northlake regarding said construction subject to final approval by the Illinois Department of Transportation for storm sewer construction and allow Northlake to participate in the Final Inspection of said watermain and storm sewer.

4.9 Railroad Coordination.

4.9.1 The County shall coordinate with the UPRR regarding construction of the UPRR Storm Sewer Work .

4.9.2 The County shall secure all necessary Railroad Permits needed for the Project.

4.10 Construction Operations. The County shall have the authority to direct its contractor(s) to use specific locations within the Project construction limits as defined in the construction plans to store machinery and equipment, stockpile surplus materials, excess embankment, falsework, rubbish or temporary buildings. Upon completion of the Project, the contractor shall be required to remove said items and leave the storage area(s) in a neat and not worse than existing condition, reasonably satisfactory to the authorized representative of the County and the property owner.

4.11 Notification of Final Inspection. The County shall provide the Illinois Tollway, Northlake and Elmhurst 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, Northlake and Elmhurst upon completion of 70% and 100% of the Project construction and allow for joint inspection of the Project at such milestones. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the Illinois Tollway, Northlake, and/or Elmhurst representatives 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 Superintendent of the County. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The Illinois Tollway, Northlake and Elmhurst shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the County that the deficiencies have been remedied.

- 4.12 Post-Project Maintenance. The County shall own, operate and maintain County Line Road, the connecting roadway between County Line Road and Northwest Avenue (“Connector A”), and Northwest Avenue from the north edge of pavement at IL 64 to the Connector A intersection radius of return of the proposed driveway entrance to the east and the proposed radius of return to the north, in their entirety upon completion of the Project, as depicted on Exhibit B attached hereto. The County shall also own and maintain the retaining wall along Connector A between Northwest Avenue and County Line Road; new storm sewer constructed at County Line Road, Northwest Avenue (within County jurisdictional limits), and Connector A; roadway lighting along Connector A and Northwest Avenue (within County jurisdictional limits); and lighting on combination traffic signal poles at Northwest Avenue/Connector A and County Line Road/Connector A, including transitional lighting at County Line Road and Connector A. The County shall own operate and maintain the traffic signal installations at Northwest Avenue/Connector A and County Line Road/Connector A. The County will assume sixty-six and 66/100 percent (66.66%) financial responsibility of the maintenance and electrical energy charges for operation of the signal at County Line Road/Connector A and fifty percent (50%) financial responsibility of the maintenance and electrical energy charges for operation of the signal at Northwest Avenue/Connector A.

The County agrees to own, operate and maintain the portion of the US 20 over IL 64 bridge deck that carries Connector B ramp traffic, including but not limited to the bridge deck above the structural beams including expansion joints, the north parapet wall, drainage facilities, approach slabs, and the approach bridge embankment associated with the Connector B ramp. If, in the future, the Illinois Department of Transportation adopts an improvement project which requires modification, relocation or reconstruction of the bridge, then the County agrees to be financially responsible for the cost to modify, relocate or reconstruct the aforementioned portions of the bridge that are to be owned, operated and maintained by the County.

- 4.13 Payment to Northlake. The costs that the County is obligated to pay to Northlake is for design engineering of the County Work (approximately 288 feet of roadway reconstruction along County Line Road) included as part of the Project, as described in Section 3. The costs shall be reimbursed by the County to Northlake within 60 days after receipt by the County of proof of Northlake’s expenditures and receipt of an invoice (actual reimbursement will be equal to actual approved expenditures).
- 4.14 County Work. The County is responsible for include the federally required 20% local match for construction and construction engineering of the County Work, or an estimated \$36,757.45.
- 4.15 Additional Work. The County shall pay for one hundred (100%) percent of the costs for any additional work associated ith County infrastructure added to the Project, including design engineering, construction and construction engineering, either directly or subject to reimbursement through other funding sources; said items including but not limited to new storm sewer, street lighting, etc.

SECTION 5. ILLINOIS TOLLWAY’S OBLIGATIONS

- 5.1 Permits. The Illinois Tollway shall submit the EOWA Section 401/404 Clean Water Act Permit Application (LRC-2007-00802) for the Project. The Illinois Tollway will also coordinate and secure permits or approvals from the US Department of Agriculture (USDA) and Federal Aviation Administration (FAA), as required for the Project.
- 5.2 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.
- 5.2.1 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.
- 5.2.2 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 Illinois Department of Transportation before the Project is authorized for letting and Project advertisement.
- 5.2.3 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. Said costs shall be solely Illinois Tollway expenses.
- 5.2.4 Upon acquisition of lands related to those highways under County jurisdiction, the Illinois Tollway will execute the transfer of all acquired interests to the County via a quitclaim deed. All such transfers shall be upon completion of the Project.
- 5.2.5 Upon acquisition of lands related to those highways under Northlake jurisdiction, the Illinois Tollway will execute the transfer of all acquired interests to Northlake via a quitclaim deed. All such transfers shall be upon completion of the Project.
- 5.2.6 Upon acquisition of lands related to those highways under Elmhurst jurisdiction, the Illinois Tollway will execute the transfer of all acquired interests to Elmhurst via a quitclaim deed. All such transfers shall be upon completion of the Project.
- 5.2.7 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.
- 5.2.8 The Illinois Tollway shall allow the County access to Illinois Tollway owned right-of-way or utility easements for the purposes of constructing the Project.
- 5.3 Utility Relocation.
- 5.3.1 The Illinois Tollway shall be responsible for subsurface utility engineering locate services for the Project.

- 5.3.2 The Illinois Tollway agrees to make arrangements for and issue all permits for the Project required adjustments to utility facilities located on existing Illinois Tollway rights of way, and on proposed Illinois Tollway rights of way, at no expense to the Parties.
- 5.4 Landscaping. Any tree plantings to be included as part of the Project shall be determined in accordance with the Illinois Tollway's tree replacement policy.
- 5.5 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the Parties, the Illinois Tollway, as depicted on Exhibit B attached hereto, shall:
- 5.5.1 Own, operate and maintain I-294 in its entirety.
- 5.5.2 Own, operate and maintain the detention basin located south of US 20 and east of I-294 (designated as Pond 4), including the storm sewer that runs west to east under I-294 and within existing Illinois Tollway right of way connecting this basin to the basin west of I-294.
- 5.6 Payment to the County for UPRR Storm Sewer Work. The costs that the Illinois Tollway is obligated to pay the County for the UPRR Storm Sewer Work, estimated at \$1,275,000 for construction, are described in Section 3. The Illinois Tollway will pay the cost of the UPRR Storm Sewer Work in two installments, described as follows:
- 5.6.1 The Illinois Tollway will pay the first installment in the amount of 50% (a value of \$637,500) upon execution of this Agreement and within sixty (60) days after receipt of invoice from the County.
- 5.6.2 The second installment, the remaining balance of the Illinois Tollway obligations for the UPRR Storm Sewer Work, estimated at \$637,500, will be paid based upon the actual quantities used and invoiced by the County subsequent to completion of the construction of the work. The Illinois Tollway shall pay the County within sixty (60) days after receipt of invoice from the County.
- 5.7 Other Payment to the County. The costs that the Illinois Tollway is obligated to pay to the County for an amount equal to the federally required 20% local match of the Project with the exception of the County Work, estimated at \$5,889,711.52, are described in Section 3. Project funds as further itemized in the approved contract document Summary of Quantities, shall be paid in three installments as follows:
- 5.7.1 The first installment (approximately 50%) in the amount of Two Million Nine Hundred Thousand Dollars (\$2,900,000.00) shall be invoiced by the County within ninety (90) days following the Project construction contract award, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of invoice from the County.
- 5.7.2 The second installment in the amount of 30% of the Project cost, estimated at \$1,800,000, shall be invoiced by the County one (1) year following the Project construction contract award, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of invoice from the County.

- 5.7.3 The final installment for the Project cost, estimated at \$1,190,000, the remaining balance of Illinois Tollway obligations based upon the actual quantities used and the contract unit prices as awarded shall be invoiced by the County subsequent to completion of Project construction contract, and the Illinois Tollway shall pay the County within sixty (60) days after receipt of invoice from the County.
- 5.7.4 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: 16-W7331-00-RP. The check shall be delivered to the Superintendent, Cook County Department of Transportation and Highways.
- 5.7 Additional Work. The Illinois Tollway shall pay for one hundred (100%) percent of the costs for any additional work associated with Illinois Tollway infrastructure added to the Project, including design engineering, construction and construction engineering, either directly or through other funding sources; said items including but not limited to new storm sewer, lighting, etc.

SECTION 6. NORTHLAKE'S OBLIGATIONS

- 6.1 Final Design. Northlake will complete final design engineering, obtain necessary engineering related survey data, and prepare the final plans and specifications for the Project.
- 6.2 Utility Relocation. Northlake agrees to provide the Parties, 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 require adjustment as part of the Project. As part of its engineering responsibilities, Northlake shall identify adjustments to the aforementioned existing utilities. Northlake agrees to make all reasonable efforts to minimize the number and extent of utility adjustments in the design of improvements.
- 6.3 Northlake Owned Right-of-Way. Northlake shall allow the County access to Northlake owned right-of-way or utility easements for the purposes of constructing the Project.
- 6.4 Coordination with the County. Northlake shall assign a representative to coordinate and monitor the Project improvements involving Northlake's facilities under construction and bring to the attention of the County's Resident Engineer any matters of concern with respect to same.
- 6.5 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. Northlake shall not cause a condition that would unreasonably delay the Final Inspection. Northlake shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the County.
- 6.6 Payment to the County. Northlake is responsible for the actual costs associated with the construction and construction engineering of the Northlake Work, estimated at \$228,896.90, to be included in the Project and is obligated to pay to the County, as described in Section 3. Northlake shall pay the County in two installments as follows:
- 6.6.1 The initial installment in the amount of 80% of the total Northlake Work, estimated at \$183,000, cost shall be invoiced by the County within ninety (90) days following the

Project award, and Northlake shall pay the County within sixty (60) days after receipt of invoice from the County.

- 6.6.2 The final installment for the Northlake Work, the remaining balance of Northlake's obligations, estimated at \$46,000, based upon the actual quantities used and the contract unit prices as awarded shall be invoiced by the County subsequent to completion of Project, and Northlake shall pay the County within sixty (60) days after receipt of invoice from the County.
- 6.7 EOWA Contribution. The costs that Northlake has agreed to contribute toward EOWA funding are for final design engineering of the Project, as described in Section 3. The Illinois Tollway will track said costs as part of the local funding of the EOWA that local governments benefiting from the EOWA are contributing toward.
- 6.8 Additional Work. Northlake shall pay for one hundred (100%) percent of the costs for any additional work associated with Northlake infrastructure added to the Project, including design engineering, construction and construction engineering, either directly or through other funding sources; said items including but not limited to new storm sewer, sanitary sewer, street lighting, etc.
- 6.9 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the Parties, Northlake, as depicted on Exhibit B attached hereto, shall:
- 6.9.1 Own, operate and maintain Northwest Avenue north of the Connector A intersection radius of return of the proposed driveway entrance to the east, Connector B from east of the US 20 over IL 64 bridge structure to the south pavement edge of IL 64, and Railroad Avenue, in their entirety.
- 6.9.2 Be responsible for routine maintenance of the portion of the US 20 over IL 64 bridge deck that carries Connector B ramp traffic. Routine maintenance refers to day to day bridge deck wearing surface maintenance, parapet wall repair, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking maintenance, litter and debris removal, grate and scupper cleaning and repair, along with drainage facilities carrying exclusively local facility drainage and any other items mandated for compliance with state laws and local ordinances.
- 6.9.3 Own, operate and maintain the storm sewers along Northwest Avenue and Connector B that are constructed as part of the Project.
- 6.9.4 Own, operate and maintain the Doyle Reservoir including, but not limited to, outlet structures to which incoming storm sewers are connected.
- 6.9.5 Own, operate and maintain the watermain along the east side of Northwest Avenue to IL 64 relocated as part of the Project and the new watermain connection associated with the Northlake work (12-inch watermain connection from the north side of IL 64 to US 20).
- 6.9.6 Maintain the sidewalk on the north side of IL 64 from Northwest Avenue to Railroad Avenue, including associated pedestrian railing and the sidewalk along the east side of Northwest Avenue from north of IL 64 to north of the Connector A intersection.

- 6.9.7 Own, operate and maintain the median lighting on IL 64 east of the UPRR tracks.
- 6.9.8 Maintain the landscaped median, including tree plantings, along IL 64.
- 6.9.9 Assume fifty percent (50%) financial responsibility of the maintenance and electrical energy charges for the operation of the County's traffic signal at Northwest Avenue/Connector A.
- 6.9.10 Be responsible for 100% of the maintenance costs of the Emergency Vehicle Preemption (EVP) system on the County's traffic signal at Northwest Avenue/Connector A and acknowledge that Northlake and its respective Fire Department shall not have access to or on the County's traffic signal and the County will monitor the operational status of the EVP at no charge to Northlake and will inform Northlake should it detect fault with said EVP operations. As such, Northlake agrees to either enter into a separate agreement with County's Electrical Maintenance Contractor to pay for repairs to Northlake's EVP; or pick up, repair and return repaired EVP equipment to County's Electrical Maintenance Contractor for removal and reinstallation of Northlake's EVP equipment on or in the County's traffic signal.
- 6.9.11 Be responsible for 100% of the maintenance costs associated with the EVP on the Illinois Department of Transportation's traffic signals at IL 64/Railroad Avenue, IL 64/Northwest Avenue, and at US 20/I-294 ramp. If, in the future, the Illinois Department of Transportation adopts a roadway or traffic signal improvement passing through the signalized intersections which requires modernization or reconstruction to said traffic signals then Northlake agrees to be financially responsible for all costs to relocate or reconstruct the EVP equipment with the Department's proposed improvement.
- 6.9.12 By execution of this Agreement, Northlake acknowledges that it shall not have access to or on the County's traffic signal.
- 6.10 Additional Maintenance Provision. Northlake shall agree to defend, indemnify, and hold harmless the remaining Parties, their commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to claims arising out of or incident to the construction, use, repair and/or maintenance of the sidewalk and/or the acts, errors or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of Northlake, excluding any loss or damage caused by any negligence on the part of the Parties relating to the sidewalk.

SECTION 7. ELMHURST'S OBLIGATIONS

- 7.1 Elmhurst Owned Right-of-Way. Elmhurst shall allow the County access to Elmhurst owned right-of-way or utility easements for the purposes of constructing the Project.
- 7.2 Coordination with the County. Elmhurst shall assign a representative to coordinate and monitor the Project improvements involving Elmhurst's facilities under construction and bring to the attention of the County's Resident Engineer any matters of concern with respect to same.

- 7.3 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. Elmhurst shall not cause a condition that would unreasonably delay the Final Inspection. Elmhurst shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the County.
- 7.4 Additional Work. Elmhurst shall pay for one hundred (100%) percent of the costs for any additional work associated with Elmhurst infrastructure added to the Project, including design engineering, construction and construction engineering, either directly or through other funding sources; said items including but not limited to new storm sewer, sanitary sewer, street lighting, etc.
- 7.5 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the Parties, Elmhurst, as depicted on Exhibit B attached hereto, shall:
- 7.5.1 Own, operate and maintain the US 20 frontage road west of County Line Road, in its entirety up to the west edge of pavement along County Line Road.
- 7.5.2 Own, operate and maintain the new storm sewer installed as part of the Project and as part of the UPRR Storm Sewer Work, as shown on Exhibit B, generally located along IL 64 and US 20 and outletting to Doyle Reservoir, including the temporary connection to the existing storm sewer at Connector B.
- 7.5.3 Assume thirty-three and 33/100 percent (33.33%) financial responsibility of the maintenance and electrical energy charges for the operation of the County's traffic signal at County Line Road/Connector A.
- 7.5.4 Be responsible for 100% of the maintenance costs of the EVP system on the County's traffic signals at County Line Road/Connector A and acknowledge that Elmhurst and its respective Fire Department shall not have access to or on the County's traffic signal and the County will monitor the operational status of the EVP at no charge to Elmhurst and will inform Elmhurst should it detect fault with said EVP operations. As such, Elmhurst agrees to either enter into a separate agreement with County's Electrical Maintenance Contractor to pay for repairs to Elmhurst's EVP; or pick up, repair and return repaired EVP equipment to County's Electrical Maintenance Contractor for removal and reinstallation of Elmhurst's EVP equipment on or in the County's traffic signal.
- 7.5.5 By execution of this Agreement, Elmhurst acknowledges that it shall not have access to or on the County's traffic signal.
- 7.6 EOWA Contribution. The costs that Elmhurst has agreed to contribute toward the EOWA funding are for the local contribution associated with the final design engineering of the Project, as described in Section 3. The Illinois Tollway will track said costs as part of the local funding of the EOWA that local governments benefiting from the EOWA are contributing toward.

SECTION 8. GENERAL PROVISIONS

- 8.1 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.

- 8.2 Default. A Party shall be in default hereunder in the event of a material breach by the a Party of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the a Party has failed to cure such breach within thirty (30) days after written notice of breach is given to Illinois Tollway, Northlake or Elmhurst by the County, setting forth the nature of such breach. Failure of a Party to give written notice of breach to another Party or Parties shall not be deemed to be a waiver of the Party's right to assert such breach at a later time. Upon default by a Party, the other Party or Parties 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 defaulting Party or Parties.
- 8.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by all four (4) 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.
- 8.4 Binding Successors. The Parties agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 8.5 Force Majeure. None of the Parties 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.
- 8.6 Time of the Essence. The obligations of the Parties as set forth in Sections 4 through 7 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.
- 8.7 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.
- 8.8 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 4.4 Permits herein and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the Project.
- 8.9 Illinois Department of Transportation Provisions. If, in the future, the Illinois Department of Transportation adopts a roadway or traffic signal improvement which requires modification, relocation or reconstruction to said items under the maintenance and jurisdiction of the Parties, then the Parties hereby agree to be financially responsible for their proportionate share of costs to

modify, relocate or reconstruct said items in conjunction with the Department's proposed improvement.

- 8.9 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.
- 8.10 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 4.11 of this Agreement. The Illinois Tollway, Northlake and Elmhurst 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.
- 8.11 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, Suite 2400
Chicago, IL 60602

TO THE ILLINOIS TOLLWAY:

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

TO NORTHLAKE:

The City of Northlake
55 E. North Avenue
Northlake, IL 60164
Attn: Mayor

TO ELMHURST:

The City of Elmhurst
209 North York Street
Elmhurst, IL 60126
Attn: Mayor

- 8.12 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, 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 five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

- 8.13 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 Parties on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).

(This section is intentionally left blank)

Intergovernmental Agreement
County Line Road
I-294 Ramp to North Avenue
Section: 16-W7331-00-RP
Federal Project No. V02M(043)

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

EXECUTED BY COUNTY:

Toni Preckwinkle
President
Board of County Commissioners

This ____ day of _____ A.D. 2018.

ATTEST: _____
County Clerk
(SEAL)

RECOMMENDED BY:

Superintendent
County of Cook
Department of Transportation and Highways

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

Assistant State's Attorney

Intergovernmental Agreement
County Line Road
I-294 Ramp to North Avenue
Section: 16-W7331-00-RP
Federal Project No. V02M(043)

**EXECUTED BY THE ILLINOIS STATE
TOLL HIGHWAY AUTHORITY**

By: _____
Elizabeth Gorman
Executive Director

Date: _____

By: _____
Michael Colsch
Chief of Finance

Date: _____

By: _____
Elizabeth Oplawski
Acting General Counsel

Date: _____

Approved as to Form and Constitutionality:

Tiffany B. Schafer
Senior Assistant Attorney General
State of Illinois

Intergovernmental Agreement
County Line Road
I-294 Ramp to North Avenue
Section: 16-W7331-00-RP
Federal Project No. V02M(043)

EXECUTED BY THE CITY OF NORTHLAKE:

THE CITY OF NORTHLAKE

By: _____
Jeffery T. Sherwin
Mayor

Date: _____

ATTEST: _____
City Clerk
(SEAL)

DRAFT

Intergovernmental Agreement
County Line Road
I-294 Ramp to North Avenue
Section: 16-W7331-00-RP
Federal Project No. V02M(043)

EXECUTED BY THE CITY OF ELMHURST:

THE CITY OF ELMHURST

By: _____
Steven M. Morley
Mayor

Date: _____

ATTEST: _____
City Clerk
(SEAL)

DRAFT

EXHIBIT A - ESTIMATE COST PARTICIPATION (8-16-18)

DESCRIPTION	CONTRACT COST	CMAQ		TOLLWAY		CCDOTH		NORTHLAKE	
		COST	%	COST	%	COST	%	COST	%
CMAQ Eligible Construction Costs									
Contract S01-A	\$ 25,607,441.37	\$ 20,485,953.10	80.0%	\$ 5,121,488.27	20.0%	\$ -	0.0%	\$ -	0.0%
Reconstruction of County Line Road ("County Work")	\$ 159,815.00	\$ 127,852.00	80.0%	\$ -	0.0%	\$ 31,963.00	20.0%	\$ -	0.0%
TOTAL CMAQ ELIGIBLE CONSTRUCTION COSTS	\$ 25,767,256.37	\$ 20,613,805.10	na	\$ 5,121,488.27	na	\$ 31,963.00	na	\$ -	na
Non-Participating Construction Costs									
Construction of 12" Watermain ("Northlake Work")	\$ 208,088.09	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ 208,088.09	100.0%
Construction of 72" Storm Sewer ("UPRR Storm Sewer Work") ¹	\$ 1,275,000.00	\$ -	0.0%	\$ 1,275,000.00	100.0%	\$ -	0.0%	\$ -	0.0%
TOTAL NON-PARTICIPATING CONSTRUCTION COSTS	\$ 1,483,088.09	\$ -	na	\$ 1,275,000.00	na	\$ -	na	\$ 208,088.09	na
Project Totals									
ESTIMATED CONSTRUCTION COST	\$ 27,250,344.46	\$ 20,613,805.10	na	\$ 6,396,488.27	na	\$ 31,963.00	na	\$ 208,088.09	na
Construction Engineering ²	\$ 3,885,897.26	\$ 3,092,070.76	na	\$ 786,223.24	na	\$ 4,794.45	na	\$ 20,808.81	na
TOTAL CMAQ ELIGIBLE COSTS³	\$ 29,632,344.83	\$ 23,705,875.86	na	\$ 5,889,711.52	na	\$ 36,757.45	na	\$ -	na
TOTAL ESTIMATED PROJECT COST	\$ 31,136,241.72	\$ 23,705,875.86	na	\$ 7,164,711.52	na	\$ 36,757.45	na	\$ 228,896.90	na

1. The County is responsible for the construction costs of the UPRR Storm Sewer Work, which is being performed separate from the Project by UPRR. The Illinois Tollway is then responsible for reimbursing the County for these construction costs.

2. Construction engineering for the Contract S01-A CMAQ eligible construction costs is calculated at 15% of the construction costs; federal funds (CMAQ) cover 80% of the construction engineering costs and the local match (Illinois Tollway) is 20% of the construction engineering costs. Construction engineering for non-participating items is calculated based on 10% of construction costs.

3. Costs include construction and construction engineering (15% of construction) of CMAQ eligible items. CMAQ grant funding covers 80% of eligible items and the Illinois Tollway is responsible for the remaining 20% local match with the exception of the 20% local match for the County Work which is the responsibility of the County.

RESOLUTION NO. 21671

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Illinois Department of Transportation ("Department"), the County of Kane ("County") and the Village of Sugar Grove ("Village"). In accordance with the 2012 Illinois Tollway Interchange and Roadway Cost Sharing Policy, the Tollway intends to construct and complete a full access interchange at I-88 and Illinois Route 47 ("Project"). The Tollway will lead the Project. The estimated total cost of the Project is \$24,946,479.00, including but not limited to conceptual engineering, design engineering, construction engineering, construction, and utilities. The estimated cost to the Tollway is \$14,967,887.40. The remaining portion of the estimated Project cost will be divided between the Department, the County, and the Village.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Tollway, the Illinois Department of Transportation, the County of Kane, and the Village of Sugar Grove in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
THE COUNTY OF KANE
AND
THE VILLAGE OF SUGAR GROVE**

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"; the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT"; the COUNTY OF KANE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY"; and the VILLAGE OF SUGAR GROVE, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", each individually referred to as a "PARTY", and collectively referred to as "PARTIES". Excluding the ILLINOIS TOLLWAY, the DEPARTMENT, the COUNTY, and the VILLAGE are hereinafter collectively referred to as the "OTHER 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 existing interchange at the Ronald Reagan Memorial Tollway (I-88) (hereinafter sometimes referred to as "Toll Highway") at Illinois Route 47, and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-16-4274 (hereinafter referred to as the "PROJECT") by making the following improvements:

The improvements to be constructed under this contract shall be performed along I-88 between Milepost 108.8 and Milepost 109.9 and on Illinois Route 47 between station 160+00, and station 172+79.66, and will provide a full access interchange at I-88 and Illinois Route 47 and shall include a new I-88 westbound entrance ramp from northbound Illinois Route 47, a new I-88 eastbound entrance ramp, a new I-88 westbound exit ramp, realignment of the existing I-88 eastbound exit ramp, realignment of the existing I-88 westbound entrance ramp from southbound Illinois Route 47, rehabilitation of the existing Illinois Route 47 over I-88 bridge, including bridge latex overlay and new parapets, railings, and painted median; and

WHEREAS, the PARTIES have executed a Letter of Intent dated December 6, 2013, attached hereto and described as "EXHIBIT A" as a basis for interagency cooperation in the construction of a full access interchange at I-88 and Illinois Route 47; and

WHEREAS, the DEPARTMENT and the VILLAGE executed a Reimbursable Agreement on April 28, 2014, attached hereto and described as “EXHIBIT B” for the VILLAGE to serve as the lead agency for preliminary engineering of a full access interchange facility at I-88 and Illinois Route 47; and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, will serve as the lead agency for construction engineering, and will construct the PROJECT, subject to reimbursement by the OTHER PARTIES as provided for herein; and

WHEREAS, the ILLINOIS TOLLWAY, adopted an Interchange and Roadway Cost Sharing Policy dated October 2012 (hereinafter referred to as the “POLICY”), which outlines a process by which new or expanded interchange access can be advanced; and

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

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

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

WHEREAS, the COUNTY by virtue of its powers as set forth in the “Illinois Counties Code” 55 ILCS 5/1-1001 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

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

I. ENGINEERING

A. The PARTIES acknowledge that the VILLAGE served as the lead agency to perform preliminary engineering and has coordinated all necessary aspects so related pertaining to the improvements associated with the PROJECT.

B. The ILLINOIS TOLLWAY agrees to serve as the lead agency to perform final design engineering, obtain necessary surveys, prepare the final plans and specifications for, and construct the PROJECT.

C. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the VILLAGE, the COUNTY and the DEPARTMENT for their review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

Final

D. The OTHER PARTIES shall review the plans and specifications which impact the OTHER PARTIES' maintained roadways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the OTHER PARTIES within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by any of the OTHER PARTIES shall indicate agreement with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the OTHER PARTIES maintained roadways. In the event of disapproval, any of the OTHER PARTIES will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

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

F. The final approved plans and specifications for the PROJECT shall be promptly delivered to each of the OTHER PARTIES by the ILLINOIS TOLLWAY.

G. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT engineering responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Kane-Du Page Soil and Water Conservation District, 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. The ILLINOIS TOLLWAY agrees to prepare the Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report. The ILLINOIS TOLLWAY also agrees to prepare preliminary

roadway and drainage structure plans and make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement. 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.

H. The OTHER PARTIES shall grant and consent to any and all permits, rights of access (ingress and egress), or temporary use to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the OTHER PARTIES.

I. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2018, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

A. The 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's bridge and the ramps pursuant to the plans and specifications.

B. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of Illinois Route 47 pursuant to the plans and specifications for the DEPARTMENT.

C. Right of way acquired exclusively for construction of I-88, the ramps, or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY.

D. The OTHER PARTIES' existing right of way or respective real property owned by them and needed for the PROJECT, shall be (unless provided for herein) transferred and conveyed by warranty deed, free and clear of any encumbrances at no cost to the ILLINOIS TOLLWAY.

E. Any property transferred to the ILLINOIS TOLLWAY from the OTHER PARTIES shall be free and clear of any and all liens, interests and encumbrances as are necessary for rights of way to accommodate the PROJECT. This obligation will include but not be limited to the VILLAGE or the DEPARTMENT obtaining at their

sole cost all boundary surveys, plats, legal descriptions, title commitments, title policies, appraisals, appraisal reviews and conducting negotiations all of which must be in conformance with ILLINOIS TOLLWAY requirements and guidelines and any other work necessary for real estate acquisition from adjacent land owners.

F. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities will be provided to the VILLAGE by the ILLINOIS TOLLWAY, and shall conform to the Illinois State Toll Highway Authority format.

G. Prior to any transfer of real property owned by the DEPARTMENT or the VILLAGE, in order to advance the PROJECT and not delay any PROJECT schedules, the DEPARTMENT and the VILLAGE shall permit, consent, authorize and grant to the ILLINOIS TOLLWAY unrestricted access and all permits necessary to enter, access and use all real property owned by the DEPARTMENT or the VILLAGE that is required to construct the PROJECT. In furtherance thereof, the DEPARTMENT, and the VILLAGE shall allow the ILLINOIS TOLLWAY, its employees, vendors, and/or contractor(s) to use said real property to complete the PROJECT. The DEPARTMENT and the VILLAGE shall issue all necessary permits without charge to the ILLINOIS TOLLWAY.

III. UTILITY RELOCATION

A. The OTHER PARTIES agree to provide the ILLINOIS TOLLWAY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing ILLINOIS TOLLWAY, or the OTHER PARTIES' rights of way which require adjustment as part of the PROJECT.

B. The OTHER PARTIES agree to make arrangements and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing rights of way of the OTHER PARTIES, and on proposed VILLAGE rights of way where improvements to OTHER PARTIES' roadways are proposed to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.

C. At all locations where utilities are located on the OTHER PARTIES' rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the OTHER PARTIES agree 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.

D. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by one or more of the OTHER PARTIES, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where any of the OTHER PARTIES' utilities are located on ILLINOIS

TOLLWAY rights of way and must be adjusted due to work proposed by one or more of the OTHER PARTIES, or due to work proposed by the ILLINOIS TOLLWAY, the OTHER PARTIES agree to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The OTHER PARTIES proposing the work agree to reimburse the ILLINOIS TOLLWAY for all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.

E. In the event that a future project proposed by the any of the OTHER PARTIES results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the proposing OTHER PARTY(IES) shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system located on ILLINOIS TOLLWAY right of way.

F. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to potential future projects proposed by any of the OTHER PARTIES, said proposing OTHER PARTY(IES) agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted located on ILLINOIS TOLLWAY right of way.

IV. CONSTRUCTION

A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain concurrence from the OTHER PARTIES as to the amount of the bids for work to be funded wholly or partially by the OTHER PARTIES 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 OTHER PARTIES as hereinafter stipulated.

B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect any of the OTHER PARTIES shall be submitted to the OTHER PARTIES for approval prior to commencing such work. The OTHER PARTIES shall review the proposed deviations and indicate approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the objecting OTHER PARTIES shall detail in writing its/their specific objections. If the ILLINOIS TOLLWAY receives no written response from any of the OTHER PARTIES within fifteen (15) calendar days after delivery to the OTHER PARTIES of the proposed deviation, the proposed deviation shall be deemed approved by the non-responding OTHER PARTIES. Notwithstanding any disapproval by any of the OTHER PARTIES, the ILLINOIS TOLLWAY may, after considering the OTHER PARTIES objections,

proceed as the Chief Engineering Officer of the ILLINOIS TOLLWAY deems appropriate.

C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the OTHER PARTIES, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the OTHER PARTIES prior to commencement of work on the PROJECT.

D. The ILLINOIS TOLLWAY shall require its contractor(s) working within the OTHER PARTIES' rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2018, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.

E. The ILLINOIS TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract(s). The ILLINOIS TOLLWAY shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DEPARTMENT assisted contracts. Failure by the ILLINOIS TOLLWAY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate.

F. The ILLINOIS TOLLWAY shall require that the OTHER PARTIES, and their agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the OTHER PARTIES will be added as additional protected parties on all performance bonds and payment bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s) for the Project or any part thereof.

G. The OTHER 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 their individual facilities. Each of the OTHER PARTIES shall assign personnel to perform inspections on their own behalf of all work included in the PROJECT that affects their individual 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.

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

I. The ILLINOIS TOLLWAY shall give notice to the OTHER PARTIES upon completion of 70% and 100% of all PROJECT construction contracts for those parts of the PROJECT to be subsequently maintained by each of the OTHER

PARTIES, and the OTHER PARTIES shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If any of the OTHER PARTIES do not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the non-inspecting OTHER PARTIES. At the request of any of the OTHER PARTIES, 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 OTHER PARTIES representative(s) shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The affected PARTY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied. If the affected PARTY does not perform a joint re-inspection within seven (7) calendar days after receiving notice of completion of deficiency remediation, the remediation shall be deemed accepted.

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

V. FINANCIAL

A. The PARTIES agree to pay their respective share of the estimated overall PROJECT costs as hereinafter stipulated in this AGREEMENT as specified below.

B. It is mutually agreed by the PARTIES hereto that the preliminary design engineering costs are \$1,335,000.00. It is further agreed that the VILLAGE shall act as the lead agency for the preliminary design engineering and the DEPARTMENT agrees to reimburse the VILLAGE for costs associated with the preliminary design engineering. It is mutually agreed that the \$1,335,000.00 DEPARTMENT reimbursement shall be credited towards the DEPARTMENT's overall PROJECT costs.

C. It is mutually agreed by the PARTIES hereto that the estimated cost of final design engineering for the PROJECT is \$2,041,000.00. It is further agreed that the ILLINOIS TOLLWAY shall act as the lead agency for the final design engineering,

and the actual cost of final design engineering is included as part of the ILLINOIS TOLLWAY's overall contribution to the PROJECT.

D. It is mutually agreed by the PARTIES hereto that the estimated cost of the PROJECT is \$24,946,479.00, including but not limited to preliminary design engineering, final design engineering, construction, construction engineering, and utilities. Construction costs, based on preliminary engineering including cost contingency and mobilization, are estimated at \$18,670,479.00. Construction engineering is estimated at \$1,900,000.00. Utilities, including utility relocation, electronic toll fiber and infrastructure are estimated at \$1,000,000.00

E. It is further agreed that the ILLINOIS TOLLWAY shall act as the lead agency for the construction of the PROJECT and each the OTHER PARTIES agrees to reimburse the ILLINOIS TOLLWAY for its respective share of the costs associated with the PROJECT as provided herein. The PARTIES mutually agree to pay their share of the estimated PROJECT costs as follows:

ILLINOIS TOLLWAY	60%
DEPARTMENT	25% (up to \$6,245,000.00)
COUNTY	10% (up to \$2,500,000.00)
VILLAGE	5% (up to \$1,250,000.00)

F. The ILLINOIS TOLLWAY's participation shall be in conformance with the POLICY which serves as the base for the cost participation levels noted herein.

G. It is further agreed that notwithstanding the estimated cost, the PARTIES will be responsible for the actual costs associated with the PROJECT

H. The DEPARTMENT agrees that subsequent to the full execution of this AGREEMENT, upon award of the construction contract(s) for the PROJECT, appropriation of sufficient funds, and receipt of an invoice from the ILLINOIS TOLLWAY based on actual bid prices, the DEPARTMENT will pay an amount equal to 80% of its share of the estimated cost of construction as outlined in Section V., Paragraph E. of this AGREEMENT. The invoice shall reflect a credit of \$1,335,000.00 for costs associated with preliminary design engineering for the PROJECT. The DEPARTMENT shall pay to the ILLINOIS TOLLWAY upon receipt of an invoice, subsequent to the completion of the PROJECT the remainder of its obligation in a lump sum, based on final actual costs, as outlined in Section V., Paragraph E. of this AGREEMENT. In the event the total DEPARTMENT obligations exceed the estimated DEPARTMENT costs as specified in Section V., Paragraph E. of this AGREEMENT, said costs shall be cause for an Amendment prior to payment of said excess costs.

I. The DEPARTMENT acknowledges that upon execution of this AGREEMENT, the DEPARTMENT is undertaking a funding commitment to the ILLINOIS TOLLWAY in relation to completing and funding the PROJECT as described and

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

J. The COUNTY agrees that subsequent to the full execution of this AGREEMENT, upon award of the construction contract(s) for the PROJECT, and receipt of an invoice from the ILLINOIS TOLLWAY based on actual bid prices, the COUNTY will pay to the ILLINOIS TOLLWAY an amount equal to 50% of its share of the estimated cost of construction as outlined in Section V., Paragraph E. of this AGREEMENT. The COUNTY further agrees that upon the first anniversary of the award of the construction contract(s) for the PROJECT, and receipt of an invoice from the ILLINOIS TOLLWAY, it will pay to the ILLINOIS TOLLWAY an amount equal to 30% of its share of the estimated cost of construction as outlined in Section V., Paragraph E. of this AGREEMENT. The COUNTY shall pay to the ILLINOIS TOLLWAY upon receipt of an invoice, subsequent to the completion of the PROJECT the remainder of its obligation in a lump sum, based on final actual costs, as outlined in Section V., Paragraph E. of this AGREEMENT. In the event the total COUNTY obligations exceed the estimated COUNTY costs as specified in Section V., Paragraph E. of this AGREEMENT, said costs shall be cause for an Amendment prior to payment of said excess costs.

K. The VILLAGE agrees that subsequent to the full execution of this AGREEMENT, upon award of the construction contract(s) for the PROJECT, and receipt of an invoice from the ILLINOIS TOLLWAY based on actual bid prices, the VILLAGE will pay to the ILLINOIS TOLLWAY an amount equal to 50% of its share of the estimated cost of construction as outlined in Section V., Paragraph E. of this AGREEMENT. The VILLAGE further agrees that upon the first anniversary of the award of the construction contract(s) for the PROJECT, and receipt of an invoice from the ILLINOIS TOLLWAY, it will pay an amount equal to 30% of the estimated cost of construction as outlined in Section V., Paragraph E. of this AGREEMENT. The VILLAGE shall pay to the ILLINOIS TOLLWAY upon receipt of an invoice, subsequent to the completion of the PROJECT the remainder of its obligation in a lump sum, based on final actual costs, as outlined in Section V., Paragraph E. of this AGREEMENT. In the event the total VILLAGE obligations exceed the estimated VILLAGE costs as specified in Section V., Paragraph E. of this AGREEMENT, said costs shall be cause for an Amendment prior to payment of said excess costs.

L. Any PARTY may submit an authorized written request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full as scheduled and identified in Section V., Paragraphs H., J., and K. of this AGREEMENT.

VI. MAINTENANCE - DEFINITIONS

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

B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT, the COUNTY, or the VILLAGE.

C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

D. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.

E. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.

F. "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.

G. "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.

H. "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.

I. 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.

J. 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. However, in such cases where a provision of this agreement specifically calls for written notice, notice shall be provided, in writing, to the contact provided herein.

K. 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 PARTIES to this AGREEMENT are 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.

L. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY(IES) of a proposed action, with reasonable time for that PARTY(IES) to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY(IES) 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 Engineer.

M. 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.

N. 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.

O. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:

Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.

Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

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

VII. MAINTENANCE - RESPONSIBILITIES

A. The ILLINOIS TOLLWAY agrees to maintain I-88 in its entirety, including all entrance and exit ramps to Illinois Route 47.

B. The DEPARTMENT agrees to maintain, or cause to maintain, Illinois Route 47, including the through traffic lanes, the left turn and right turn lanes and the curb and gutter adjacent to those traffic lanes and turn lanes, in its entirety.

C. .

D. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph O, above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
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Type 3	Illinois Route 47
--------	-------------------

1. Type 3-Bridge Structure over ILLINOIS TOLLWAY Right of Way with a partial or full interchange

a. The DEPARTMENT has all maintenance responsibility as to the following:

i. All DEPARTMENT right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the DEPARTMENT highway pavement connecting the DEPARTMENT highway roadway pavement with ILLINOIS TOLLWAY ramps;

- ii. All grassed areas and embankments along DEPARTMENT highway roadway, ~~outside fences installed to protect the Toll Highway;~~
- iii. All traffic signals on the DEPARTMENT highway and at the intersections between the DEPARTMENT highway and the ramps to and from the Toll Highway;
- iv. All guardrails on the DEPARTMENT right of way and highway roadway;
- v. All drainage facilities on DEPARTMENT highways, except for drainage structures under Toll Highway ramps;
- vi. All lighting on the DEPARTMENT right of way ~~and on areas of the intersection outside fences installed to protect the Toll Highway.~~
- b. The following portions of the grade elevation structure:
 - i. The wearing surface;
 - ii. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - iii. Drainage facilities above structural beams and girders;
 - iv. All lighting on DEPARTMENT Right of Way except underpass;
 - v. All DEPARTMENT signals and signs;
 - vi. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a party, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - vii. All drainage facilities carrying exclusively DEPARTMENT drainage.
- c. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth herein, including but not limited to the following:
 - i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments, and piers;
 - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;

- iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - v. All underpass lighting.
- d. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
- i. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the DEPARTMENT as set forth above;
 - ii. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT.
- E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review the following:
- 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY that exceed the limits set forth in 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.604 (Super load Moves);
 - 3. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
 - 4. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT before such closure;
 - 5. Attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or

placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.

F. In the event that the ILLINOIS TOLLWAY or DEPARTMENT observe that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this AGREEMENT.

G. In the event that any PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of said PARTY, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the affected PARTY pursuant to this AGREEMENT.

H. Pavement markings at the interchange, if any, will be under the control of the DEPARTMENT.

I. It is mutually agreed, if, in the future, the ILLINOIS TOLLWAY or the DEPARTMENT adopts a roadway or traffic signal improvement, the proposed improvement shall be coordinated between ILLINOIS TOLLWAY and DEPARTMENT by the improvement initiator. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The DEPARTMENT consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto ILLINOIS TOLLWAY mainline pavement.

J.

~~K. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY, the DEPARTMENT and their employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the multi-use path, sidewalk, fences, appurtenances, landscaping, landscaped medians, etc., with the exception of those which may be located on the bridge structure.~~

L. If in the future, the ILLINOIS TOLLWAY or the DEPARTMENT adopts a roadway or other improvement which requires modification, relocation or reconstruction to said multi-use path, sidewalk, fences, appurtenances, landscaping, landscaped medians, etc., with the exception of those which may be located on the bridge structure, then the VILLAGE, following review of said improvements or modifications, hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said multi-use path, sidewalk, fences, appurtenances, landscaping, landscaped medians, etc., in conjunction with the ILLINOIS TOLLWAY's or the DEPARTMENT's proposed improvement. However, the ILLINOIS TOLLWAY and the DEPARTMENT assert that at the time of this agreement, no such roadway adoptions or other improvements requiring such modification, are relocation, are planned.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within each PARTY's individual right of way or jurisdiction that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.

B. All items of construction which are stipulated in this AGREEMENT to be maintained by each of the individual PARTY's shall, upon completion of construction and final inspection, be the sole maintenance responsibility of that PARTY.

C. The DEPARTMENT and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY in accordance with Section VII. E. 1 of this AGREEMENT.

D. Nothing herein is intended to prevent or preclude the DEPARTMENT and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

E. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to review and will consider comments on major roadway access issues along Illinois Route 47 that arise within one half (1/2) mile from the centerline of I-88. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the ILLINOIS TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the ILLINOIS TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to Illinois Route 47.

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

G. In the event the DEPARTMENT must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the DEPARTMENT, shall assist in the coordination of any required lane closures on I-88 to perform such maintenance work.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an intergovernmental agreement between the Illinois Department of Transportation, the County of Kane, the Village of Sugar Grove, 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 and the interchange ramps. The DEPARTMENT shall retain jurisdiction of Illinois Route 47 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 all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

D. Wherever in this AGREEMENT approval or review by the VILLAGE, the COUNTY, the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of and performance under his AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT as allowed by law. 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 VILLAGE, the COUNTY, the DEPARTMENT and the ILLINOIS TOLLWAY or any of them in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY, the Deputy Director/Region One Engineer of the DEPARTMENT, the County Engineer of the COUNTY and [Personnel] of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.

G. This AGREEMENT may be executed in four (4) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

H. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.

I. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10-0049401 and it is doing business as a governmental entity, whose mailing address is Illinois Department of Transportation, 201 W. Center Court, Schaumburg, Illinois 60196.

J. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006585 and it is doing business as a governmental entity, whose mailing address for purposes of this Agreement is Kane County Division of Transportation, 41W011 Burlington Road, St. Charles, IL 60175.

K. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6009121 and it is doing business as a governmental entity, whose mailing address is The Village of Sugar Grove, 10 South Municipal Drive, Sugar Grove, Illinois 60554

L. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

M. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

N. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

O. The failure by the PARTIES 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 PARTIES unless such provision is waived in writing.

P. 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.

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

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

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

To the COUNTY: Kane County
Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175.
Attn: County Engineer

To the VILLAGE: The Village of Sugar Grove
10 South Municipal Drive
Sugar Grove, Illinois 60554
Attn: TBA

R. The OTHER PARTIES agree to maintain books and records related to the performance of this AGREEMENT and 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 each the OTHER PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.

S. The OTHER PARTIES also recognize that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. Each of the OTHER PARTIES will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. However, in the event that it is determined that allegations of fraud, waste, or abuse have been substantiated against the ILLINOIS TOLLWAY, the OTHER PARTIES shall be eligible for reimbursement for any actual costs incurred. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

T. Financial obligations of the DEPARTMENT will be suspended immediately without penalty or further payment being required, if in any Fiscal Year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for the PROJECT’s contract(s). Notwithstanding, if this provision is triggered, all maintenance and non-financial obligations shall remain in force. Financial obligations will resume immediately, when in any Fiscal Year, the Illinois General Assembly or Federal funding source make funds available once again for the PROJECT’s contract(s).

U. The ILLINOIS TOLLWAY shall maintain for a minimum of five (5) years after the completion of the PROJECT, adequate books, records, and other supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with or pursuant to the terms of this AGREEMENT. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by each of the OTHER PARTIES Auditor(s), the ILLINOIS TOLLWAY’s Inspector General and the ILLINOIS TOLLWAY agree to cooperate fully with any audit conducted by any

of the OTHER PARTIES Auditor(s) and to provide full access to all relevant materials

V. The introductory recitals included at the beginning of this AGREEMENT are agreed to, made a substantive part of and incorporated into this AGREEMENT.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

THE VILLAGE OF SUGAR GROVE

By: _____
P. Sean Michels
Village President

Attest: _____
Cynthia Galbreath
Village Clerk

Date: _____

THE COUNTY OF KANE

By: _____
Chris Lauzen
County Board Chairman

Attest: _____
John Cunningham
County Clerk

Date: _____

THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: _____
Randall S. Blankenhorn
Secretary

By: _____
Matt Magalis
Chief Fiscal Officer

Date: _____

Date: _____

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

By: _____
Philip C. Kaufmann
Chief Counsel

Date: _____

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

Approved as to Form and Constitutionality

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



RESOLUTION NO. 20131001PW2

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF INTENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR I-88 AND IL ROUTE 47 INTERCHANGE PROJECT

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to execute the Letter of Intent with the Illinois Department of Transportation for the I-88 and IL Route 47 Interchange Project, and to execute the attached agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

That attached hereto and incorporated herein by reference as Exhibit A is the Letter of Intent between the Illinois Department of Transportation and the Village of Sugar Grove for the I-88 and IL Route 47 Interchange Project. The President and Clerk are hereby authorized to execute said Letter of Intent on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on the 1st day of October, 2013.

P. Sean Michels, President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois

ATTEST: Cynthia Galbreath, Village Clerk, Village of Sugar Grove

Table with 4 columns: Aye, Nay, Absent, Abstain. Rows list trustees: Robert E. Bohler, Kevin M. Geary, Sean Herron, Mari Johnson, Rick Montalto, David Paluch. Checkmarks are present in the 'Aye' column for all listed trustees.



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

July 2, 2013

The Honorable P. Sean Michels
Village President
Village of Sugar Grove
10 Municipal Drive
Sugar Grove, IL 60554

Dear Village President Michels:

Our Department transmitted a Letter of Intent to the Village of Sugar Grove on September 25, 2012 to outline the anticipated State financial participation in the locally initiated interchange reconstruction project at Illinois Route 47 and Interstate Route 88 (Ronald Reagan Memorial Tollway). This Letter of Intent was not executed by the Village of Sugar Grove, Kane County, or the Illinois State Toll Highway Authority and the original was not returned to our office. Although the Letter of Intent was not executed, the State financial participation outlined in the September 25, 2012 Letter of Intent has been identified in our FY 2014-2019 Proposed Multimodal Transportation Improvement Program released earlier this year.

In addition to the programming of the anticipated State financial participation in this locally initiated improvement, several other factors have changed since the initial Letter of Intent necessitating revisions to the terms and conditions of the initial Letter of Intent. Consequently, this letter will serve as the Letter of Intent and will supersede the letter dated September 25, 2012. This revised Letter of Intent will outline the anticipated financial participation by State of Illinois, through the Illinois Department of Transportation (IDOT), in this future improvement.

The Illinois Tollway, the Kane County Division of Transportation, and the Village of Sugar Grove, acting as the lead agencies, desire to improve the existing interchange at Interstate Route 88 (Ronald Reagan Memorial Tollway) and Illinois Route 47 by reconstructing the existing interchange facility to provide full access in all directions.

Based on the Interchange Feasibility Study provided by the Village of Sugar Grove at the August 22, 2012 meeting, the anticipated total project cost for construction, land acquisition, utility relocation, and engineering is \$19,700,000 for the recommended conventional diamond interchange. Based on the Tollway's current Interchange Cost Sharing Policy and IDOT's participation in other locally sponsored interchange reconstruction projects, IDOT's anticipated overall financial participation in the project is \$4,925,000, or 25% of the total project cost. The State's anticipated financial participation in the proposed interchange reconstruction project is subject to the following terms and conditions:

- The Village of Sugar Grove will continue to act as the lead agency and will coordinate any and all future aspects of the improvements associated with the State-owned portion of the proposed interchange facility with IDOT.
- The State's financial participation is limited to the payable construction items associated with the State-owned portion of the proposed interchange facility. Please see attached Exhibits "A" and "B" for further information regarding IDOT's cost participation policies.
- The Village of Sugar Grove will serve as the lead agency performing all necessary preliminary engineering. All preliminary engineering involving the State-owned portion of the proposed interchange facility is subject to review and approval by IDOT.
- The Tollway will serve as the lead agency for all right-of-way engineering and right-of-way acquisition necessary for the construction of the State-owned portion of the interchange facility. The right-of-way acquired to accommodate improvements to the State-owned portion of the proposed interchange facility will ultimately be conveyed to the State of Illinois.
- The Tollway will serve as the lead agency for the coordination of any utility relocation necessary to accommodate the improvements to the State-owned portion of the proposed interchange facility. The Tollway agrees to provide IDOT as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing and proposed IDOT right-of-way which require adjustment as part of the improvement. IDOT will cause any necessary utility adjustments to existing utilities located within existing or proposed IDOT right-of-way to be performed in accordance with IDOT utility relocation cost participation as outlined in the attached Exhibit "A".
- The Tollway will serve as the lead agency for the preparation of any and all plans and documents necessary to facilitate the proposed interchange reconstruction project and will award any and all contracts associated with the proposed interchange reconstruction project.
- The Village of Sugar Grove will secure all funding necessary to award the aforementioned construction contracts. The State's financial participation is included in IDOT's FY 2014-2019 Proposed Multi-Modal Transportation Improvement Program.
- At the request of the Village of Sugar Grover and the Kane County Division of Transportation, a portion of the federal SAFETEA-LU National Corridor Infrastructure Improvement Project funding previously allocated towards the Prairie Parkway project will be allocated towards the locally initiated Illinois Route 47 at Interstate Route 88 interchange project.

- During the development of IDOT's FY 2014-2019 Proposed Multi-Modal Transportation Improvement Program, the Village of Sugar Grove provided an estimate of the Phase I engineering costs based on the federal process since federal funds are identified for the project as requested by the Village of Sugar Grove and the Kane County Division of Transportation. The Village of Sugar Grove's Phase I engineering estimate is \$735,000 and this amount will be included in the Department's FY 2014 Annual Highway Improvement Program. The Department's remaining portion of our \$4,925,000 commitment, or \$4,190,000 is programmed in FY 2015-2019 Multi-year timeframe.
- Any additional funding secured by the lead agency (ies) for improvements at the proposed interchange facility from other agencies not currently involved in the proposed project, or from developers adjacent to the proposed interchange facility, will be proportionally applied towards the total project cost of the improvements. This provision does not apply to any additional funding secured from developers that are not immediately adjacent to the proposed interchange facility.
- The State's maximum anticipated financial participation in this locally initiated improvement is \$4,925,000. Any cost adjustments, including inflationary costs, that alter the State's maximum anticipated financial participation will require formal request by the Village of Sugar Grove and written approval by IDOT. Any written request for an increase in the State's maximum anticipated financial participation must be accompanied by supporting documentation substantiating the request.
- The Tollway shall advertise and receive bids, and obtain concurrence from all agencies involved in the proposed interchange reconstruction project as to amount of bids (for work to be funded wholly or partially by all agencies) before award of the contract(s).
- IDOT and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) and access to construction inspection records during the progress of work on all contracts involving the State-owned portion of the proposed Interchange reconstruction project.
- Upon completion of the proposed interchange reconstruction project the State will maintain or cause to be maintained the State owned portion of the proposed interchange facility in accordance with the Tollway's Type 3 bridge structures that intersect the Tollway right-of-way (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). The State will also maintain or cause to be maintained the portions of the State owned facilities beyond the Tollway right-of-way.

The Honorable P. Sean Michels
July 2, 2013
Page 4

If you are in general agreement with the terms outlined in this Letter of Intent, please indicate your concurrence in the area specified below. The executed Letter of Intent will serve as the basis for future Intergovernmental Agreement(s). The inclusion of the Phase I engineering in our FY 2014 Annual Highway Improvement Program will allow for the processing of a Phase I agreement between the Department and the Village of Sugar Grove upon execution of this Letter of Intent. Our Department will make every effort to program our remaining financial participation in a future program year to coincide with the anticipated timeframe associated with the construction of the proposed improvement. IDOT will execute future intergovernmental agreement(s) for future project activities, including construction, upon inclusion of our project funding in a future Annual Highway Improvement Program.

If you have any questions or need additional information, please contact me or Mr. Jose Rios, Engineer of Program Development, at (847) 705-4118.

Very truly yours,



John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

THE VILLAGE OF SUGAR GROVE

By: P. Sean Michels
President

Date: 10/30/13

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: [Signature]
Executive Director/Chairman

Date: 12/6/13

KANE COUNTY

By: [Signature]
Chairman, Kane County Board

Date: 11/19/13

Exhibit "A"

TRAFFIC SIGNAL PARTICIPATION

Within the improvement limits involving the State-owned portion of the interchange facility, existing traffic signals will be installed, modernized, or relocated to conform to Federal Highway Administration (FHWA) requirements. The cost participation associated with traffic signal installation, modernization, or relocation will be in accordance with 92 Ill. Adm. Code 544 "Financing of Traffic Control Signal Installations, Modernization, Maintenance, and Operation on Streets and Highway under State Jurisdiction."

Traffic signals may be installed only where conditions meet warrants established in the current Illinois Manual on Uniform Traffic Control Devices. If a new signal installation is warranted, it may be included within the roadway improvement.

Current IDOT policy requires that IDOT and Local Agency (ies) share the responsibility for installation, modernization, and relocation of traffic signals. The installation, modernization, and relocation of pedestrian signals associated with traffic signal improvements will also require the Department and Local Agency (ies) to share financial responsibility. The eligible share of the cost to each agency will be in proportion to the number of intersection approaches that the agency maintains. Generally, traffic signal costs are 80% Federal and 20% non-Federal based on established cost participation policy (90% Federal and 10% non-Federal for safety projects). IDOT will participate in the non-Federal portion for the State-owned legs of an intersection. At locations where all legs of an intersection are State-owned, IDOT will participate in 100% of the cost of the traffic signal installation, modernization, or relocation. Closely spaced new or modernized traffic signals within the improvement limits generally require signal coordination or hardware interconnection for the purpose of providing vehicle progression. IDOT will be financially responsible for 100% of coordination or interconnection costs.

IDOT will be financially responsible for 100% of the installation and modernization of traffic signals at ramp terminals of ramps connecting to or from a State highway.

The entire cost of installing push button ("Fire pre-emption") and emergency vehicle pre-emption equipment ("Opticom") is the responsibility of the requesting local fire district or municipality.

The entire cost of installing, modernizing, relocating, maintaining and energizing private benefit signals is the responsibility of the private benefit agency being served by the traffic signals. However, IDOT will enter into a formal agreement for a private benefit signal installation only with the local jurisdictional or governmental agency.

It should be noted that an agency involved might voluntarily assume responsibility for another agency's share of the cost in order to expedite the installation or modernization.

When warrants are met for school crossing signals at public road intersections, the eligible share to each agency for the installation and modernization cost shall be split on a 50/50 basis or in proportion to the number of intersection approaches that each agency maintains.

TRAFFIC SIGNAL MAINTENANCE

At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will be responsible for the maintenance of the signals.

At intersections lying wholly or partially within the Corporate Limits of one or more municipalities, IDOT will assume the following costs for the maintenance of traffic signals on State highways within municipalities:

- (A) The total costs for all signals at the intersections of two or more State highways.
- (B) The total costs for all signals at the intersections along State highways that have an average daily traffic in excess of 35,000 vehicles per day as shown on the latest published edition of the traffic volume (AADT) map. The District Engineer will determine the limits of this section within the municipality.
- (C) The total costs for all signals located at the terminals of ramps connecting to or from a State highway.
- (D) At all other intersections IDOT and the municipalities will share in the cost of signal maintenance. The cost to the municipalities will be in proportion to the number of approaches that they maintain.

ENERGY CHARGES

The division of financial responsibility for the energy charges will be as follows:

- (A) At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will pay the energy charges for the operation of the signals.
- (B) At intersections lying wholly within the Corporate Limits of a municipality, IDOT and the municipality will share the energy charges according to the proportionate number of intersection approaches maintained by each agency.
- (C) At intersections lying partially within the Corporate Limits of one or more municipalities, the municipalities will be responsible for the energy charges.

Traffic Signal Master Agreements, consummated by IDOT, give municipality defined maintenance and energy responsibilities required for the operation of traffic signals. New traffic signal improvements shall contain maintenance and energy provisions in the improvement agreement adding the new traffic signals to said Master Agreement. Existing traffic signals to be modernized or relocated, shall contain maintenance and energy provisions in the improvement agreement indicating traffic signal maintenance and energy responsibilities for given traffic signal(s) shall continue to be as outlined in the Master Agreement. Certain circumstances, such as jurisdictional transfers of roadway segments affecting signalized intersections with the improvement limits, could result in a revision to maintenance and energy responsibilities contained in the Master Agreement for a given traffic signal(s). An amendment to the Master Agreement would be required.

IDOT does not share in maintenance costs for school crossing signals unless specified otherwise in the Master Agreement or if the school crossing signals are installed at public road intersections for which the maintenance costs shall be shared in proportion to the number of intersection approaches that each agency maintains.

PARKING LANES

If a new parking lane is added, IDOT will participate in 50% of the cost if the ADT is greater than 5,000 vehicles per day and if the pavement composition and lane width meets the IDOT criteria. The municipality would assume the total cost (100%) of the parking lane if the pavement composition or lane width does not meet IDOT criteria or if the ADT is less than 5,000 vehicles per day.

If an exclusive existing parking lane requires resurfacing, IDOT will participate in 50% of the milling and resurfacing costs for parking with lane widths equal to or less than the adjacent travel lanes. The municipality will assume the total cost (100%) of the milling and resurfacing costs for that portion of the parking that is greater than the width of the adjacent travel lane. The municipality will also assume 100% of any base repair cost for the entire width of the existing parking as well as any patching and curb and gutter repairs. If the municipality declines to participate, a very minimal amount of resurfacing would be done IDOT expense. (Minimal amount of resurfacing is defined as a taper across the parking lane ranging from approximately 1½ inch thick adjacent to the through lane to 1 inch or less adjacent to gutter line).

IDOT will assume the total cost (100%) associated with the milling and resurfacing of parking lanes when parking is eliminated during one or more peak hours.

The municipality is responsible for the total cost (100%) of reconstructing existing parking and any adjacent curb and gutter.

The State will not consider an improvement of a State-maintained highway unless the proposed parking or existing parking adjacent to the traffic lanes is parallel parking except as provided under Chapter 95 1/2 Art. 11-1304(c) (Illinois Revised Statutes).

Parking prohibition ordinances will be required through areas where there are no parking lanes.

ROADWAY MAINTENANCE

The State will assume the maintenance cost associated with the through traffic lanes, turning lanes, and the curb and gutter adjacent to these traffic lanes. The municipality will assume the maintenance cost associated with all other facilities including but not limited to items such as storm sewers, parkways, exclusive parking lanes, curb and gutter adjacent to the parking lanes, sidewalks, landscape features, appurtenances, etc.

UTILITY RELOCATION

Municipal utilities, installed by permit and requiring relocation, will be relocated at no expense to the Department.

Municipal utilities installed prior to the Department's assuming maintenance of the roadway will be relocated, if required, at IDOT expense.

The cost of any improvement to, or betterment of municipal utilities, would be the entire financial responsibility (100%) of the local agency.

ROADWAY LIGHTING

Existing highway lighting that is owned and maintained by the municipality, will be relocated and upgraded to current standards. New lighting, proposed by the municipality, may be incorporated into the total improvement plans.

The cost of the above work would be the entire financial responsibility of the local agency.

PEDESTRIAN AND BICYCLE FACILITIES

Sections 17 Bicycle and Pedestrian Accommodations and 48-2.04 Sidewalks of the IDOT Bureau of Design and Environment Manual establish the criteria to determine pedestrian and bicycle needs. Maintenance responsibilities as well as State and local agency participation toward the cost of these facilities included as part of a roadway construction contract on a State route shall be in accordance with Sections 5-03 and 5-05 of the Bureau of Design and Environment Manual as follows.

Maintenance Responsibilities – The Municipality will maintain any new or replacement sidewalks the Department provides in conjunction with the highway improvement project, excluding those constructed on structures. The Municipality will also maintain any bicycle paths associated with the State highway project other than that portion of the bicycle path carried on state structures. The State will assume the maintenance responsibilities for On-Road Bicycle Lanes or Wide Outside Lane and Widened Shoulders constructed as bicycle accommodations.

Cost Participation

1. New and Deteriorated Sidewalks – Use the criteria in Chapters 17 and 48 to determine the warrants for sidewalks. If these criteria are met and the Local Agency agrees to maintain the sidewalks, proportion the improvement costs associated with new or deteriorated sidewalks as follows:
 - a. New Sidewalks – Proportion the cost between the State and Local Agency at 80/20 for new sidewalks within the project termini or for short distances outside the project termini as may be required to connect sidewalks to significant pedestrian generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for sidewalk construction.
 - b. Deteriorated Sidewalks – The Local Agency will pay 100% of the cost to remove existing deteriorated sidewalks. Proportion the cost 80/20 between the State and Local Agency for deteriorated sidewalk replacement when associated with a highway project. Local Agency will pay 100% of the cost of decorative sidewalks.
 - c. Sidewalk Removal and Replacement – The State is 100% financially responsible for removing and replacing existing sidewalks if such a need is caused by the construction of an IDOT highway improvement.
2. Bicycle Accommodations – Use the criteria in Chapter 17 to determine the warrants for bicycle accommodations. If these criteria are met and the Local Agency agrees to maintain the bicycle accommodation as appropriate, proportion the improvement costs associated with the bicycle accommodations as follows:

- a. **On-Road Bicycle Lanes** – Proportion the cost 80/20 between the State and Local Agency for the construction of new on-road bicycle lanes as indicated by the facility selection criteria contained in Chapter 17.
 - b. **Wide Outside Lanes and Widened Shoulders** – The State will pay 100% of all costs for wide outside lanes or widened shoulders indicated for bicycle accommodation.
 - c. **New Paths** – Proportion the cost 80/20 between the State and Local Agency for construction of new paths within the project termini or for short distances outside the project termini as may be required to connect paths to significant bicycle traffic generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for path construction.
 - d. **Path Removal and Replacement** – The State is 100% financially responsible for removing and replacing existing paths if such a need is caused by the construction of an IDOT highway improvement.
 - e. **Adjustment of Existing Paths** – If an existing path requires adjustment due to an IDOT improvement, the State will pay 100% of the adjustment cost. The Department will construct the replacement in accordance with IDOT path criteria. The Local Agency is 100% financially responsible for path adjustments that are caused or initiated by a work request from the Local Agency.
 - f. **Paths Above and Beyond Selection Criteria** – If facility selection criteria for side paths are not met and the Local Agency still requests side path installation, the Local Agency is 100% financially responsible for all costs for installation of the path above those costs for the improvement identified in the selection criteria, including any necessary right-of-way and construction.
3. **Utility Adjustments and Other Items** – Proportion the cost 80/20 between the State and Local Agency for reimbursable utility adjustments as defined in Chapter 6, Section 6-1.03 of the BDE Manual, as well as pedestrian barriers, retaining walls, and other collateral items that are required solely for pedestrian and bicycle accommodations not necessitated by the IDOT project. The Local Agency is responsible for 100% of the costs for right-of-way, utility adjustments, barriers, retaining walls, and other collateral items that are not required solely for the pedestrian and bicycle accommodations.
 4. **Right-of-Way** – Proportion the cost 80/20 between the State and Local Agency for right-of-way if acquired solely for sidewalk construction. Also, the Local Agency will pay 100% of the construction costs for sidewalks associated with the construction of on-system parking not necessitated by the IDOT project. The State will pay 100% for right-of-way if additional right-of-way is required to construct an IDOT-proposed highway cross section.
 5. **Local Agency Does Not Accept Maintenance Responsibilities** – If the Local Agency does not agree to maintain the sidewalk, the State will not construct it, even if it is warranted. However, the State will take reasonable actions to not preclude future additions of sidewalk at such locations.
 6. **Local Agency Does Not Choose To Participate** – If the local agency chooses not to participate financially in the bicycle or pedestrian accommodation, the Department will request that that local agency pass a local resolution indicating their non-participation and have this noted in the Phase I Project Report.

ADDITIONAL WORK

IDOT would be receptive to considering additional highway related work items suggested and paid for by the local agency for incorporation within the improvement, providing that the additional work items would not delay the implementation of the project. Such items could include lighting, over-size storm sewer, utilities, emergency vehicle pre-emption equipment etc.

The local agency may be expected to provide plans, specifications, and estimates for such additional work that is requested to be incorporated into the contract plans for the State-owned portion of the project. Said plans and specifications shall be of such quality to facilitate inclusion in the contract package and shall be available in a timeframe consistent with anticipated contract processing schedules and deadlines.

EXHIBIT "B"

The following improvements are optional and may be incorporated into this traffic signal improvement if the municipality requests it. Construction costs and engineering costs of these items would have to be borne entirely by the municipality. Please check the appropriate square. The Bureau of Traffic will not proceed with the design of plans for this improvement until this questionnaire has been completed.

Construction bracket-mounted traffic signals on existing street lighting standards.

Yes No

Install emergency fire pre-emption equipment.

Yes No

If "Yes" indicate what type: _____

Type of existing parking on the four approaches of this intersection:

Parallel Diagonal Existing Parking Prohibition Ordinance

Would the municipality be willing to prohibit existing parking, including any off street parking within the limits of the State right-of-way, on the approaches to this intersection? (Depending upon individual situations the minimum distance for no parking from the stop line, along any approach, would vary from 30 to 250 feet).

Yes No

Is this intersection located at an established school crossing?

Yes No

If "Yes", across which leg or legs of the intersection do children cross?

North South East West

Additional comments:

By:

Date:



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

December 10, 2013

Mr. John Fortmann, P.E.
Deputy Director of Highways
Region One Engineer
Illinois Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

Re: *Letter of Intent between the Kane County Division of Transportation, Village of Sugar Grove, the Illinois Department of Transportation and the Illinois State Toll Highway Authority for the Illinois Route 47 and Interstate Route I-88, Kane County Section #08-00133-01-BR Project.*

Dear Mr. Fortmann:

Enclosed please find one (1) fully executed original Letter of Intent between the Kane County Division of Transportation, the Village of Sugar Grove, the Illinois Department of Transportation and the Illinois State Toll Highway Authority for the above-captioned project.

Very truly yours,

Tiffany I. Bohn
Assistant Attorney General

TIB:mw
Enclosure



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

December 10, 2013

Mr. Carl Schoedel, P.E.
Director of Transportation / City Engineer
Kane County Division of Transportation
41 W 011 Burlington Rd.
St. Charles, IL 60175

Re: Letter of Intent between the Kane County Department of Transportation, the Village of Sugar Grove, the Illinois Department of Transportation and the Illinois State Toll Highway Authority for the Illinois Route 47 and Interstate Route I-88, Kane County Section #08-00133-01-BR Project.

Dear Mr. Schoedel:

Enclosed please find one (1) fully executed original Letter of Intent between the Kane County Department of Transportation, the Village of Sugar Grove, the Illinois Department of Transportation and the Illinois State Toll Highway Authority for the above-captioned project.

Very truly yours,

Tiffani I. Bohn
Assistant Attorney General

TIB:mw
Enclosure



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

December 10, 2013

Mr. P. Sean Michels
Village President
Village of Sugar Grove
10 Municipal Drive
Sugar Grove, IL 60554

Re: *Letter of Intent between the Kane County Division of Transportation, the Village of Sugar Grove, the Illinois Department of Transportation and the Illinois State Toll Highway Authority for the Illinois Route 47 and Interstate Route I-88, Kane County Section #08-00133-01-BR Project.*

Dear Mr. Michels:

Enclosed please find one (1) fully executed original Letter of Intent between the Kane County Division of Transportation, the Village of Sugar Grove, the Illinois Department of Transportation and the Illinois State Toll Highway Authority for the above-captioned project.

Very truly yours,

Tiffany I. Bohn
Assistant Attorney General

TIB:mw
Enclosure



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: Eileen Cosgriff, CIS

FROM: Tiffany I. Bohn, Assistant Attorney General *TIB*

DATE: December 10, 2013

SUBJECT: ***Letter of Intent between the Kane County Division of Transportation, Village of Sugar Grove, the Illinois Department of Transportation and the Illinois State Toll Highway Authority for the Illinois Route 47 and Interstate Route I-88, Kane County Section #08-00133-01-BR Project.***

Attached please find one (1) fully executed original Letter of Intent between the Kane County Division of Transportation, the Village of Sugar Grove, the Illinois Department of Transportation and the Illinois State Toll Highway Authority for the Illinois Route 47 and Interstate Route I-88, Kane County Section #08-00133-01-BR.

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

TIB:mw
Attachment

cc: E. Ajami P. Pearn
V. Avila J. Romano
J. Benda S. Talaber
T. Bohn V. Yee
K. Kell G. Zimmer
P. Kovacs Rocco Zucchero
D. Manetti
M. Molliconi



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

BUREAU OF DESIGN

Village of Sugar Grove/State of Illinois
Illinois Route 47 Improvement
at Interstate Route 88
Job No.: P-91-015-14
Agreement No.: JN-114-502
County: Kane

May 5, 2014

The Honorable P. Sean Michels
Village President
Village of Sugar Grove
10 South Municipal Drive
Sugar Grove, IL 60554

Dear Village President Michels:

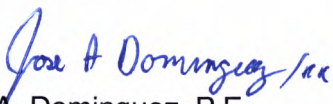
The Reimbursable Agreement for the subject improvement has been executed by this Department.

Enclosed is an original counterpart of the executed Reimbursable Agreement for your records and files.

If you have any questions or need additional information, please contact Mr. Ray Ritchie, Agreement Specialist, at (847) 705-4238.

Very truly yours,

John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

By: 
Jose A. Dominguez, P.E.
Project Support Engineer

Enclosures

FAP Route 326
Illinois Route 47
Kane County
Job No.: P-91-015-14
Agreement No.: JN-114-502

AGREEMENT

This agreement entered into this 28th day of April, A.D., 2013⁴, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF SUGAR GROVE, of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE and the VILLAGE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving Illinois Route 47 at Interstate Route 88 (Ronald Reagan Memorial Tollway) (FAP Route 326, State Job No.: P-91-015-14) hereinafter referred to as the PROJECT; and

WHEREAS, the STATE and the VILLAGE are desirous of completing Preliminary Engineering (Phase I) to facilitate the free flow of traffic and insure safety to the motoring public of the PROJECT; and

WHEREAS, the STATE and the VILLAGE has sent a Letter of Intent dated July 2, 2013, attached hereto as Exhibit A, which specifies the PROJECT responsibilities for the STATE and the VILLAGE; and

WHEREAS, the STATE has agreed to participate in its share of costs associated with the PROJECT as defined in Exhibit A; and

WHEREAS, the STATE agrees to advance \$735,000 of the STATE's financial participation for the PROJECT to pay for a portion of the Preliminary Engineering (Phase 1) associated with the PROJECT; and

WHEREAS, the STATE and the VILLAGE are desirous of said PROJECT in that same will be of immediate benefit to the VILLAGE residents;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The VILLAGE agrees, subject to concurrence by the STATE, to secure a qualified consultant, and enter into a professional service contract with said consultant, to provide or cause to be provided, the Preliminary Engineering (Phase 1) for a complete Combined Design Study as outlined in the STATE's "Bureau of Design and Environment Manual," In the event that the costs of the Preliminary Engineering (Phase I) exceeds \$735,000, the VILLAGE shall notify the STATE in writing. The STATE then has the option to increase its funding to provide for 100% of all costs associated with completing the Preliminary Engineering (Phase I). Upon approval of the STATE of the increase in funding, the STATE shall reimburse the VILLAGE for 100% of all costs associated with the completion of the Preliminary Engineering (Phase I). In the event the STATE elects not to increase funding, then the obligations of both the STATE and the VILLAGE shall be considered terminated and the VILLAGE is under no obligation to complete the Preliminary Engineering (Phase I). In the event of termination described herein, the VILLAGE shall not be obligated to reimburse the STATE for any funds expended on the Preliminary Engineering (Phase I) up to and through the date of termination, but shall return any unused portions of funds advanced by the STATE to the VILLAGE.

2. The VILLAGE also agrees to pay, or provide for the payment of the entire cost of preliminary engineering subject to reimbursement by the STATE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost of Preliminary Engineering (Phase I) is \$735,000.00.
4. The STATE agrees to reimburse the VILLAGE, \$735,000.00 for the costs associated with the Preliminary Engineering (Phase I) or such additional amount as provided for in paragraph 1 hereof.
5. It is mutually agreed between the STATE and the VILLAGE that the \$735,000.00 STATE reimbursement for the Preliminary Engineering (Phase I) as covered under this AGREEMENT shall be considered as part of the STATE's maximum financial commitment for the PROJECT of \$4,925,000.00 as defined in Exhibit A of this AGREEMENT. The STATE's remaining \$4,190,000.00 of financial commitment for the PROJECT will be reimbursed to the VILLAGE via separate documents in the future. Until such additional agreements are executed, the Village's sole obligation under this agreement and the Letter of Intent dated July 2nd 2013 (Exhibit A) is to fulfill the terms hereof. Until additional agreements are negotiated, agreed to and executed between the parties hereto, no additional obligations of the LOI are binding on the Village.
6. Upon proof of retention of a qualified consultant, receipt of the first and subsequent progress payments made to the qualified consultant and receipt of an invoice from the VILLAGE, the STATE will reimburse the VILLAGE for the amount invoiced until the entire obligation incurred under this AGREEMENT has been fulfilled. The STATE reserves the right to approve any additional costs above the estimated \$735,000.00 prior

to the VILLAGE expending said additional costs. Any State approved additional costs shall be considered as part of the STATE's maximum financial commitment for the PROJECT of \$4,925,000.00.

7. The VILLAGE shall maintain, for a minimum of three years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other STATE Auditors, and the VILLAGE agrees to cooperate fully with any audit conducted by the Auditor General and other STATE Auditors, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. The VILLAGE agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the STATE.
9. All work which is financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
10. The VILLAGE, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The VILLAGE shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of

STATE assisted contracts. Failure by the VILLAGE to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the STATE deems appropriate.

11. It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

Obligations of the STATE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the Preliminary Engineering (Phase 1) contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF SUGAR GROVE

Attest: Cyndy Galbreath
Village Clerk

Cynthia Galbreath
(Print)

Date: 12-3-2013

By: P. Sean Michels
(Signature)

By: P. SEAN MICHELS
Print or Type

Title: VILLAGE PRESIDENT

Date: 12-3-2013

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: Ann L. Schneider
Ann L. Schneider
Secretary of Transportation

Date: 4/28/14

By: Omer A. Osman
Omer A. Osman
Director of Highways/Chief Engineer

Date: 4/25/14

By: Tony Small
Tony Small
Director - Finance & Administration

Date: 4/22/14

By: Michael A. Forti
Michael A. Forti
Chief Counsel

Date: 4/22/14

TIN CERTIFICATION

The VILLAGE certifies that:

1. The number shown on this form is the VILLAGE's correct taxpayer identification number (or the VILLAGE) is waiting for a number to be issued to them), and
2. The VILLAGE is not subject to backup withholding because: (a)the VILLAGE is exempt from backup withholding, or (b) the VILLAGE has not been notified by the Internal Revenue Service (IRS) that the VILLAGE is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the VILLAGE no longer subject to back-up withholding , and
3. The VILLAGE's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: 366009121

Legal Status

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |



RESOLUTION NO. 20131203PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR PHASE I ENGINEERING ON THE I-88 AND IL ROUTE 47 INTERCHANGE PROJECT

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to execute the Intergovernmental Agreement with the Illinois Department of Transportation for Phase I Engineering on the I-88 and IL Route 47 Interchange Project, and to execute the attached agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

That attached hereto and incorporated herein by reference as Exhibit A is the Draft Intergovernmental Agreement between the Illinois Department of Transportation and the Village of Sugar Grove for the Phase I Engineering on the I-88 and IL Route 47 Interchange Project. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on the 3rd day of December, 2013.



P. Sean Michels

P. Sean Michels, President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois

ATTEST:

Cynthia Galbreath

Cynthia Galbreath, Village Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Robert E. Bohler	✓	_____	_____	_____
Trustee Kevin M. Geary	✓	_____	_____	_____
Trustee Sean Herron	✓	_____	_____	_____
Trustee Mari Johnson	✓	_____	_____	_____
Trustee Rick Montalto	✓	_____	_____	_____
Trustee David Paluch	✓	_____	_____	_____
President P. Sean Michels	✓	_____	_____	_____

RESOLUTION NO. 21672

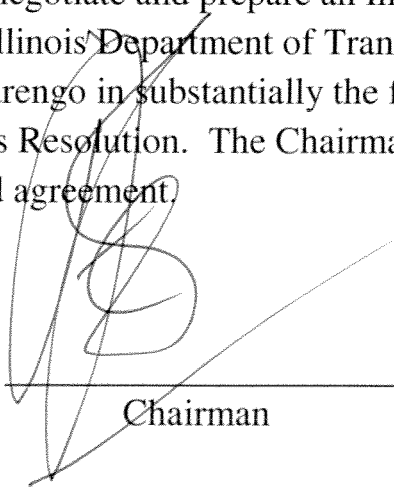
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Illinois Department of Transportation ("Department"), the County of McHenry ("County") and the City of Marengo ("City"). In accordance with the 2012 Illinois Tollway Interchange and Roadway Cost Sharing Policy, the Tollway intends to construct a full access interchange at I-90 and Illinois Route 23 ("Project"). The Tollway will lead the Project. The estimated total cost of the Project is \$33,388,319.00, including but not limited to conceptual engineering, design engineering, land acquisition, construction engineering, construction, lighting, and utilities. The estimated cost to the Tollway is \$16,544,159.50. The remaining portion of the estimated Project cost will be divided between the Department, the County, and the City.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Tollway, the Illinois Department of Transportation, the County of McHenry, and the City of Marengo in substantially the form of the Intergovernmental Agreement 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,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE COUNTY OF McHENRY
AND
THE CITY OF MARENGO**

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", the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter referred to as the "DEPARTMENT", the COUNTY OF McHENRY, a body politic and corporate of the State of Illinois, acting by and through its McHENRY COUNTY DIVISION OF TRANSPORTATION (hereinafter referred to as the "COUNTY") and THE CITY OF MARENGO, a municipal corporation of the State of Illinois, hereinafter called the "CITY", individually referred to as "PARTY", and collectively referred to as "PARTIES". When referred to collectively excluding the ILLINOIS TOLLWAY, the DEPARTMENT, the COUNTY, and the CITY are hereinafter called the "OTHER PARTIES".

WITNESSETH:

WHEREAS, the PARTIES in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to construct a permanent full access interchange at the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway") at Illinois Route 23, to be implemented by Contract I-18-4392 (hereinafter referred to as the "PROJECT"), by making the following improvements:

Work includes but is not limited to the construction of new ramps A, B, C, D and roundabout intersections where the ramps intersect Illinois Route 23, reconstruction and widening of Illinois Route 23, reconstruction of the Illinois Route 23 and Harmony Road intersection from a STOP controlled intersection to a roundabout intersection, reconstruction and widening of Harmony Road, construction of new toll plazas and buildings on ramps A, C, and D, installation of lighting on ramps A, B, C, and D and installation of new lighting on Illinois Route 23, construction of drainage improvements along ramps A, B, C, and D, infields, and Illinois Route 23, erosion and sediment control during construction and restoration of landscaping within the PROJECT limits, the installation of guardrail, and maintenance of traffic.

WHEREAS, the ILLINOIS TOLLWAY adopted an Interchange and Roadway Cost Sharing Policy dated October 2012 (hereinafter referred to as the "POLICY"), which outlines the Tollway's objectives and processes for advancing new or expanded interchange access; and

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

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

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

WHEREAS, the COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 and Illinois Highway Code 605 ILCS 5/1-101 is authorized to enter into this AGREEMENT; and

WHEREAS, 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 agree as follows:

I. ENGINEERING

- A. The CITY agrees to serve as the lead agency to perform and fund a conceptual engineering study for the PROJECT. The COUNTY agrees to serve as the lead agency to perform and fund a feasibility study for the PROJECT, 75% of the cost of which will be credited to the COUNTY as part of its participation cost in the PROJECT. The COUNTY also agrees to serve as the lead agency to perform and fund design engineering for the PROJECT, 75% of the cost of which will be credited to the COUNTY as part of its participation cost in the PROJECT.
- B. During the design and preparation of the plans and specifications, the COUNTY shall submit the plans and specifications to the ILLINOIS TOLLWAY, the

DEPARTMENT, and the CITY for their review and comment at the following stages of plan preparation:

30% Complete

60% Complete (preliminary)

95% Complete (pre-final)

Final

- C. The ILLINOIS TOLLWAY, the DEPARTMENT and the CITY shall review the PROJECT plans and specifications which impact their respective maintained highways within fifteen (15) calendar days of receipt thereof. Approval by the ILLINOIS TOLLWAY, the DEPARTMENT, and the CITY shall mean they agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the maintained highways of the ILLINOIS TOLLWAY, the DEPARTMENT, and the CITY. In the event of disapproval, the ILLINOIS TOLLWAY, the DEPARTMENT, and/or the CITY will detail in writing its objections to the proposed plans and specifications for review and consideration by the COUNTY.
- 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 overall PROJECT responsibility, including assuring that all permits and approvals (including but not necessarily limited to U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.), and joint participation and/or force account agreements, as may be required by the PROJECT, are secured by the PARTIES in support of general PROJECT schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable federal, state, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The OTHER PARTIES shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the OTHER PARTIES.

- G. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2018, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The CITY shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. In a separate Intergovernmental Agreement, executed **Month Date, Year**, the PARTIES agreed that the ILLINOIS TOLLWAY shall act as lead agency in acquiring the right-of-way necessary to complete the project, with cost sharing as defined in Section 5 of that agreement.
- C. Right of way acquired exclusively for improvements to Illinois Route 23, Harmony Road, or for other property or improvements to be maintained by the DEPARTMENT, or the COUNTY, shall be acquired in the name of the ILLINOIS TOLLWAY free and clear of all encumbrances and shall be conveyed by the ILLINOIS TOLLWAY to the DEPARTMENT, or the COUNTY after acquisition thereof by the ILLINOIS TOLLWAY, subject to reimbursement by the DEPARTMENT, or the COUNTY except as provided herein.
- D. Right of way acquired exclusively for construction of the I-90 ramps, or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.
- E. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.
- F. All land conveyances pursuant to this AGREEMENT will be fully executed, tendered and accepted for recordation and all supporting documentation provided before issuance of final payments and before financial credit will be recognized pursuant to SECTION V. of this AGREEMENT.
- G. All land conveyances pursuant to this Agreement will be fully executed, tendered and accepted for recordation and all supporting documentation provided before

issuance of final payments and before financial credit will be recognized pursuant to SECTION V. of this AGREEMENT.

III. UTILITY RELOCATION

- A. The COUNTY agrees to provide the ILLINOIS TOLLWAY and the DEPARTMENT, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing ILLINOIS TOLLWAY and DEPARTMENT rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the COUNTY, as lead agency shall identify adjustments to the aforementioned existing utilities.
- B. The COUNTY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The DEPARTMENT and the COUNTY agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing DEPARTMENT or COUNTY rights of way, and on proposed DEPARTMENT or COUNTY rights of way where improvements to DEPARTMENT or COUNTY highways are proposed by the DEPARTMENT or COUNTY to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of DEPARTMENT or COUNTY jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT or COUNTY.
- E. At all locations where utilities are located on DEPARTMENT or COUNTY rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT or COUNTY agree to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY.
- F. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the DEPARTMENT or the COUNTY, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where DEPARTMENT or COUNTY utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the DEPARTMENT or the COUNTY or due to work proposed by the ILLINOIS

TOLLWAY, the DEPARTMENT or the COUNTY agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain the OTHER PARTIES concurrence as to the amount of bids (for work to be funded wholly or partially by the OTHER PARTIES 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 OTHER PARTIES as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the OTHER PARTIES shall be submitted to the OTHER PARTIES for approval prior to commencing such work. The OTHER PARTIES 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 OTHER PARTIES shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the OTHER PARTIES within fifteen (15) calendar days after delivery to the OTHER PARTIES of the proposed deviation, the proposed deviation shall be deemed approved by the OTHER PARTIES.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the OTHER PARTIES, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the OTHER PARTIES prior to commencement of work on the PROJECT.
- D. The ILLINOIS TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract(s). The ILLINOIS TOLLWAY shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DEPARTMENT assisted contracts. Failure by the ILLINOIS TOLLWAY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate.
- E. The OTHER 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 their respective rights of way. The OTHER PARTIES shall assign personnel to perform inspections on behalf of the OTHER PARTIES of all work included in the PROJECT that affects the VILLAGE's FACILITIES, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS

TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

- F. Notices required to be delivered by the PARTIES pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to the OTHER PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the OTHER PARTIES, and the OTHER PARTIES shall make an inspection thereof not later than thirty (30) calendar days after notice thereof. If the OTHER PARTIES does not perform a final inspection within thirty (30) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event that said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The OTHER PARTIES shall perform such joint re-inspections within fifteen (15) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- H. The ILLINOIS TOLLWAY shall have the right and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications provided the VILLAGE has been given the opportunity to review the proposed PROJECT scope change and to participate in the decision making process. The VILLAGE shall be credited for any pre-payment made towards uncompleted work upon their next payment.

V. FINANCIAL

- A. The PARTIES agree to pay their share of the estimated overall PROJECT costs as hereinafter stipulated.
- B. It is mutually agreed to by the PARTIES that the estimated cost of the PROJECT is \$33,388,319.00, (“EXHIBIT A”) including but not limited to conceptual

engineering, design engineering, land acquisition, construction engineering, construction, lighting, and utilities.

- C. It is mutually agreed by the PARTIES that the CITY funded conceptual engineering study at a cost of \$300,000.00, and that cost is the CITY's financial participation to this PROJECT.
- D. It is mutually agreed by the PARTIES the COUNTY funded estimated design engineering costs are \$2,590,000.00, and feasibility study costs are \$290,000.00. It is also agreed 75% of the actual costs of each will be credited toward the COUNTY's overall PROJECT costs.
- E. It is further agreed ILLINOIS TOLLWAY shall act as the lead agency for the construction of the PROJECT and the OTHER PARTIES agree to reimburse the ILLINOIS TOLLWAY for costs associated with the PROJECT. ("Exhibit A") The PARTIES mutually agree to pay their share of the estimated PROJECT costs as follows (rounded):

ILLINOIS TOLLWAY	50%
DEPARTMENT	25%
COUNTY	25%
CITY	< 1%

- F. The ILLINOIS TOLLWAY's participation shall be in conformance with the POLICY which serves as the base for the cost participation levels noted herein.
- G. Notwithstanding the estimated costs, the PARTIES will be responsible for the actual costs associated with the PROJECT.
- H. The DEPARTMENT agrees that subsequent to the full execution of this AGREEMENT, upon award of the construction contract(s) for the PROJECT, and receipt of an invoice from the ILLINOIS TOLLWAY based on actual bid prices, the DEPARTMENT will pay an amount equal to 80% of its share of the estimated cost of construction as outlined in Section V., Paragraph E. of this AGREEMENT.
- I. The DEPARTMENT acknowledges that upon execution of this AGREEMENT, the DEPARTMENT is undertaking a funding commitment to the ILLINOIS TOLLWAY in relation to completing and funding the PROJECT as described and qualified herein. Subject to State appropriations sufficient to pay such obligations, the DEPARTMENT shall make arrangements to fund its obligations in the described PROJECT as soon as reasonably practicable. It is agreed by the parties that the funding obligation of the DEPARTMENT recited above is, now and at all times hereafter, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled, diminished, or withheld, the DEPARTMENT will use its best efforts to make

timely payment(s) to the ILLINOIS TOLLWAY until all financial obligations hereunder are fully satisfied.

- J. The COUNTY agrees that subsequent to the full execution of this AGREEMENT, upon award of the construction contract(s) for the PROJECT, and receipt of an invoice from the ILLINOIS TOLLWAY based on actual bid prices, the COUNTY will pay to the ILLINOIS TOLLWAY an amount equal to 50% of its share of the estimated cost of construction as outlined in Section V., Paragraph E. of this AGREEMENT. The invoice shall reflect a credit of \$2,160,000.00 for costs associated with design engineering, and the PROJECT feasibility study. The COUNTY further agrees that upon the first anniversary of the award of the construction contract(s) for the PROJECT, and receipt of an invoice from the ILLINOIS TOLLWAY, it will pay to the ILLINOIS TOLLWAY an amount equal to 30% of its share of the estimated cost of construction as outlined in Section V., Paragraph E. of this AGREEMENT. The COUNTY shall pay to the ILLINOIS TOLLWAY upon receipt of an invoice, subsequent to the completion of the PROJECT the remainder of its obligation in a lump sum, based on final actual costs, as outlined in Section V., Paragraph E. of this AGREEMENT.
- K. Any PARTY may submit an authorized written request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full as scheduled and identified in Section V., Paragraphs C., I., and J. of this AGREEMENT.

VI. MAINTENANCE – DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT, the COUNTY, and the CITY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT, the COUNTY, or 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 shall continue to maintain I-90 in its entirety, including:
 - 1. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway, including the pork chop islands where the Toll Highway entrance and exit ramps meet Illinois Route 23;
 - 2. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll

Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;

3. Jurisdiction of the Illinois Route 23 bridge structure over I-90 including the wearing surface, deck, curbs, and sidewalks as defined in Section V. – General Provisions, Item 1. of the General Maintenance Agreement dated December 21, 1960;
 4. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments, and piers;
 5. All fences along ILLINOIS TOLLWAY routes;
 6. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 7. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 8. All underpass lighting.
- B. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);
 3. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant.
- C. The DEPARTMENT shall continue to maintain the following portions of Illinois Route 23 including but not limited to:
1. The roundabout intersections roadways constructed at Harmony Road, the westbound I-90 ramps, and the eastbound I-90 ramps;
 - a. The jurisdictional and maintenance divide line along Harmony Road where it intersects Illinois Route 23 is located at the nose end of the splitter islands.
 - b. All through movement of the roundabouts on Illinois Route 23 where they meet Toll Highway entrance and exit ramps.
 2. Roadway lighting, bridge structure lighting, and energy costs throughout the PROJECT limits, along Illinois Route 23, excluding at the intersection of Illinois Route 23 and Harmony Road.
 3. Drainage facilities above structural beams and girders on the bridge structure;
 4. Guardrail on the bridge structure;
 5. All DEPARTMENT signs;
 6. Ice and snow removal accomplished in such a manner as to not block I-90.
- D. Attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in

connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.

- E. The COUNTY shall continue to maintain Harmony Road, including the pedestrian pathway constructed in the roundabout where Harmony Road intersects Illinois Route 23, not including the roundabout intersection roadways where Harmony Road intersects Illinois Route 23.
- F. The CITY will maintain roadway lighting, including energy costs at the intersection of Harmony Road and Illinois Route 23.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the OTHER PARTIES shall continue to maintain all portions of the PROJECT within the OTHER PARTIES respective rights of way that are not to be improved or maintained by the ILLINOIS TOLLWAY's construction contractor(s) pursuant to the PROJECT's approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by their construction contractor(s).
- B. All items of PROJECT construction which are stipulated in this AGREEMENT to be maintained by the OTHER PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the respective OTHER PARTIES, and all items of PROJECT construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. Nothing herein is intended to prevent or preclude any PARTY from entering into reciprocal agreements in the future.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Transportation (DEPARTMENT), the County of McHenry (COUNTY), the City of Marengo (CITY), and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- B. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall have jurisdiction of I-90, the ramps, and Illinois Route 23 as it traverses I-90. The DEPARTMENT shall have jurisdiction of Illinois Route 23 not including where it

traverses I-90, the roundabout intersections roadways constructed at Harmony Road, the westbound I-90 ramps, and the eastbound I-90 ramps. The COUNTY shall have jurisdiction of Harmony Road beyond the nose edges of the splitter islands of the roundabout constructed where Harmony Road intersects Illinois Route 23, and the pedestrian paths at the roundabout constructed where Harmony Road intersects Illinois Route 23. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by the DEPARTMENT, the COUNTY, 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 DEPARTMENT, the COUNTY, and/or the CITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY, the Deputy Director/Region One Engineer of the DEPARTMENT, COUNTY official to be identified and/or the CITY official to be identified shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the plans and specifications, or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- G. This AGREEMENT may be executed in four (4) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- I. The DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing

address is: The Illinois Department of Transportation, 201 W. Center Court, Schaumburg, Illinois 60196.

- J. The COUNTY certifies that its correct Federal Tax Identification number is [REDACTED] and it is doing business as a governmental entity, whose mailing address is: McHenry County Government Center, 2200 North Seminary Avenue, Woodstock, Illinois 60098.
- K. The CITY certifies that its correct Federal Tax Identification number is [REDACTED] and it is doing business as a governmental entity, whose mailing address is: The City of Marengo, 132 East Prairie Street, Marengo, Illinois 60152.
- L. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- N. The failure by the PARTIES 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 PARTIES unless such provision is waived in writing.
- O. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- P. The PARTIES 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 PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- Q. The PARTIES also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The PARTIES will fully cooperate in any OIG investigation or review

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

THE CITY OF MARENGO

By: _____
John Koziol
Mayor

Attest: _____

Date: _____

Date: _____

THE COUNTY OF McHENRY

By: _____
Jack D. Franks
Board Chairman

Attest: _____

Date: _____

Date: _____

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
Randall S. Blankenhorn
Secretary

By: _____
Jeff Heck, Chief Fiscal Officer
Director of Finance and Administration

Date: _____

Date: _____

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

By: _____
Philip C. Kaufmann
Chief Counsel

Date: _____

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

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

Date: _____

Approved as to Form and Constitutionality

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

Exhibit A
ESTIMATE OF COST PARTICIPATION
DRAFT

Type of Work	TOLLWAY		DEPARTMENT		COUNTY		CITY		TOTAL Cost
	Cost	%	Cost	%	Cost	%	Cost	%	
All roadway work excluding the following:	\$ 12,654,358.50	50%	\$ 6,327,179.25	25%	\$ 6,327,179.25	25%	\$ -	\$ -	\$ 25,308,717.00
Bridge Widening	\$ -	50%	\$ -	0%	\$ -	50%	\$ -	\$ -	\$ -
Lighting	\$ 650,000.00	50%	\$ 325,000.00	25%	\$ 325,000.00	25%	\$ -	\$ -	\$ 1,300,000.00
Land Acquisition	\$ 924,602.00	100%	\$ -	0%	\$ -	0%	\$ -	\$ -	\$ 924,602.00
Land Acquisition Work	\$ -	100%	\$ -		\$ -		\$ -	\$ -	\$ -
Utility Relocation	\$ -	50%	\$ -	25%	\$ -	25%	\$ -	\$ -	\$ -
Conceptual Engineering	\$ -		\$ -		\$ -		\$ 300,000.00	100%	\$ 300,000.00
Feasibility Study	\$ -		\$ -		\$ 290,000.00	100%	\$ -	\$ -	\$ 290,000.00
Design Engineering	\$ -		\$ -		\$ 2,590,000.00	100%	\$ -	\$ -	\$ 2,590,000.00
Construction Engineering	\$ 1,337,500.00	50%	\$ 668,750.00	25%	\$ 668,750.00	25%	\$ -	\$ -	\$ 2,675,000.00
Sub Total	\$ 15,566,460.50		\$ 7,320,929.25		\$ 10,200,929.25		\$ 300,000.00		\$ 33,388,319.00
Adjust for Land Acquisition	\$ (462,301.00)	50%	\$ 231,150.50	25%	\$ 231,150.50	25%	\$ -	\$ -	\$ -
Adjust for Land Acquisition Work	\$ -	50%	\$ -	25%	\$ -	25%	\$ -	\$ -	\$ -
Adjust for Feasibility Study	\$ 145,000.00	50%	\$ 72,500.00	25%	\$ (217,500.00)	75%	\$ -	\$ -	\$ -
Adjust for Design Engineering	\$ 1,295,000.00	50%	\$ 647,500.00	25%	\$ (1,942,500.00)	75%	\$ -	\$ -	\$ 0.00
TOTAL	\$ 16,544,159.50	49.55%	\$ 8,272,079.75	24.78%	\$ 8,272,079.75	24.78%	\$ 300,000.00	0.90%	\$ 33,388,319.00

Notes:

1. The PARTIES hereto cost participation shall be predicated on the percentages shown above for the specified work
2. The PARTIES hereto cost's shall be determined by multiplying the final quantities times the contract(s) unit price
3. The CITY and COUNTY shall receive a credit towards their overall PROJECT costs by equally sharing the costs of preliminary and design engineering, which includes obtaining any necessary surveys and preparing the plans and specifications for the PROJECT
4. The TOLLWAY shall receive a credit towards its overall PROJECT costs for all work associated with Land Acquisition.

RESOLUTION NO. 21673

Background

The Tollway advertised for proposals from law firms capable of performing legal work on the Tollway’s bond and related financial transactions. It is necessary and desirable for the Tollway to have a pool of law firms to rely on and to appoint said law firms to assist the Tollway in connection with the issuance of bonds to provide financing for the Move Illinois Capital Plan and other matters relating to the Tollway's capital financing at rates not to exceed the maximum rates negotiated with the pool members.

The following law firms were deemed to be the most qualified from the proposals received: Burke Burns & Pinelli LTD; Chapman and Cutler LLP; Foley & Lardner LLP; Hardwick Law Firm; Katten Muchin Rosenman LLP; Kutak Rock LLP; Locke Lord LLP; Pugh, Jones & Johnson PC; and Schiff Hardin LLP.

Resolution

The Acting General Counsel is authorized to finalize the contracts with the above-referenced law firms and seek their necessary appointment from the Attorney General as Special Assistant Attorneys General and to thereafter select, on an as needed basis, such member(s) of the pool of firms to assist the Tollway in the issuance of bonds and other financial matters consistent with the terms presented to the Board including the maximum limits of compensation for bond counsel, issuer’s counsel, and hourly rates for other related advice. The Chairman or the Executive Director or the Acting General Counsel is authorized to execute any documents necessary to ensure the law firms identified are prepared to provide counsel as required, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman