

RESOLUTION NO. 20403

Background

It is necessary and in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to continue on a short-term basis with existing providers of collection and litigation services for various delinquent Tollway accounts including: violations, property damage claims, I-Pass charges, and other miscellaneous collections.

On April 29, 2009, the Tollway issued Requests for Proposals ("RFP 09-0065") which were evaluated by a selection committee. Upon the evaluation of the selection committee, Harris and Harris Ltd. and NCO Financial Systems, Inc. were determined to be best qualified to provide collection and litigation services.

On September 24, 2009, the Board approved Resolution number 18860 for a three year period from October 1, 2009 through September 30, 2012, in an amount not to exceed \$9,000,000, and the Tollway subsequently contracted with Harris & Harris Ltd. for \$5,500,000 and NCO Financial Systems, Inc. for \$3,500,000, with up to two (2) one-year optional renewals.

On July 26, 2012, the Board approved Resolution number 19735 for a two year period from October 1, 2012 through September 30, 2014, with an upper limit amount not to exceed \$12,000,000. The contract with Harris and Harris Ltd. was authorized to be increased by \$2,000,000 with an upper limit of compensation not to exceed \$7,500,000 and NCO Financial Systems, Inc. was authorized to be increased by \$1,000,000 with an upper limit of compensation not to exceed \$4,500,000. No optional renewals remain.

Resolution

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to extend the current contracts with Harris and Harris Ltd. and NCO Financial Systems for a 90 day period from October 1, 2014 through December 29, 2014. The current contract with Harris and Harris Ltd. is authorized to be extended with no increase required. The current contract with NCO Financial Systems, Inc. is authorized to be extended with an increase of \$500,000 with an upper limit of compensation not to exceed \$5,000,000.

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continued Resolution

The Chair and the Executive Director are authorized to execute necessary documentation in connection with the contracts with Harris & Harris and NCO Financial Systems, Inc., subject to the approval of the General Counsel, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____
Chair

RESOLUTION NO. 20404

Background

It is in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to continue to accept credit card payments, primarily for its I-Pass and violation enforcement programs.

In 2011, a Request for Proposals ("RFP 11-0044") was issued for merchant card processing and was evaluated by a selection committee. Upon the evaluation of the selection committee, a contract was awarded to Fifth Third Processing Solutions (now Vantiv Holding LLC.).

On May 26, 2011 the Board approved Resolution No. 19400 for a three year period from December 1, 2011 through November 30, 2014 with two one-year renewal options, with an upper limit not to exceed \$35,000,000. On February 27, 2014 the Board approved Resolution No. 20234 to increase the contract by \$10,000,000, from \$35,000,000 to \$45,000,000.

Resolution

To continue in the processing of merchant cards, it is necessary and in the best interest of the Tollway to renew Contract No. 11-0044 with Vantiv Holding LLC. for a two-year period from December 1, 2014 through November 30, 2016, and to increase the upper limit of compensation by \$40,000,000, from \$45,000,000 to \$85,000,000.

The General Counsel and the Chief of Finance are authorized to negotiate the aforementioned merchant card services agreement, the Chair or Executive Director are authorized to execute any and all documents necessary to effectuate said agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chair

RESOLUTION NO. 20405

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Reflective Sheeting through the Central Management Services ("CMS") master contract with 3M Company (Tollway Contract No. 14-0098). 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

Contract No. 14-0098 for the purchase of Reflective Sheeting from 3M Company is approved in an amount not to exceed \$450,000.00; the Chair or the Executive Director is authorized to execute the necessary documents in connection therewith; 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 of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20406

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased *999 Motorist Assistance Program Services (Contract No. 06-0081) from Marketing Alternatives, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper dollar limit of said contract by \$300,000.00 for the purchase of additional *999 Motorist Assistance Program Services.

Resolution

The renewal option and associated increase to the upper dollar limit of compensation of Contract No. 06-0081 by \$300,000.00 (from \$2,407,000.00 to \$2,707,000.00) for the purchase of additional *999 Motorist Assistance Program Services from Marketing Alternatives, Inc. is accepted; the Chair or the Executive Director is authorized to execute the necessary documents in connection therewith; 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 of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20407

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-13-5685R for Signing Improvements on the Tri-State Tollway (I-294) from Milepost 25.00 (Hinsdale Oasis) to Milepost 52.75 (North Terminus) and the Tri-State Tollway (I-94) from Milepost 0.0 (Wisconsin State Line) to Milepost 30.0 (Edens Expressway). The lowest responsible bidder on Contract No. RR-13-5685R is Western Remac, Inc. in the amount of \$4,424,880.11.

Resolution

Contract No. RR-13-5685R is awarded to Western Remac, Inc. in the amount of \$4,424,880.11, 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 Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance 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: _____

Chair

RESOLUTION NO. 20408

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-8122 for a Tolling Test Site, Equipment Enclosure and other Plaza Improvements on the Tri-State Tollway (I-294) from Milepost 41.5 to Milepost 42.5 (Touhy Plaza 29), from Milepost 38.5 to Milepost 39.0 (Irving Park Plaza 33), at Milepost 13.5 (North of Cicero Avenue) and from Milepost 2.5 to Milepost 2.6 (Halsted Street Plaza 47A). The lowest responsible bidder on Contract No. RR-14-8122 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$3,357,342.39.

Resolution

Contract No. RR-14-8122 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$3,357,342.39, 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 Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance 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: _____

Chair

RESOLUTION NO. 20409

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20004 approved on June 27, 2013, entered into Contract No. I-13-4126 with William Charles Construction Company, LLC for Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 33.5 (Anthony Road) to Milepost 41.5 (US Route 20). This Extra Work Order is to provide for accelerated concrete pavement; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order in the amount of \$422,000.00 increasing the upper limit of compensation from \$49,404,088.92 to \$49,826,088.92 on Contract No. I-13-4126 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20410

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19852 approved on January 10, 2013, entered into Contract I-12-4077 with Plote Construction, Inc. for Widening and Reconstruction on the Eastbound Jane Addams Memorial Tollway (I-90) from Milepost 49.7 (Union Pacific Railroad) to Milepost 53.6 (Elgin Toll Plaza). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$50,000.00 on Contract No. I-12-4077 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20411

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19891 approved on February 28, 2013, entered into Contract RR-12-4047 with Plote Construction, Inc. for Roadway Resurfacing and Bridge Repair on the Veterans Memorial Tollway (I-355) from Milepost 0.0 (I-80) to Milepost 29.8 (Army Trail Road). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$106,398.00 on Contract No. RR-12-4047 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20412

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19868 approved on January 24, 2013, entered into Contract I-12-4072 with William Charles Construction Company, LLC / Rock Road Companies, Inc., Joint Venture for Widening and Reconstruction on the Eastbound Jane Addams Memorial Tollway (I-90), from Milepost 17.7 (Mill Road) to Milepost 24.9 (Genoa Road). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$75,000.00 on Contract No. I-12-4072 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20413

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20000 approved on June 27, 2013, entered into Contract I-13-4127 with Illinois Constructors Corporation for Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 20.8 (Irene Road over I-90) and at Milepost 21.8 (Stone Quarry Road over I-90). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$60,198.02 on Contract No. I-13-4127 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20414

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20001 approved on June 27, 2013, entered into Contract I-13-4131 with Illinois Constructors Corporation for Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90), at Milepost 17.6 (Mill Road over I-90). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$31,070.00 on Contract No. I-13-4131 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair


RESOLUTION NO. 20415

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19842 approved on December 13, 2012, entered into Contract No. I-12-4070 with Lorig Construction Company for Eastbound Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) at Milepost 18.3 (Kishwaukee River). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-12-4070 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: 
Chair

7/24/14

6.3/10

RESOLUTION NO. 20416

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19998 approved on June 27, 2013, entered into Contract No. I-13-4129 with Illinois Constructors Corporation for Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 43.7 (Brier Hill Road over I-90) and at Milepost 45.0 (Sandwald Road over I-90). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-13-4129 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: 
_____ Chair

RESOLUTION NO. 20417

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with PACE Suburban Bus (“Pace”) to allow Pace to build three (3) “Park-n-Ride” facilities to be built on Tollway property, at the Randall Road interchange, the Illinois Route 25 interchange and the Barrington Road interchange at the I-90 Jane Addams Memorial Tollway. Pace will reimburse the Tollway \$1.3M for certain design and construction work associated with the eastbound and westbound ramps at Barrington Road, upon completion of the construction of those ramps. Pace will further pay all Park-n-Ride related engineering, construction engineering and construction costs.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and PACE Suburban Bus in substantially the form attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.



Approved by: _____
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
PACE SUBURBAN BUS**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and PACE SUBURBAN BUS, a suburban bus division of the Regional Transportation Authority of the State of Illinois, hereinafter called "PACE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s), (hereinafter referred to as the "PROJECT"); and

WHEREAS, PACE in partnership with the ILLINOIS TOLLWAY is expanding transit services along the I-90 corridor and requests that the ILLINOIS TOLLWAY allow three (3) "Park-n-Ride" facilities to be built on ILLINOIS TOLLWAY property, based on the improvements proposed below for the Randall Road interchange, the Illinois Route 25 interchange and the Barrington Road interchange as further described:

Randall Road Interchange - The proposed Randall Road "Park-n-Ride" facility shall be located in the northeast quadrant of the interchange, on approximately five (5) acres of land located between the westbound I-90 to Randall Road off ramp, Randall Road, and Point Boulevard, on ILLINOIS TOLLWAY right of way. The "Park-n-Ride" facility will consist of constructing approximately 75 initial parking spaces, with the potential capacity to construct approximately 75 more spaces when PACE warrants at a future date. There will be provisions for a "Kiss and Ride" passenger drop off area, a bus access/turn-around, a berthing area to accommodate up to four (4) transit coaches and one call-n-ride/Para-transit type van, bus shelters, ticketing and passenger waiting areas, electrical conduit to support ITS signage, bicycle storage racks, designated spaces for carpool/vanpool users, a secured restroom facility for transit operators, fencing, lighting and landscaping. A copy of the preliminary concept plan for this location is attached as Exhibit 1.

Illinois Route 25 Interchange - The proposed Illinois Route 25 "Park-n-Ride" facility (a preliminary concept plan of which is attached hereto as Exhibit B) shall be located along the north side interchange ramp AB, east of the Illinois Route 25 intersection on ILLINOIS TOLLWAY right of way. The "Park-n-Ride" facility will consist of 75 initial parking spaces, with the potential capacity to construct approximately 75 more spaces when PACE warrants at a future date. There will be provisions for a "Kiss and Ride" passenger drop off area, a bus access/turn-around, a berthing area to accommodate up to four (4) transit coaches and one call-n-ride/Para-transit type van, bus shelters, ticketing and passenger waiting areas, electrical conduit to support ITS signage, bicycle storage racks, designated spaces for carpool/vanpool users,

fencing, lighting, and landscaping. A copy of the preliminary concept plan for this location is attached as Exhibit 2.

Barrington Road Interchange - The proposed Barrington Road “Park-n-Ride” facility shall be located along the northeast quadrant of the Barrington Road interchange on ILLINOIS TOLLWAY right of way. The “Park-n-Ride” facility will consist of 75 initial parking spaces, with the potential capacity to construct approximately 75 more spaces when PACE warrants at a future date. There will be provisions for a “Kiss and Ride” passenger drop off area, a bus access/turn-around, an 18 foot wide pedestrian bridge that spans the ILLINOIS TOLLWAY mainline and connects to the station/passenger waiting area at the southeast quadrant of the interchange. There will also be an access improvement (roundabout) at Central Road to address traffic volume issues, elevators at the four nodes of the parking ride facility-(1) the park-n-ride at the northeast quadrant, (2) the westbound station, (3) the eastbound station, and (4) the southeast quadrant to connect to the shared use path, a westbound and an eastbound access road located along the ILLINOIS TOLLWAY mainline, a berthing area to accommodate up to four (4) transit coaches and one call-n-ride/Para-transit type van, bus shelters, ticketing and passenger waiting areas, electrical conduit to support ITS signage, bicycle storage racks, designated spaces for carpool/vanpool users, fencing, lighting and landscaping, and all other work necessary to complete the three (3) “Park-n-Ride” facilities in accordance with the approved plans and specifications, a copy of the preliminary concept plan for this location is attached as Exhibit 3; and

WHEREAS, the ILLINOIS TOLLWAY agrees to PACE's request to construct the “Park-n-Ride” facilities (hereinafter referred to as the “PACE IMPROVEMENTS) on ILLINOIS TOLLWAY rights of way; and

WHEREAS, subsequent to this AGREEMENT, PACE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for each of the PACE IMPROVEMENTS located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY agrees to design, prepare the final plans and specifications for, and construct the westbound and eastbound access roads located along the ILLINOIS TOLLWAY mainline as part of the PROJECT at the Barrington Road Interchange, for ILLINOIS TOLLWAY use during construction of the PROJECT and for access to the ILLINOIS TOLLWAY facilities necessary for operation and maintenance of the Toll Highway after construction; and

WHEREAS, the ILLINOIS TOLLWAY and PACE by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY IGA # 002013-41, desire to determine and establish their respective responsibilities toward engineering, utility relocation, construction, funding and maintenance of the PROJECT and the PACE IMPROVEMENTS 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, PACE by virtue of its powers as set forth in the “Regional Transportation Authority Act” 70 ILCS 3615 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the Illinois Route 25 Interchange and the Barrington Road interchange, (the PROJECT). During the design and preparation of the plans and specifications for the PROJECT that affect PACE, the ILLINOIS TOLLWAY shall submit the plans and specifications to PACE for its review in the preparation of the PACE IMPROVEMENTS. The ILLINOIS TOLLWAY will design and prepare the final plans and specifications for the westbound and eastbound access roads located along the ILLINOIS TOLLWAY mainline as part of the Barrington Road Interchange.
- B. PACE agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PACE IMPROVEMENTS. During the design and preparation of the plans and specifications, PACE shall submit the plans and specifications to the ILLINOIS TOLLWAY for its review and comment at the following stages of plan preparation:
 - 30% Complete
 - 60% Complete
 - 90% Complete (pre-final)
 - 100% Complete (final)
- C. Any dispute concerning the PROJECT and the PACE IMPROVEMENTS plans and specifications shall be resolved in accordance with Section X of this AGREEMENT.

II. RIGHT OF WAY

- A. The acquisition or transfer of right of way is not required for the construction of the PACE IMPROVEMENTS pursuant to the approved plans and specifications. It will be constructed entirely on ILLINOIS TOLLWAY owned property. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the ILLINOIS TOLLWAY’s right of way.
- B. The PARTIES agree that PACE shall have use of the PROPERTIES for twenty five (25) years from the date the PACE IMPROVEMENTS are completed. It is also understood that the ILLINOIS TOLLWAY and PACE may agree in the future to extend the use of the PROPERTIES by written approval of both PARTIES.

- C. The ILLINOIS TOLLWAY reserves the exclusive right to restrict the use of its property to the “Park-n-Ride” facilities and to approve all improvements and enhancements to the properties.
- D. The ILLINOIS TOLLWAY also reserves the exclusive right to use portions of its properties as necessary, for maintenance and operations of the Toll Highway.

III. UTILITY RELOCATION

- A. At all locations where utilities are located on ILLINOIS TOLLWAY property and must be adjusted due to work proposed by PACE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). PACE agrees to reimburse the ILLINOIS TOLLWAY for any and all reasonable out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- B. In the event that the work proposed by PACE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, PACE shall reimburse the ILLINOIS TOLLWAY for the reasonable cost to locate, mark, design, protect, adjust and/or relocate the system.
- C. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PACE IMPROVEMENT limits and must be adjusted due to work proposed by PACE, PACE agrees to reimburse the ILLINOIS TOLLWAY for any and all reasonable out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the approved plans and specifications.
- B. PACE shall advertise and receive bids, award the contract(s), provide construction engineering inspections and cause the PACE IMPROVEMENTS to be constructed in accordance with the approved plans and specifications, and pursuant to the approved ILLINOIS TOLLWAY issued permit.
- C. After award of any of the PACE IMPROVEMENTS construction contract(s), any proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY shall be submitted to the ILLINOIS TOLLWAY for approval prior to commencing such work. The ILLINOIS TOLLWAY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the ILLINOIS TOLLWAY shall detail in writing its specific objections. If PACE receives no written response from the ILLINOIS TOLLWAY within thirty (30) calendar days after delivery to the ILLINOIS TOLLWAY of the proposed deviation, the proposed deviation shall be deemed approved by the ILLINOIS TOLLWAY.

- D. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY, PACE shall provide no less than five (5) calendar days written notice to the ILLINOIS TOLLWAY prior to commencement of work on PACE's PROJECT.
- E. The ILLINOIS TOLLWAY and its authorized agents shall have all rights of inspection (including pre-final and final inspection) during the progress of work included in the PACE IMPROVEMENTS that affects ILLINOIS TOLLWAY property. The ILLINOIS TOLLWAY shall assign personnel to perform inspections on behalf of the ILLINOIS TOLLWAY of all work included in the PACE IMPROVEMENTS that affects ILLINOIS TOLLWAY property.
- F. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. PACE shall give notice to the ILLINOIS TOLLWAY upon completion of 70% and 100% of all PACE IMPROVEMENT construction contracts to be subsequently maintained by PACE, and the ILLINOIS TOLLWAY shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. At the request of the ILLINOIS TOLLWAY, PACE'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 ILLINOIS TOLLWAY's representative shall give immediate verbal notice to PACE's representative of any deficiency, and shall thereafter deliver within ten (10) calendar days a written list identifying such deficiencies to PACE. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The ILLINOIS TOLLWAY shall perform such joint re-inspections within fourteen (14) calendar days after receiving notice from PACE that the deficiencies have been remedied.

V. FINANCIAL

- A. It is mutually agreed that the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs and that PACE agrees to pay all PACE IMPROVEMENT related engineering, construction engineering and construction costs.
- B. PACE shall pay the ILLINOIS TOLLWAY \$1.3 million dollars for design and construction of the eastbound and westbound ramps at Barrington Road, upon completion of the construction of those ramps.

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 PACE.
- B. 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 storm sewer cleaning and repair, including compliance with state laws and local ordinances.
 2. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of the exclusive PACE IMPROVEMENT lighting including power.
 3. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the Park-n-Ride facilities or ILLINOIS TOLLWAY rights 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.
- C. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only.
- D. 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.
- E. 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.
- F. 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 Engineer.
- G. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

- A. PACE agrees to maintain, or cause to maintain, the Park-n-Ride facilities as described in the recitals above in the PACE IMPROVEMENTS, in their entirety.
- B. The ILLINOIS TOLLWAY agrees to maintain, or cause to maintain, the PROJECT, including the westbound and eastbound access roads located along the ILLINOIS TOLLWAY mainline as part of the Barrington Road Interchange, in their entirety.
- C. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- D. PACE agrees to assume responsibility for any and all future reconstruction and maintenance of the PACE IMPROVEMENTS located at and on ILLINOIS TOLLWAY property, in its entirety.
- E. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to said PACE IMPROVEMENTS, then PACE hereby agrees, in its sole discretion, either to be financially responsible for the entire cost to modify, relocate or reconstruct said PACE IMPROVEMENTS in conjunction with the ILLINOIS TOLLWAY's proposed project or to terminate this AGREEMENT by written notice sent to the ILLINOIS TOLLWAY via registered mail. If PACE terminates this AGREEMENT, the provisions set forth in Section VIII. B. of this AGREEMENT shall apply.
- F. PACE agrees to maintain or cause to be maintained all landscape improvements constructed on ILLINOIS TOLLWAY property, including the eradication of all aggressive weed species and replacement of plant material as necessary, to the ILLINOIS TOLLWAY's satisfaction. In the event PACE fails to provide satisfactory care of the PACE IMPROVEMENTS and/or the landscaping on ILLINOIS TOLLWAY property, as determined by the ILLINOIS TOLLWAY, and any or all of the improvements constructed on the ILLINOIS TOLLWAY's property, PACE shall, at PACE's sole cost and expense, either correct the said deficiencies or with the approval of the ILLINOIS TOLLWAY and in accordance with the applicable portions of the ILLINOIS TOLLWAY's current Standard Specifications, remove the Park-n-Ride facility, the landscaping and/or other improvements built as part of the PACE IMPROVEMENTS within three hundred sixty five (365) calendar days of notice by the ILLINOIS TOLLWAY to PACE via registered mail, replacing it with sod or other materials as directed by the ILLINOIS TOLLWAY, restoring the ILLINOIS TOLLWAY's property to its previous condition (prior to construction of the PACE IMPROVEMENT). The ILLINOIS TOLLWAY shall thenceforward maintain or cause to be maintained its property. Should PACE find the continued maintenance of the ILLINOIS TOLLWAY's property beyond their financial or other means, PACE may remove the Park-n-Ride, and/or the landscaping and/or other improvements, replacing it as specified above with the ILLINOIS TOLLWAY similarly accepting the maintenance of its property subject to the aforescribed conditions.
- G. PACE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to

persons or property relating to the use, maintenance or reconstruction of the PACE IMPROVEMENTS.

- H. In the event PACE fails to maintain the Park-n-Ride facility, and/or the landscaping on ILLINOIS TOLLWAY property to ILLINOIS TOLLWAY standards, as determined by the ILLINOIS TOLLWAY, and any or all of the PACE IMPROVEMENTS constructed on ILLINOIS TOLLWAY property, in its entirety and the ILLINOIS TOLLWAY is required to maintain such Park-n-Ride facility, landscaping and any or all improvements constructed by PACE to protect the integrity of the ILLINOIS TOLLWAY property from imminent danger, PACE agrees to reimburse the ILLINOIS TOLLWAY for the reasonable cost of the emergency maintenance within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. Nothing herein is intended to prevent or preclude PACE from entering into reciprocal agreements in the future for the efficient removal of snow, ice, and debris or for incident management.
- B. In the event PACE cancels service along I-90 or abandons any of the Park-n-Ride facilities for twelve (12) consecutive months, PACE shall, at PACE's sole cost and expense and in accordance with the applicable portions of the ILLINOIS TOLLWAY's current Standard Specifications remove the Park-n-Ride facility within three hundred sixty five calendar days, the landscaping and/or other improvements built as part of the PACE IMPROVEMENT within ninety (90) calendar days of notice by the ILLINOIS TOLLWAY to PACE via registered mail, replacing it with sod or other materials as directed by the ILLINOIS TOLLWAY, restoring the ILLINOIS TOLLWAY's property to its previous condition (prior to construction of the PACE IMPROVEMENTS). The ILLINOIS TOLLWAY shall thenceforward maintain or cause to be maintained the ILLINOIS TOLLWAY's property.

IX. INSURANCE

- A. PACE shall maintain for the duration of the Park-n-Ride's facilities existence, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the operation and maintenance of the "Park-n-Ride" facility. All coverage beyond PACE's self-insurance must be with Insurance Companies with an A.M. Best Company financial rating of "A minus" or better.
- B. Minimum Scope of Insurance Coverage shall be at least as broad as:
 - 1. Commercial General Liability-including coverage for premises and operation, broad form property damage and contractual obligations. Policy coverage shall be on ISO occurrence form CG 00 01 12 04 or a substitute form providing equivalent protection.
 - 2. Business Automobile Liability-Covering owned hired and non-owned vehicles. Policy coverage shall be on the latest filed ISO occurrence form or a substitute form providing equivalent protection.

3. Worker's Compensation insurance as required by the State of Illinois.
 4. Excess/Umbrella Liability-Coverage will be over the limits provided through Commercial General Liability, Business Automobile Liability and Employers Liability Insurance.
- C. Limits of Insurance Limits of liability will provide for the following provisions. Minimum limits requirement may be fulfilled with those indicated or the higher limits carried by PACE:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and the general aggregate shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Worker's Compensation and Employers Liability: Statutory Limits with Employers Liability limit of \$500,000 per occurrence.
 4. Excess/Umbrella Liability-In addition to the limits of coverage specified in B (1), (2) and (3) above, not less than \$10,000,000 per occurrence and in annual aggregate per year will be maintained.
- D. The ILLINOIS TOLLWAY (Illinois State Toll Highway Authority) shall be named "Additional Insured" for the commercial general liability and automobile liability coverage. This coverage shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess.
- E. All deductibles or self-insured retentions must be declared and accepted by the Authority. Proof of insurance shall include originals of the applicable "additional insured" endorsements for approval of the ILLINOIS TOLLWAY. Any failure by the Authority to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.

X. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between Pace Suburban Bus and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that PACE shall have jurisdiction of the PACE IMPROVEMENTS. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, secure, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter

hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

- D. Wherever in this AGREEMENT approval or review by either PACE 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 PACE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Executive Director of PACE, or his designee, shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between PACE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the PACE IMPROVEMENTS, or a dispute concerning the plans and specifications for the PACE IMPROVEMENTS, the Chief Engineer of the ILLINOIS TOLLWAY and the Executive Director of PACE, or his designee, shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the PACE IMPROVEMENTS, the decision of the Executive Director of PACE shall be final as long as that decision does not delay delivery of the PROJECT, the PACE IMPROVEMENTS, or be detrimental to the maintenance and operation of the Toll Highway.
- H. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or PACE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or PACE unless such provision is waived in writing.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany Bohn, Assistant Attorney General, State of Illinois

RESOLUTION NO. 20418

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with PACE Suburban Bus (“Pace”) and the Illinois Department of Transportation (“IDOT”) regarding removal and replacement of two Pace bus stop shelter pads and installation of two new bus stop shelter pads as part of the Elgin-O’Hare Western Access Project. The new bus stops will be located on northbound Elmhurst Road north of Oakton Street, and on westbound Oakton Street west of Elmhurst Road on IDOT right of way.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority, PACE Suburban Bus, and the Illinois Department of Transportation in substantially the form attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.



Approved by: _____
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
PACE SUBURBAN BUS**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 2014, 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", and PACE SUBURBAN BUS, a suburban bus division of the Regional Transportation Authority of the State of Illinois, hereinafter called "PACE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the DEPARTMENT and the ILLINOIS TOLLWAY after extensive study and analysis agreed that the Elgin O'Hare Expressway should be rehabilitated, constructed and operated as a tolled facility; and

WHEREAS, the DEPARTMENT and the ILLINOIS TOLLWAY executed a Memorandum of Understanding on June 15, 2012 (hereinafter referred to as the "MOU" concerning the "Elgin O'Hare West Bypass"; and

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

WHEREAS, certain construction contracts occur within PACE's jurisdictional boundaries. This AGREEMENT includes the scope of improvements for ILLINOIS TOLLWAY Contract I-13-4617, Elmhurst Road/Oakton Street intersection, and Contract I-13-4618, Elmhurst Road and I-90 Interchange.

WHEREAS, the scope of work for ILLINOIS TOLLWAY Contract I-13-4617 includes the widening and reconstruction of the Elmhurst Road and Oakton Street intersection. The intersection will be reconstructed to accommodate dual left turn lanes on each leg of the intersection, traffic signal modernization and installation of emergency vehicle pre-emption. This contract also includes the removal and replacement of a PACE bus stop shelter pad along eastbound Oakton Street (south side of roadway) west of Elmhurst Road, drainage

improvements, pavement markings, signing, roadway lighting, replacing sidewalks and all other work necessary to complete the project; and

WHEREAS, the scope of work for ILLINOIS TOLLWAY Contract I-13-4618 includes the construction of a double crossover diamond (“DCD”) interchange at Elmhurst Road and I-90 and the reconstruction and widening of Elmhurst Road. The existing interchange at Elmhurst Road and I-90 will be reconstructed and will include the construction of four ramps and a new two-span bridge over I-90 (ILLINOIS TOLLWAY Bridge No. 533, DEPARTMENT Bridge No. 016-1507) that will carry northbound Elmhurst Road traffic over I-90. New traffic signals with emergency vehicle pre-emption will be installed at the north and south ramp intersections with Elmhurst Road and at the Landmeier Road and Elmhurst Road intersection. Elmhurst Road will be reconstructed and widened from north of the Higgins Road/Touhy Avenue intersection to south of Oakton Street, and a new bridge over Higgins Creek north of I-90 (DEPARTMENT No. 016-1508) will be constructed. The contract also includes the removal and replacement of a PACE bus stop shelter pad along southbound Elmhurst Road (west side of roadway) north of Higgins Creek, drainage improvements, pavement markings, signing, roadway lighting, replacing sidewalks, replacing shared use path, retaining wall, relocating municipal utilities, and all other work necessary to complete the project; and

WHEREAS, for purposes of this AGREEMENT, the above contracts shall collectively be referred to as the “PROJECT”; and

WHEREAS, the PROJECT necessitates the removal and replacement of the PACE bus stop shelter pads as described above and PACE requests that the ILLINOIS TOLLWAY include in its PROJECT the installation of two (2) new bus stop shelter pads on northbound Elmhurst Road (east side of roadway) north of Oakton Street and on westbound Oakton Street (north side of roadway) west of Elmhurst Road, on DEPARTMENT right of way, warranted by the increased average daily passenger activity at those stops; and

WHEREAS, the ILLINOIS TOLLWAY agrees to PACE's request to install the two (2) new bus stop shelter pads, on DEPARTMENT right of way, as it is consistent with the ILLINOIS TOLLWAY's overall transit vision/accommodations along the corridor; and

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

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

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

WHEREAS, PACE by virtue of its powers as set forth in the “Regional Transportation Authority Act” 70 ILCS 3615 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The final approved plans and specifications for the PROJECT have been delivered to the DEPARTMENT and PACE by the ILLINOIS TOLLWAY.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- E. The DEPARTMENT and PACE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the DEPARTMENT or PACE.
- F. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2013, 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 acquisition or transfer of permanent right of way interests is not required from the DEPARTMENT or PACE for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in PACE's, the DEPARTMENT's, or the ILLINOIS TOLLWAY's property or rights of way which

PACE, the DEPARTMENT or the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their respective highway systems. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the DEPARTMENT's and PACE's rights of way or of the ILLINOIS TOLLWAY's right of way.

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

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide all PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within their existing rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to ILLINOIS TOLLWAY facilities where they cross any other PARTY's highway rights of way; and 2) to PARTIES facilities improved as part of the PROJECT.
- C. The PARTIES agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within their respective existing rights of way where improvements to any of the PARTIES respective highways are proposed by any of the PARTIES 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 the other PARTIES jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the other PARTIES.
- E. At all locations where utilities are located on any PARTY's rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the respective PARTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY.

- F. At locations where one PARTY's utility is located on another PARTY's right of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the respective PARTY agrees to obtain from the other PARTY an approved permit for the facility, and to abide by all conditions set forth therein.
- G. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by any of the 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 PARTIES utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by any of the PARTIES or due to work proposed by the ILLINOIS TOLLWAY, the PARTY agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The PARTY agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- H. In the event that the work proposed by any of the PARTIES result in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the respective PARTY shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- I. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by any of the PARTIES, the PARTY in question agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect any of the PARTIES shall be submitted to the respective PARTY for approval prior to commencing such work. The PARTY 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 PARTY questioning the proposed deviation shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from any of the PARTIES within fifteen (15) calendar days after delivery to the PARTIES of the proposed deviation, the proposed deviation shall be deemed approved by the PARTY.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect any of the PARTIES, the ILLINOIS

TOLLWAY shall provide no less than five (5) calendar days' written notice to the PARTIES prior to commencement of work on the PROJECT.

- D. The ILLINOIS TOLLWAY shall require that all the PARTIES, and their agents, officers and employees are included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the PARTIES will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- E. 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 system. All PARTIES shall assign personnel to perform inspections on behalf of the respective PARTY of all work included in the PROJECT that affects the PARTY's system, and will deliver written notices to the Chief Engineer 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 any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to all PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the individual PARTY, and the PARTY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If any of the 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 PARTY. At the request of any of the 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 PARTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. 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 seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- H. 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 2013, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Any of the PARTIES may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

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

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety.
- B. The DEPARTMENT shall retain jurisdiction and maintenance responsibilities for Elmhurst Road and Oakton Street within the PROJECT limits. The ILLINOIS TOLLWAY and the DEPARTMENT's maintenance responsibilities for the Elmhurst Road bridges over I-90 are further detailed in the Intergovernmental Agreement executed on December 21, 1960, incorporated herein by reference. The details of the DEPARTMENT's maintenance responsibilities are further defined in a separate Agreement for this PROJECT involving other agencies not germane to this AGREEMENT.
- C. PACE agrees to assume ownership of, and maintain, or cause to maintain, all the bus stop shelter pads either replaced or installed new, or any other work the ILLINOIS TOLLWAY is including in the PROJECT for PACE at their request, in its entirety. It is also agreed that PACE shall cause installation of the actual bus shelters to the shelter pads at a later date. Pace shall maintain or cause to maintain the actual bus shelters.
- D. The PARTIES agree that each PARTY has the duty to perform, or cause to be performed, such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

- E. PACE 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 bus stop shelter pads and the bus shelters.
- F. If in the future, the TOLLWAY and/or the DEPARTMENT adopts a roadway or other improvement which requires modification, relocation or reconstruction to said bus stop shelter pads and the bus shelters, then PACE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said bus stop shelter pads and the actual bus shelters in conjunction with the DEPARTMENT's proposed improvement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within the respective PARTIES right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the respective PARTIES.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between Pace Suburban Bus, the Illinois Department of Transportation and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by any of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director/Region One Engineer of the DEPARTMENT and the Executive Director, or his/her designee of PACE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to

the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- F. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT in reference to PACE's bus stop shelter pads and/or the bus shelters, or a dispute concerning the plans and specifications for the bus stop shelter pads and/or the bus shelters, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director/Region One Engineer of the DEPARTMENT and the Executive Director, or his/her designee of PACE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the bus stop shelter pads and bus shelters, the decision of the Executive Director, or his/her designee of PACE shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- G. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT in reference to the locations of PACE's bus stop shelter pads and the bus shelters, on DEPARTMENT right of way, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director/Region One Engineer of the DEPARTMENT and the Executive Director, or his/her designee of PACE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the location of the bus stop shelter pads and bus shelters, on DEPARTMENT right of way, the decision of the Deputy Director/Region One Engineer of the DEPARTMENT shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. 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.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by any of 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 any of the PARTIES unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.

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

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

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

To PACE: Pace Suburban Bus
550 West Algonquin Road
Arlington Heights, Illinois 60005
Attn: Executive Director

O. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the other PARTIES under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

(This space intentionally left blank)

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

PACE SUBURBAN BUS

By: _____
Thomas J. Ross, Executive Director

Attest: _____

(Please Print Name)

Date:

THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
John A. Fortmann, P.E.
Deputy Director/Region One Engineer

Attest: _____

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany I. Bohn, Assistant Attorney General, State of Illinois

RESOLUTION NO. 20419

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased automatic coin machine (ACM) vaults for use in its toll collection system. Due to the recent installation of a new toll collection system, it has been determined that these ACM vaults are no longer needed and that they have only nominal scrap value to the Tollway. The New Jersey Turnpike Authority has indicated that the surplus ACM vaults can be used on its toll system and has expressed its desire to obtain them. The New Jersey Turnpike Authority will pay \$100 for the ACM vaults and will pay for shipping and handling. The transfer contemplated by this transaction is in the best interests of both agencies.

Resolution

The Chief of Business Systems and the General Counsel are authorized to negotiate an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the New Jersey Turnpike Authority in substantially the form attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.



Approved by: _____

Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
NEW JERSEY TURNPIKE AUTHORITY**

This Agreement is entered into this _____ day of _____, 2014, by and between The Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "Tollway", and the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey ("NJTA").

WITNESSETH:

WHEREAS, the Tollway has the exclusive power to design, construct, maintain and operate a system of toll highways in the State of Illinois; and

WHEREAS, the Tollway, in connection with the operation of the toll highway system, has implemented an electronic toll collection system as well as a toll violation enforcement system; and

WHEREAS, due to the recent installation of a new toll collection system, the Tollway is in possession of toll collection equipment that has been determined to be surplus to its needs and said equipment has been determined to be of little value other than nominal scrap value; and

WHEREAS, the NJTA is in need of said equipment for use on its system; and

WHEREAS, the Tollway has determined it to be in its best interest to convey said equipment to the NJTA; and

WHEREAS, the Tollway by virtue of its powers as set forth in "AN ACT in relation to the construction, operation, regulation, and maintenance of a system of Toll Highways, etc." 605 ILCS 10/1 *et seq.* is authorized to enter into this Agreement; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution and 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:

1. The Tollway agrees to convey to the NJTA a total of 45 automatic coin machine vaults, said automatic coin machine vaults being more fully described in the inventory attached hereto as Exhibit "A" ("Equipment"). In agreeing to this conveyance, the Tollway represents that it owns title to said Equipment free and clear of any claims, liens or encumbrances and that it has the right to convey said Equipment to the NJTA.
2. The NJTA agrees to accept the Equipment in "as is" condition for a total purchase price of \$100.00.

3. The Tollway shall be responsible for packing and shipping the Equipment and delivering same to the NJTA F.O.B. at the following destination:

New Jersey Turnpike Authority
 116 Crawford's Corner Road
 Holmdel NJ 07733

Shipment shall be made within 30 days of the execution of this Agreement.

4. NJTA agrees to reimburse the Tollway for the cost of packing and shipping of said Equipment from the Tollway to the NJTA's destination set forth above in an amount not to exceed \$2000. The Tollway shall invoice the NJTA for the \$100.00 purchase price of the Equipment and any costs incurred in packing and shipping the Equipment, without markup to the Tollway's actual costs. Within 30 days of receipt of said Equipment, NJTA shall pay such invoice..
5. The Tollway makes no representations as to the Equipment being fit for a particular purpose and the NJTA expressly agrees to indemnify and hold the Tollway, including its officers, directors and employees, harmless for any damages or losses of any kind and nature arising operation of the Equipment or the failure of the Equipment to operate.
6. Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing or electronically via email and shall be delivered personally or sent by (1) email, (2) messenger delivery, (3) express mail delivered by a courier or (4) registered or certified mail, return receipt requested, postage prepaid. The addresses and contact information for each Party is listed below:

Tollway	New Jersey Turnpike Authority
Executive Director Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515 Office (630) 241-6800 ext. 1000 Fax (630) 271-7559	Maura K. Tully Deputy General Counsel New Jersey Turnpike Authority P.O. Box 5042 Woodbridge, NJ 07095-5042 Office 732-750-5300, ext. 8719 Fax 732-750-5384

7. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.
8. This Agreement, including attached exhibits which are hereby incorporated by reference, incorporate all agreements and understandings between the Tollway and the NJTA as to the specific subject matter hereof, and no verbal agreements or understandings shall be

binding upon either the Tollway or the NJTA, and any addition, variation or modifications of this Agreement shall be ineffective unless made in writing and signed by the parties.

New Jersey Turnpike Authority

Illinois State Toll Highway Authority

Joseph W. Mrozek

Executive Director

Executive Director

Date

Date

ATTEST:

ATTEST:

Sheri Ann Czajkowski
Secretary to the Authority

Its: _____

Approved as to Form and Constitutionality

Attorney General for the State of Illinois



RESOLUTION NO. 20420

Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into a general utility relocation agreement with Wide Open West ("WOW") Internet Cable and Phone ("Utility Agreement"). WOW owns electronic communications infrastructure currently installed under and near Tollway right-of-way. The Utility Agreement defines the duties, responsibilities and procedures that will be followed with respect to any necessary relocation of WOW utilities.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into a Utility Agreement with WOW in substantially the form of the agreement attached to this Resolution and the Chairman or the Executive Director is hereby authorized and directed to execute the Utility Agreement.

Approved by: _____



Chair

GENERAL UTILITY AGREEMENT BETWEEN
THE ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY
AND
WIDE OPEN WEST (WOW)

THIS GENERAL AGREEMENT, (hereinafter referred to as the “AGREEMENT”) is entered into this ____ day of _____, AD, 20__ by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter called the “ILLINOIS TOLLWAY”), and WIDE OPEN WEST (WOW) INTERNET, CABLE AND PHONE a private corporation of the State of Illinois, (hereinafter called the “UTILITY”), individually referred to as “PARTY” and collectivity referred to as “PARTIES”

W I T N E S S E T H

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

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

WHEREAS, the PARTIES desire to cooperate in the MODIFICATIONS of the FACILITIES and construction of the PROJECTS or future improvements so that inconvenience to the public and interruptions to service are minimized and construction of the PROJECTS is expedited; and

WHEREAS, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002014-12; desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT, or future improvements; and

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

WHEREAS, Section 11 of the ACT requires utilities (as defined in the Public Utilities Act Illinois Compiled Statues, Chapter 20, Act 5, Section 10-101) currently in force: and incorporated by reference to MODIFY FACILITIES which the ILLINOIS TOLLWAY determines interfere with a Toll Highway PROJECTS; and

WHEREAS, Section 11 of the ACT requires that the ILLINOIS TOLLWAY ascertain and pay all necessary MODIFICATION costs of the UTILITY whose FACILITIES are so ordered modified. FACILITIES installed under a permit granted by the ILLINOIS TOLLWAY, or other agreement under which the UTILITY retains financial responsibility for the costs associated with any relocation shall be protected, adjusted, modified or removed in accordance with the provisions of this AGREEMENT; and

WHEREAS, it is appropriate and in the best interest of the PARTIES that they agree on the manner in which the necessary work to MODIFY the

FACILITIES shall be done, the costs incurred and credits due, the method and manner of ascertaining the costs, and credits, and making payment therefore, and the procedures for providing necessary rights-of-way for the FACILITIES which must be modified to accommodate the proposed PROJECTS; and

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

I. STATEMENT OF PURPOSE

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

II. NOTICE OF INTERFERENCE

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

B. The ILLINOIS TOLLWAY agrees to provide the UTILITY with plans, specifications, survey data, soil borings and other supplementary information relating to the PROJECTS as soon as available in order to

facilitate the design of the FACILITIES to eliminate the conflicts which may require MODIFICATIONS as part of the PROJECTS.

III. OTHER GOVERNMENTAL IMPROVEMENTS

- A.** This AGREEMENT is not intended to alter the terms of any previously issued permits or prior agreements between the UTILITY and any local government, county, governmental agency or departments relating to utility occupancies or relocations. Improvements to FACILITIES under the jurisdictions of a local government, county, governmental agency or departments may be required in addition to ILLINOIS TOLLWAY PROJECTS. This work (hereinafter referred to as “OTHER GOVERNMENTAL IMPROVEMENTS”) may include, but is not limited to, improvements to traffic lanes, intersections, approaches, exit and entrance ramps, lighting, and drainage systems.
- B.** OTHER GOVERNMENTAL IMPROVEMENTS may be incorporated into the ILLINOIS TOLLWAY construction contracts.
- C.** After the issuance of the Notice of Interference, but before the approval of the Order for Utility Work, the ILLINOIS TOLLWAY shall notify the UTILITY if a portion of their MODIFICATIONS, are required due to OTHER GOVERNMENTAL IMPROVEMENTS.
- D.** The TOLLWAY shall not be obligated to reimburse the UTILITY for the cost of any MODIFICATIONS of the FACILITIES which the UTILITY is directed to make for the benefit of another local government, county, governmental agency or department due to OTHER GOVERNMENTAL IMPROVEMENTS and which are not required for the construction, operation, or maintenance of the ILLINOIS TOLLWAY.
- E.** The PARTIES further agree that the MODIFICATIONS of FACILITIES made necessary by OTHER GOVERNMENTAL IMPROVEMENTS which are the subject of a NOI, while they may not be subject to ILLINOIS TOLLWAY reimbursement, the MODIFICATIONS shall be identified, designed,

constructed, and carried out in accordance with the terms and conditions of this AGREEMENT.

- F.** Any reimbursement received by the ILLINOIS TOLLWAY from a local government, county, governmental agency or department for utility work due to OTHER GOVERNMENTAL IMPROVEMENT which is included in the ILLINOIS TOLLWAY construction contracts and not subject to reimbursement by the TOLLWAY, shall whenever possible, be passed on to The UTILITY.
- G.** The UTILITY shall specifically designate the part or percentage of the MODIFICATIONS made necessary by the PROJECT (and reduced by the proposed OTHER GOVERNMENTAL IMPROVEMENTS) for which it seeks reimbursement by the ILLINOIS TOLLWAY in accordance with the terms and conditions of this AGREEMENT.

IV. ORDER FOR UTILITY WORK

- A.** Upon receipt of the “NOI” and after such supplementary information as may reasonably be required by the UTILITY to prepare a detailed plan to MODIFY its FACILITIES, the UTILITY shall prepare and submit to the ILLINOIS TOLLWAY the completed “Order for Utility Work” (in a form similar to Exhibit “B”) with the following completed documents:
 - 1. Completed Order for Utility Work form.
 - 2. Plan and profile detailing the work required.
 - 3. Plan and profile for temporary facilities (if required).
 - 4. Cost Estimate for the MODIFICATIONS; and
 - 5. Schedule to perform the work
 - 6. Time estimate to perform each phase of the work and time estimates for any required temporary or staged construction.
 - 7. Percentage of reimbursement due to OTHER GOVERNMENTAL IMPROVEMENTS.
- B.** The UTILITY shall prepare and submit an “Order for Utility Work” to the ILLINOIS TOLLWAY for each FACILITY or group of FACILITIES designated by a separate Utility Job Number.
- C.** The UTILITY’S submittals shall detail the locations in plan and profile of existing and proposed FACILITIES, including any temporary

construction, staged construction and right-of-way that may be required. If the relocation of the FACILITIES is necessary, the ILLINOIS TOLLWAY shall determine the sites within the right-of-way to which the FACILITIES shall be relocated, taking into consideration the costs of relocation to various proposed sites and the UTILITY'S site preferences, maintenance and access requirements.

D. The Cost Estimate to MODIFY the FACILITIES for each Utility Job Number shall include, but shall not be limited to, the following:

1. The UTILITY's Engineering Costs;
 - a. Engineering Expense.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
2. The UTILITY's Labor Costs;
 - a. Labor Expense.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
3. Materials and Supplies;
 - a. Estimated itemized quantities.
 - b. Estimated cost of each item.
 - c. Inventory and Handling costs.
4. Contractor Charges;
5. Motor Vehicle and Equipment Costs breakdown.
6. Estimated costs of temporary or staged FACILITIES.
7. Estimated cost of construction and environmental permits.
8. Estimated costs of additional right-of-way.
9. Credit for betterment of FACILITIES.
10. Credit for salvage.
11. The reimbursable percentage associated with OTHER GOVERNMENTAL IMPROVEMENTS as outlined in this AGREEMENT

E. The cost estimate shall include only the cost to MODIFY FACILITIES identified by a "Utility Job Number" issued by the ILLINOIS TOLLWAY. The UTILITY shall not purchase right-of-way or property rights for the MODIFICATIONS of its FACILITIES without prior additional written approval by the Chief Engineer of the ILLINOIS TOLLWAY. The approval of the Order for Utility Work and cost estimate shall not be deemed an approval to purchase property or property rights.

- F.** The UTILITY shall submit to the ILLINOIS TOLLWAY an estimate of time required to perform all major phases of the work including any time required for temporary or staged construction and shall note any other time limitations applicable to the work to the extent known.
- G.** The UTILITY shall state, as part of the estimate, the method that will be used to perform the work (in-house company forces, independent contractor, performing maintenance or blanket contractor).
- H.** The cost estimate shall not include a profit to the UTILITY and shall be signed by a duly authorized representative of the UTILITY who shall certify that the estimate constitutes an accurate statement of all anticipated costs associated with the proposed work.
- I.** If the UTILITY desires to replace the FACILITY, or a portion thereof, with FACILITY of increased capacity (betterments), or if the FACILITY includes other betterments, the estimate shall include cost of those betterments and the UTILITY shall not be entitled to reimbursement for the betterments unless the relocation cannot be carried out or performed without the installation of inclusion of such betterments. The cost of the betterments shall be shown on the cost estimate as a credit and is not reimbursable.
- J.** Upon request, the UTILITY shall make available to the ILLINOIS TOLLWAY any explanations, documents, plans, or other information as may be reasonably required for a complete review of the proposed plans and estimates to MODIFY the FACILITIES.
- K.** The ILLINOIS TOLLWAY shall indicate its approval of the plans and estimates by executing the “Order for Utility Work” (exhibit “B”). The UTILITY shall then proceed in accordance with this Agreement.

V. TOLLWAY OPTION TO PERFORM THE WORK

- A.** The UTILITY may include a portion or all of the MODIFICATIONS in the ILLINOIS TOLLWAY construction contract. In this event, the PARTIES shall enter into a separate Utility Work Order relative to these

MODIFICATIONS. The UTILITY shall notify the ILLINOIS TOLLWAY of its intent to include the work in the ILLINOIS TOLLWAY PROJECT(S) construction contract(s). The UTILITY shall submit revised cost estimates with all such portions of the work deleted and adjusted where necessary.

VI. PRE-CONSTRUCTION

- A.** The PARTIES shall cooperate in identifying needs, exchanging information, and assessing progress during the preparation of plans.
- B.** The UTILITY may perform the work required by the ILLINOIS TOLLWAY for each Utility Job Number by using its own forces or an independent outsourced contractor selected after a competitive bidding process.
- C.** The bid documents shall require the UTILITY'S Contractor to perform the work within the schedule established by the construction contract. The ILLINOIS TOLLWAY requires competitive bidding of proposals for any portions of the work other than work performed by in-house employees. Upon receipt of all bids resulting from the competitive bidding process and prior to awarding the contracted work, the UTILITY shall promptly submit bid tabulation spread sheets and the three lowest responsible bids to the ILLINOIS TOLLWAY for review. The ILLINOIS TOLLWAY shall review and approve all proposed contracts and contractors. Such review and approval by the ILLINOIS TOLLWAY shall not be unreasonably withheld or delayed. In the event that UTILITY desires to award the contract to a company with a bid other than the lowest responsible bidder, the UTILITY shall provide a written explanation to the ILLINOIS TOLLWAY.
- D.** The UTILITY shall advertise and receive bids, provide construction engineering inspections and cause the FACILITIES work to be constructed in accordance with the ILLINOIS TOLLWAY approved Order for Utility Work.

VII. NOTICE TO PROCEED

- A.** The UTILITY shall not proceed with the construction of any MODIFICATION work under a Utility Job Number until it has received a written “Notice to Proceed” (similar in form to Exhibit "C"), from the ILLINOIS TOLLWAY. The “Notice to Proceed” shall specify a reasonable time within which the work is to be done. The UTILITY shall use its best efforts to complete the work in the specified amount of time and in conjunction with the approved construction schedule.
- B.** The ILLINOIS TOLLWAY shall not be obligated to issue the “Notice to Proceed” until the UTILITY or its contractors have provided copies of all documents, bonds and insurance certificates on forms reasonably satisfactory to the ILLINOIS TOLLWAY which shows the ILLINOIS TOLLWAY as a protected party and as an additional named insured as required by this Agreement, the plans and specifications, or by law. The ILLINOIS TOLLWAY shall not be obligated to issue a “Notice to Proceed” until sufficient right-of-way has been acquired for the MODIFICATION of the FACILITIES.

VIII. SCHEDULING AND COORDINATION

- A.** The UTILITY shall cooperate, and shall also require its contractors to cooperate, with the ILLINOIS TOLLWAY and all the contractors and subcontractors of the ILLINOIS TOLLWAY to ensure that construction of the PROJECTS progress as expeditiously as possible with minimal interference to ILLINOIS TOLLWAY operations.
- B.** The ILLINOIS TOLLWAY shall cooperate, and shall also require its contractors to cooperate, with the UTILITY and all the contractors and subcontractors of the UTILITY to ensure that the relocation of

FACILITIES shall progress as expeditiously as possible with minimal interference to any of the UTILITY'S operations.

- C.** The UTILITY reserves the right to proceed with such work as may be required to protect and insure the safe and efficient operation of the FACILITIES.

IX. PERFORMANCE OF THE WORK

- A.** The UTILITY shall perform the work in accordance with the approved Order for Utility Work in conjunction with the approved plans and cost estimates. All work shall comply with the approved plans, applicable statutes, codes and safety standards of general applicability in the industry for the type of work involved.
- B.** All work performed by the UTILITY within the ILLINOIS TOLLWAY'S right-of-way shall comply with the ILLINOIS TOLLWAY'S applicable Standard Specifications and the ILLINOIS TOLLWAY'S Policy on the Accommodation of Utilities to the extent not inconsistent with this Agreement. Copies of any such applicable Specifications or Policies will be provided to the UTILITY by the ILLINOIS TOLLWAY upon request.

X. CHANGES IN THE WORK

- A.** The UTILITY shall give written notice to the Chief Engineer of any changes from the approved plans and cost estimates or any unscheduled or extra work required with respect to a Utility Job Number. Such changes or extra work shall be approved in writing by the Chief Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.
- B.** In the event the UTILITY'S Contract does not contain unit prices for the unscheduled or extra work to MODIFY the FACILITIES, the cost of any

change in the approved final plans or the cost of extra work shall be negotiated between the UTILITY and its Contractor and subject to approval by the ILLINOIS TOLLWAY.

- C.** If the ILLINOIS TOLLWAY and the UTILITY cannot agree on the negotiated additional charges for proposed field changes or extra work and the UTILITY elects to proceed with the work in dispute, the UTILITY shall keep separate and complete records of the time and materials and other related costs required to perform the work in dispute. Nothing herein shall prevent the UTILITY from completing the extra work or field changes at its sole cost and expense. In this event, extra work submitted for reimbursement shall be negotiated based upon the applicable rates used within the “Schedule of Average Annual Equipment Ownership Expense” published by the Illinois Department of Transportation (IDOT).
- D.** The Chief Engineer of the ILLINOIS TOLLWAY reserves the right to disallow proposed field changes or extra work and direct the UTILITY to stop work in connection with a Utility Job Number if continuation of the work results in a substantial increase in costs or disrupts the construction of the PROJECTS. However, the UTILITY may continue the work if necessary to restore or maintain service to its customers.

XI. REMOVAL OF EQUIPMENT AND SALVAGE

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

XII. RECORD DOCUMENTS

- A.** The UTILITY shall provide the ILLINOIS TOLLWAY with one (1) set of reproducible full size (24" x 36") and one set of reduced size (11" x 17") as-built record drawings and specifications for each permanent FACILITY located within the ILLINOIS TOLLWAY'S right-of-way within ninety (90) calendar days after completion of work on the FACILITIES.
- B.** It is understood and agrees that this AGREEMENT constitutes a complete and exclusive understanding between the PARTIES relative to the design, construction and the reimbursement of cost for relocation of the FACILITIES for the PROJECT. Further, the PARTIES may have prior agreements and/or anticipate subsequent agreements pertaining to RIGHT of Entry, Permits and /or Contracts for Sale which shall remain in force and be governed by these previously approved documents.

XIII. INSURANCE

- A.** The UTILITY agrees to procure and maintain, or, with respect to operations undertaken by its contractors, to cause its contractors to procure and maintain, insurance of the kinds and amounts specified herein, with insurance companies rated A - or better by AM Best and authorized to transact insurance business in the State of Illinois, covering all operations undertaken pursuant to any order for MODIFICATIONS of the FACILITIES given by the ILLINOIS TOLLWAY under the terms of this Agreement. Before commencing any such work, the UTILITY shall furnish the certificates of insurance satisfactory to the ILLINOIS TOLLWAY, which shall provide that thirty (30) days prior

written notice will be given to the ILLINOIS TOLLWAY in the event of cancellation. The ILLINOIS TOLLWAY'S failure to request certificates of insurance or insurance policies do not constitute a waiver of the obligations and requirements to maintain the minimal coverage specified as stated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS.

B. The UTILITY shall maintain the insurance requirements as well as third party liability insurance covering bodily injury and property damage with coverage and limits as specified in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27. All independent and outsourcing contracts and contractors for the UTILITY shall have and maintain the insurance limits as associated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27 and have the ILLINOIS TOLLWAY named as additionally insured.

C. In lieu of procuring and maintaining insurance as provided in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS (section 107.27), if the UTILITY is self-insured for any of the risks for which insurance is required, must furnish the ILLINOIS TOLLWAY with evidence of its financial responsibility to undertake such self-insurance, which is reasonably satisfactory to the ILLINOIS TOLLWAY, and with CERTIFICATE of self-Insurance.

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

TOLLWAY for property losses of the UTILITY on account of work being performed by the UTILITY and its Contractors.

XIV. INDEMNIFICATION

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

XV. SUBMISSIONS OF COSTS AND BILLING

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

representatives of: the ILLINOIS TOLLWAY, the Auditor General, the Executive Inspector General, and the State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The UTILITY and its contractors and subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the ILLINOIS TOLLWAY under the contract for which adequate books and records are not available to support the purported disbursement. The UTILITY or subcontractors shall not impose a charge for audit or examination of the UTILITY's books and records. See 30 ILCS 500/20-65.

XVI. PAYMENT

- A.** After the UTILITY has submitted an approved invoice for reimbursement with all required supporting statements and documentation, the ILLINOIS TOLLWAY shall promptly reimburse the UTILITY for its substantiated costs for the MODIFICATION of the FACILITIES covered by each Utility Job Number. Periodic or partial payments and invoicing shall be permitted for materials and supplies delivered with work completed. The UTILITY shall also submit, prior to payment, any additional information reasonably requested by the ILLINOIS TOLLWAY.
- B.** Final payment by the ILLINOIS TOLLWAY for the cost of eligible reimbursable utility work performed on each Utility Job Number or improvement shall constitute full payment for the performance of its obligation to pay money, full satisfaction of any and all claims for payment of money which the UTILITY may have against the ILLINOIS TOLLWAY arising from the Utility Job Number or improvement set forth

in this AGREEMENT.

- C.** The UTILITY shall submit a final invoice within one (1) year of the completion of work on each Utility Work Order unless prior arrangements are made to extend the time period due to unforeseen circumstances. The final invoice shall be marked “FINAL INVOICE” and shall state the date on which the last work was performed or the last item of billed expense was incurred.

XVII. FUTURE REMOVALS OR RELOCATIONS

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

XVIII. MODIFICATIONS

- A.** This Agreement is not subject to modification except in writing, executed by the duly authorized representatives of the PARTIES.
- B.** It is understood and agrees that this AGREEMENT constitutes a complete and exclusive understanding between the PARTIES relative to the design, construction and the reimbursement of cost for relocation of the FACILITIES for the PROJECT. Further, the PARTIES may have prior agreements and/or anticipate subsequent agreements pertaining to Right of Entry, Permits and /or Contracts for Sale which shall remain in force.

XIX. TERMINATION

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

XX. GENERAL PROVISIONS

- A.** This Agreement, and all the rights and duties of the parties arising from

or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois. Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought in DuPage County, Illinois.

- B.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- C.** Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a private entity, whose mailing address is _____.
- D.** This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES hereto.
- E.** This Agreement shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- F.** The failure by the ILLINOIS TOLLWAY or the UTILITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the UTILITY unless such provision is waived in writing.

NOTICES

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

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

DRAFT

To: Wide Open West (WOW) Internet, Cable & Phone
1030 National Parkway
Schaumburg, Illinois 60173
Attn: Brian Hurd

EXHIBITS

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

- Exhibit A: Notice of Utility Interference.
- Exhibit B: Order for Utility Work.
- Exhibit C: Notice to Proceed.

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Kristi Lafleur, Executive Director

ATTEST: _____ Date: _____
Secretary

WIDE OPEN WEST (WOW) INTERNET, CABLE & PHONE

By: _____ Date: _____
Brian Hurd

ATTEST: _____ Date: _____
Secretary

DRAFT

Approved as to Form and Constitutionality

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

General Utility Agreement Revised doc._05.29.2014

EXHIBITS

"A" – NOTIFICATION OF UTILITY INTERFERENCE

"B" – ORDER FOR UTILITY WORK

"C" – NOTICE TO PROCEED – UTILITY WORK

DRAFT

EXHIBIT A

Utility Job Number _____

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

Date _____
(Utility or Municipality)

Address

City, State, Zip

Dear Sir,

This is notification that your facilities consisting of

BRIEF DESCRIPTION OF FACILITIES

Location _____

GENERAL LOCATION OF INTERFERENCE

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

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

This interference has been assigned UTILITY JOB NUMBER _____

Recommended for Notification this _____ day of _____ of 20 _____

By _____ By _____
DESIGN SECTION ENGINEER ISTHA UTILITY SECTION

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____
CHIEF ENGINEER

EXHIBIT B

Utility Job Number _____

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

The _____ hereby requests authority to do such work as shown on
(Utility or Municipality)

the attached drawings and identified by Utility Job Number _____ in accordance with the
terms and conditions of the Utility Agreement dated _____, 20 ____ and the
Supplemental Provisions and Restrictions as may be hereinafter set forth:

Final Plans, a detailed cost estimate, and time estimate to perform the utility work are attached.

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

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

The estimated time to complete the work is _____ days.

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

Signature Title

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

Design Section Engineering Signature

Tollway Utility Section

Approved and Ordered for Construction this _____ day of _____, 20 ____ .

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____
Chief Engineer



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
NOTICE TO PROCEED - UTILITY WORK

Date _____
(Utility or Municipality)

Address

City, State, Zip

Gentlemen:

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

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

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

Sincerely,

Chief Engineer

RESOLUTION NO. 20421
AMENDING RESOLUTION NO. 19587

Background

The Illinois Treasurer's Office has an agreement with American Express for credit card services. It includes favorable terms to which the Tollway was previously provided an opportunity to participate. The Treasurer's agreement expires on November 17, 2019.

In December of 2011, the Board passed Resolution 19587 approving an Intergovernmental Agreement with the Treasurer's Office allowing the Tollway to share the terms of the Treasurer's agreement with American Express. At the time, the Board granted its authority for the Tollway to participate in the underlying agreement through December 31, 2014. It also approved \$9,000,000 in spending authority.

This Amendment to Resolution 19587 will allow the Tollway to continue to enjoy the benefits of the Treasurer's American Express agreement for an additional three years. The Amendment also approves additional spending authority.

Resolution

An Amendment to Resolution 19587 is approved allowing the Tollway to continue its Intergovernmental Agreement with the Treasurer's Office for American Express credit card services through December 31, 2017, and approval is hereby provided for funding estimated to pay the associated American Express fees, during the stated continuation period, in an amount not to exceed \$10 million.



Approved by: _____

Chair

RESOLUTION NO. 20422

Background

The Tollway has an existing pool of ten 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. One of the firms, Michael Best & Friedrich LLP (“Michael Best”), has consented to the assignment of its contract to perform such services, following a former partner’s move to the firm of Polsinelli, P.C. Polsinelli will, therefore, substitute into the bond counsel pool for Michael Best, with the approval of the Tollway’s Procurement and Law departments, and the Tollway State Purchasing Officer.

Resolution

The General Counsel is authorized to finalize an appropriate contract with the Polsinelli P.C. law firm and seek the firm’s necessary appointment from the Attorney General as Special Assistant Attorney General and to thereafter select, on an as needed basis, such firm 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 firm of Michael Best is to no longer be considered a member of the current pool of firms to provide such services. The Chair or the Executive Director, and the General Counsel as may be appropriate, is authorized to execute any documents necessary to appoint the Polsinelli firm to the current bond counsel pool, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____
Chair