

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



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DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: IGA with IL State Toll Highway Authority for improvement

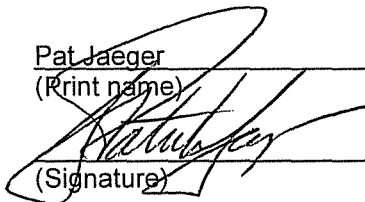
Of Randall Road over I-90

Res. 13-144

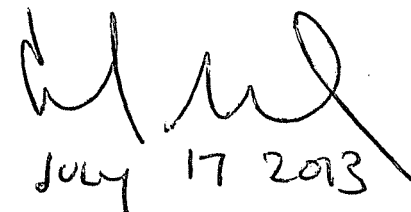
Submitted by: Carl Schoedel

Date Submitted: April 5, 2013

Examined by: Pat Jaeger
(Print name)


(Signature)

04-08-13
(Date)


July 17 2013

RECEIVED

JUL 19 2013

KANE COUNTY BOARD

Post on the Web: YES NO Atty. Initials 

Comments:

Chairman signed: YES NO 7/22/13
(Date)

Document returned to: sent to Clerk for signature/seal
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 144

**APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND THE COUNTY OF KANE
FOR THE IMPROVEMENT OF THE
RANDALL ROAD (C.H. NO. 34) BRIDGE OVER I-90**

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes the County of Kane (hereinafter "Kane") and the Illinois State Toll Highway Authority (hereinafter "ISTHA") to cooperate in the performance of their respective duties and responsibilities by contract and the other agreements; and

WHEREAS, Kane and ISTHA, in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to improve the bridge superstructure of the Kane County Highway No. 34 (also known as "Randall Road") Bridge over I-90 (hereinafter the "Project"); and

WHEREAS, Kane and ISTHA desire to enter into an intergovernmental agreement (a copy of which is on file with the County Clerk's Office) for the Phase III Construction of the Project; and

WHEREAS, Kane and ISTHA have determined a mutually satisfactory allocation of responsibilities and all costs for the Project as set forth in the intergovernmental agreement; and

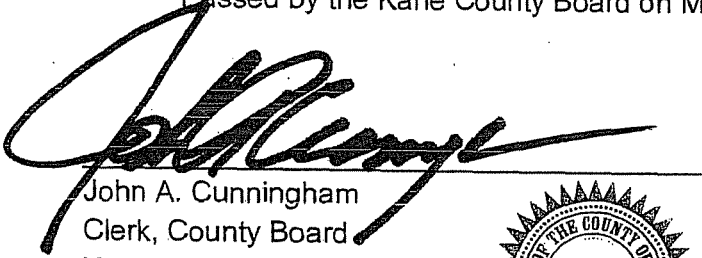
WHEREAS, Kane County's financial participation in the Phase III Construction is estimated to be \$47,916.00 which represents the County's estimated share of the Project cost plus a 20% contingency.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby approve an intergovernmental agreement between the County of Kane and the Illinois State Toll Highway Authority and that the Kane County Board Chairman is hereby authorized to execute an intergovernmental agreement for the Phase III Construction of the Project.

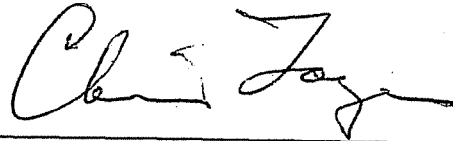
BE IT FURTHER RESOLVED that the Kane County Board hereby appropriates the sum of Forty Seven Thousand Nine Hundred Sixteen Dollars (\$47,916.00) from Transportation Sales Tax Fund #305, Line Item #73010 (Bridge Construction) for the County's share of the cost of the Project.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
305.520.527.73010	Bridge Construction	Yes	Yes	

Passed by the Kane County Board on May 14, 2013.



John A. Cunningham
Clerk, County Board
Kane County, Illinois




Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



Vote: 21
Yes
0
No
0
Voice
0
Abstentions 0

5RND I-90 ISTHA IGA.4LH

STATE OF ILLINOIS
COUNTY OF KANE
DATE May 22, 2013
I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois

John A. Cunningham, Kane County Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF KANE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of ____ AD, 2013, 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 COUNTY OF KANE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY". The COUNTY and the TOLLWAY are, each hereinafter individually referred to as a "PARTY", and collectively referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the TOLLWAY in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous of improving the Jane Addams Tollway (I-90) from U.S. Route 20 to the Elgin Plaza (hereinafter sometimes referred to as the "Toll Highway"). The desired improvements include work on the Kane County Highway No 34 (also known as Randall Road) Bridge over the Toll Highway (hereinafter the "Bridge") which improvements are part of TOLLWAY construction contract(s) including but not limited to Contract I-13-4115 (hereinafter referred to as the "PROJECT"). The improvements include the following:

Minor structural repairs including epoxy crack injections at piers and abutments. Performing formed concrete repairs at piers and abutments with crash wall modification at the piers. Encase the "Raymond Piles" columns with a 6 inch thick concrete jacket. Clean and paint the bearings. Clean the bearing seats, and by performing any other work in accordance with the approved plans and specifications; and

WHEREAS, the COUNTY requests that the TOLLWAY include in the PROJECT the replacement of the expansion joint strip seals on the Bridge's abutments; and

WHEREAS, the TOLLWAY agrees to the COUNTY's request to replace the expansion joint strip seal; and

WHEREAS, the TOLLWAY and the COUNTY 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 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 COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 *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 TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated.
- B. The COUNTY shall review the plans and specifications which impact the COUNTY's maintained highway (Randall Road) within fifteen (15) calendar days of receipt thereof. If the TOLLWAY does not receive comments or objections from the COUNTY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the COUNTY's maintained highways. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the TOLLWAY. Notwithstanding, any disapproval by the COUNTY, the TOLLWAY after considering the COUNTY's objections shall proceed as the Chief Engineer of the TOLLWAY deems appropriate.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the COUNTY by the TOLLWAY.
- E. The 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.

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

II. RIGHT OF WAY

- A. The acquisition or transfer of right of way is not required for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the COUNTY's right of way or of the TOLLWAY's right of way.
- B. In the event, the TOLLWAY identifies areas of the COUNTY's right of way needed for the TOLLWAY to enter, access and use to allow the TOLLWAY and/or its contractor(s) to complete the PROJECT, the COUNTY shall allow the TOLLWAY and its contractors to utilize said right of way. In addition, the COUNTY shall waive the contractor's surety bonding requirement. The TOLLWAY agrees upon completion of the PROJECT, that those areas of the COUNTY's right of way used are to be restored to an "as good as – or – better" than pre-construction condition.

III. UTILITY RELOCATION

- A. The TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to TOLLWAY facilities where they cross COUNTY highway rights of way; and 2) to COUNTY facilities improved as part of the PROJECT.
- C. The COUNTY agrees to make arrangements for and issue all utility permits for COUNTY rights of way for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing COUNTY rights of way where improvements to COUNTY highways are proposed by the COUNTY to be done in conjunction with the PROJECT, at no expense to the TOLLWAY.
- D. The TOLLWAY agrees to make arrangements for and issue all utility permits for PROJECT required adjustments to utility facilities located on existing TOLLWAY rights of way, and on proposed TOLLWAY rights of way which are outside areas of COUNTY jurisdiction, where improvements to TOLLWAY

facilities are proposed to be done as part of the PROJECT, at no expense to the COUNTY.

- E. At all locations where utilities are located on COUNTY rights of way and must be adjusted due to work proposed by the TOLLWAY, the COUNTY agrees to cooperate with the TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the TOLLWAY. The TOLLWAY agrees to reimburse and/or credit the COUNTY for any and all out of pocket costs the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.
- F. At all locations where utilities are located on TOLLWAY rights of way and must be adjusted due to work proposed by the COUNTY, the TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). The COUNTY agrees to reimburse the TOLLWAY for any and all out of pocket costs the TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted. At all locations where the COUNTY's utilities are located on TOLLWAY rights of way and must be adjusted due to work proposed by the COUNTY, the work shall be governed by the provisions set forth in the original agreement, and to abide by all conditions set forth therein.
- G. In the event that the work proposed by the COUNTY results in a conflict with the TOLLWAY's fiber optic cable system, the COUNTY shall reimburse the TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- H. At all locations where the TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the COUNTY, the COUNTY agrees to reimburse the TOLLWAY for any and all out of pocket costs the TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The TOLLWAY shall advertise and receive bids, obtain COUNTY concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the COUNTY as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the COUNTY shall be submitted to the

COUNTY for approval prior to commencing such work. The COUNTY 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 COUNTY shall detail in writing its specific objections. If the TOLLWAY receives no written response from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed deviation, the proposed deviation shall be deemed approved by the COUNTY. Notwithstanding any disapproval by the COUNTY, the TOLLWAY may, after considering the COUNTY's objections, proceed as the Chief Engineer of the TOLLWAY deems appropriate.

- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY, the TOLLWAY shall provide no less than five (5) calendar days' written notice to the COUNTY prior to commencement of work on the PROJECT.
- D. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY's system. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY's system, and will deliver written notices to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The TOLLWAY shall give notice to the COUNTY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the COUNTY, and the COUNTY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the COUNTY does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the parties hereto, the PROJECT shall be deemed accepted by the COUNTY. At the request of the COUNTY, the 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 COUNTY's representative shall give immediate verbal notice to the 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 TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the TOLLWAY that the deficiencies have been remedied.

- G. The 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 TOLLWAY Supplemental Specifications for construction, issued on February 7, 2012 or the Canceled Items provision in the applicable version of the Illinois State Toll Highway Authority's Standard or Supplemental Specifications.

V. FINANCIAL

- A. Except as otherwise identified herein, the TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the COUNTY as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs. It is further agreed that construction engineering shall be computed as 10% of actual construction costs and mobilization shall be 6% of actual final construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the COUNTY is \$33,000 for construction costs, \$1,650 (5% of construction costs) for preliminary and design engineering, \$3,300 (10% of construction costs) for construction engineering and \$1,980 (6% of construction costs) for mobilization, for a total estimated cost of \$39,930.
- D. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the requested expansion joint strip seal replacement described in the preambles of this AGREEMENT.
- E. The COUNTY agrees that upon award of the contract for this improvement and receipt of an invoice from the TOLLWAY, the COUNTY will pay to the TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- F. Either the COUNTY or the TOLLWAY may request, after the construction contract(s) are let by the 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 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 TOLLWAY. With respect to this AGREEMENT, it means the COUNTY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - D. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - E. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 - F. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 - G. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 - H. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- I. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.

- J. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- K. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other 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.
- L. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- M. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- N. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- O. These are three types of bridge structures that intersect the TOLLWAY rights of way:
- Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
- Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
- Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and the COUNTY shall retain jurisdiction and maintenance responsibilities for Randall Road in its entirety. The PARTIES maintenance responsibilities are further detailed in the Intergovernmental Agreements executed on June 29, 1989 and November 14, 1995, which are referred hereto by reference.
- B. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph O above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 3	Randall Road

- C. The PARTIES agree that the TOLLWAY reserves the right to review and comment on the following:
 - i. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
 - ii. The permitting of any and all loads traversing a grade separation structure over the TOLLWAY that exceed the limits set forth in 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.604 (Practical Maximum Weights);
 - iii. The permitting of any and all loads traversing a grade separation structure over the TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves).
- D. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the COUNTY shall continue to maintain all portions of the PROJECT within the COUNTY's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. The COUNTY and the TOLLWAY agree that when removing snow and ice from the roadways under their respective jurisdiction that, such removal shall be

accomplished in such a manner as not to block or obstruct any roadway of the other party.

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

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the County of Kane and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the TOLLWAY shall have jurisdiction of I-90. The COUNTY shall retain jurisdiction of Randall Road traversed or affected by I-90. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the COUNTY or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the COUNTY and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY and the Director of Transportation/County Engineer of the COUNTY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.

- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006585 and it is doing business as a governmental entity, whose mailing address is Kane County Division of Transportation, 41W011 Burlington Road, St. Charles, Illinois 60175.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the TOLLWAY or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the TOLLWAY or the COUNTY 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:

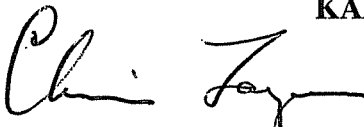
To the TOLLWAY: The Illinois Toll Highway Authority
 2700 Ogden Avenue
 Downers Grove, Illinois 60515
 Attn: Chief Engineer

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

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

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

KANE COUNTY

By: 
 Christopher J. Lauzen, Chairman
 Kane County Board

Attest: _____
 John A. Cunningham, Clerk
 Kane County Board

Date: 7-22-13

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. 19972

Background

It is the best interest of the Tollway to enter into an Intergovernmental Agreement with Kane County (the "County"). The Tollway is improving the Jane Addams Tollway (I-90) from U.S. Route 20 to the Elgin Plaza, and the County has requested that the Tollway include in its project the replacement of the expansion joint strip. The total cost of the added work is estimated at \$39,930 to be reimbursed to the Tollway by the County.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement with the County for replacement of the expansion joint strip seal in substantially the form of the Intergovernmental Agreement attached to this Resolution and the Chairman or the Executive Director is hereby authorized and directed to execute the Agreement.

Approved by: _____


Chair