

DATE: May 23, 2018

TO: Honorable Mayor Jerry Smith
City Council

FROM: Patty Hoppenstedt, Interim City Manager
Tim Holdeman, Public Works Director
Patrick DiDiana, Management Analyst

SUBJECT: Authorizing an Intergovernmental Agreement with the Illinois State Toll Highway Authority for Shared Improvements to the Intersection of Annie Glidden Road at Fairview Drive.

I. Summary

Staff requests Council authorize an Intergovernmental Agreement (IGA) (Exhibit A) with the Illinois State Toll Highway Authority (ISTHA) to coordinate a payment of \$20,784.51 for the City's local match of shared improvements to the intersection of Annie Glidden Road and Fairview Drive. In addition, the IGA also defines maintenance and designates the entity responsible for the future maintenance of the completed work.

II. Background

Utilizing a previously earmarked federal grant in the amount of \$799,215, set to expire in 2018, staff and WBK Engineering (WBK) have planned the improvements listed below for the intersection of Annie Glidden Road and Fairview Drive:

- The addition of a dedicated left turn lane on the south leg of Annie Glidden Road.
- The addition of a right turn lane on the east leg of Fairview Drive.
- The addition of a dedicated left turn lane on the north leg of Annie Glidden Road.
- The reconfiguration of traffic signals to accommodate new turn lanes and radius improvements.
- Drainage capacity improvements for the culvert crossing Annie Glidden Road north of Fairview Drive.
- Asphalt patching of roadway base, complete surface overlay and striping of the existing roadway pavement.

Aware of the ISTHA's plans to rehabilitate and improve the Ronald Regan Memorial Tollway (I-88), which includes the Annie Glidden Road interchange that abuts to the Annie Glidden Road and Fairview Drive intersection, staff and WBK have met with the ISTHA over the last 12 months to identify potential engineering work the ISTHA could incorporate into their plans for I-88 and the Annie Glidden Road interchange. The meetings resulted in a plan to coordinate both projects back to back with the ISTHA project launching first. Coordinating the projects back to back benefits the motoring public by minimizing traffic disruptions and ends the risk of disturbing new pavement.

III. Community Groups/Interested Parties Contacted

Council will have the opportunity to discuss the IGA at their Regular meeting of May 29, 2018.

IV. Legal Impact

The City Attorney and Acting City Engineer have reviewed the IGA and find it acceptable and in line with prior agreements between other municipalities and the ISTHA.

V. Financial Impact

Council approval of this agreement obligates the City to a \$20,784.51 local share for the advance construction activities. The FY2018 budget includes this item under line item 10-00-00-650-8639. Staff will return to Council with a resolution for the authorization to spend Motor Fuel Tax funds for this IGA.

VI. Options

1. Council can choose to approve the IGA allowing the ISTHA to continue with the scheduled work.
2. Council can choose not to approve the IGA and risk losing the \$799,215 federal earmark for the planned improvements.

VII. Recommendation

Staff recommends Council approve the IGA allowing the ISTHA to complete their project and improve the City's infrastructure.



RESOLUTION 2018-

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY FOR SHARED IMPROVEMENTS TO THE INTERSECTION OF ANNIE GLIDDEN ROAD AND FAIRVIEW DRIVE.

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

WHEREAS, the Illinois State Toll Highway Authority 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, Council authorizes the execution of the Intergovernmental Agreement with the Illinois State Toll Highway Authority to coordinate a payment of \$20,784.51 for shared improvements to the intersection of Annie Glidden Road and Fairview Drive and to define the future maintenance of the completed work.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: The City hereby authorizes the Mayor of the City of DeKalb to enter into an Intergovernmental Agreement with the Illinois State Toll Highway Authority to coordinate a payment of \$20,784.51 for shared improvements to the intersection of Annie Glidden Road and Fairview Drive and to define the future maintenance of the completed work.

Section 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the _____ day of _____, 2018, and approved by me as Mayor on the same day.

ATTEST:

SUSANNA HERRMANN, City Clerk

JERRY SMITH, Mayor

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

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

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Reagan Memorial Tollway (I-88) from Illinois Route 251, Mile Post 76.1 to Annie Glidden Road, Mile Post 91.4 (hereinafter sometimes referred to as "Toll Highway"), included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Construction Contract #RR-16-4253 (hereinafter referred to as the "PROJECT"), by making the following improvements:

The improvements to the Toll Highway include: Mainline roadway resurfacing, shoulder reconstruction, mainline pavement patching as necessary; reconstruction and rehabilitation of emergency turnarounds, construction of one new emergency turnaround, construction of crash investigation sites; drainage improvements including culvert repair and underdrain installation along mainline outside shoulder; ditch grading improvements, lighting improvements, and rehabilitation of mainline and crossroad bridges.

WHEREAS, the CITY requests the ILLINOIS TOLLWAY include in its PROJECT advance work for its future roadway interchange widening project ("the CITY PROJECT"), subject to reimbursement by the CITY to the ILLINOIS TOLLWAY; and

WHEREAS, coordinating ILLINOIS TOLLWAY and CITY improvements is beneficial to the PARTIES, and to the motoring public by minimizing construction related traffic disruptions; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the CITY's request to include in its PROJECT advance work for the CITY PROJECT, subject to reimbursement by the CITY to the ILLINOIS TOLLWAY; and

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

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

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to coordinate with the CITY to incorporate PROJECT preliminary and final design engineering plans with CITY PROJECT plans, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the CITY by the ILLINOIS TOLLWAY.
- C. The final approved plans and specifications for the CITY PROJECT shall be promptly delivered to the ILLINOIS TOLLWAY by the CITY.
- D. The PARTIES shall review the plans and specifications which impact each PARTY's maintained highways within twenty (20) calendar days of receipt thereof. If each PARTY does not receive comments or objections from the other PARTY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval shall mean each PARTY agrees with all specifications in the plans, including alignment and location of the PROJECT and CITY PROJECT improvements. In the event of disapproval, each PARTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the other PARTY.

- E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, DeKalb County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

II. RIGHT OF WAY

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

III. UTILITY RELOCATION

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

- C. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the CITY, the ILLINOIS TOLLWAY agrees to cooperate with the CITY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the CITY. The CITY agrees to reimburse the ILLINOIS TOLLWAY for any and all costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids for the PROJECT, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. The CITY shall advertise and receive bids for the CITY PROJECT, award the contract(s), provide construction engineering inspections and cause the CITY PROJECT to be constructed in accordance with the CITY PROJECT plans and specifications.
- C. After award of the PROJECT and CITY PROJECT construction contract(s), any proposed deviations from the plans and specifications that affect the PROJECT or the CITY PROJECT shall be submitted to the ILLINOIS TOLLWAY for approval prior to commencing such work. The ILLINOIS TOLLWAY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the ILLINOIS TOLLWAY shall detail in writing its specific objections. If the CITY receives no written response from the ILLINOIS TOLLWAY within fifteen (15) calendar days after delivery to the ILLINOIS TOLLWAY of the proposed deviation, the proposed deviation shall be deemed approved by the ILLINOIS TOLLWAY.
- D. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY, the CITY shall provide no less than five (5) calendar days written notice to the ILLINOIS TOLLWAY prior to the CITY commencement of work on the CITY PROJECT.
- E. The CITY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the CITY or the CITY PROJECT. The ILLINOIS TOLLWAY 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 CITY PROJECT that affects the ILLINOIS TOLLWAY. The CITY shall assign personnel to perform inspections on behalf of the CITY of all work included in the PROJECT that affects the ILLINOIS TOLLWAY's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

- 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. The ILLINOIS TOLLWAY shall give notice to the CITY upon completion of 70% and 100% of all PROJECT construction to be subsequently maintained by the CITY, and the CITY shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. If the CITY does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the CITY. At the request of the CITY, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the CITY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within seven (7) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The CITY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- H. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the PROJECT work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the CITY as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that the estimated cost to the CITY for work related to the PROJECT at the Annie Glidden Road and Fairview Drive

intersection is \$18,895.01 for construction costs, \$1,889.50 (10% of construction costs) for construction engineering for a total agreed upon cost of \$20,784.51. ("Exhibit A")

- C. The CITY agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the CITY will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and upon receipt of an invoice will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT. In the event that the total CITY obligations exceed 150% of the estimated CITY costs as specified in this AGREEMENT, said excess costs greater than 150% shall be cause for an Amendment prior to payment of said excess costs.

VI. MAINTENANCE - DEFINITIONS

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

shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.

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

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

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain the I-88 Toll Highway in its entirety, all of the Annie Glidden Road interchange and bridge over I-88, and Annie Glidden Road south of its intersection with Fairview Drive, including the improvements by CITY PROJECT when completed.
- B. The CITY agrees, consistent with the balance of this Section VII, to continue to maintain, or cause to maintain the portions of the intersection of Annie Glidden Road and Fairview Drive currently maintained by the CITY including the east leg of the intersection in its entirety, the north leg of the intersection to the City corporate limits (approximately 70 feet north of the centerline of Fairview Drive), the west leg of the intersection to the City corporate limits (approximately 90 feet west of the centerline of Annie Glidden Road) and the south leg of the intersection to the southerly ROW of Fairview Drive (approximately 33 feet south of the centerline of Fairview Drive). The DeKalb Road District shall be responsible for the north leg of the intersection outside the corporate limits of the City as generally described herein and the west leg of the intersection outside the corporate limits of the City as generally described herein. The Illinois State Toll Highway Authority has responsibility for the south leg of the intersection outside the corporate limits of the City as generally described herein.
- C. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve on the following:
 - 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves).
 - 3. Any intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.

- 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. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of the herein-specified CITY highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the CITY shall continue to maintain all portions of the PROJECT within the CITY's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the CITY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the CITY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. Nothing herein is intended to prevent or preclude the CITY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the City of DeKalb and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-88, the Annie Glidden Road interchange with, and bridge over I-88, and Annie Glidden Road south of its intersection with Fairview Drive at station 116+70.10. The CITY shall retain jurisdiction of the portions of the intersection of Annie Glidden Road and Fairview Drive including the east leg of the intersection in its entirety, the north leg of the intersection to the City corporate limits (approximately 70 feet north of the centerline of Fairview Drive), the west leg of the intersection to the City corporate limits (approximately 90 feet west of the centerline of Annie Glidden Road) and the

south leg of the intersection to the southerly ROW of Fairview Drive (approximately 33 feet south of the centerline of Fairview Drive). The DeKalb Road District shall retain jurisdiction for the north leg of the intersection outside the corporate limits of the City as generally described herein and the west leg of the intersection outside the corporate limits of the City as generally described herein. The Illinois State Toll Highway Authority has jurisdiction for the south leg of the intersection outside the corporate limits of the City as generally described herein. . For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the CITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the CITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the CITY's Director of Public Works shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.

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

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

THE CITY OF DEKALB

By: _____
Jerry Smith
Mayor

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

Approved as to Form and Constitutionality

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

**Annie Glidden Cost Estimate - Exhibit A
IGA City of DeKalb**

PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY	BID	TOTAL
20200100	EARTH EXCAVATION	CU YD	104,275	243	104,518	\$34.09	\$8,283.87
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	1,720	6	1,726	\$2.00	\$12.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	5,160	18	5,178	\$2.00	\$36.00
44000156	HMA SURF REM 1 3/4	SQ YD	123,589	-430	123,159	\$2.11	(\$907.30)
550B0120	STORM SEWERS CLASS B, TYPE 1 24"	FT	25	5	30	\$71.60	\$358.00
JI211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1,420	170	1,590	\$11.80	\$2,006.00
JI211124	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	250,380	965	251,345	\$3.53	\$3,407.63
JI251005	EROSION CONTROL BLANKET, SHORT-TERM	SQ YD	306,078	965	307,043	\$0.73	\$704.69
JI406107	ASPHALT TACK COAT	POUND	398,576	-213	398,363	\$1.25	(\$266.06)
JI406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	5,321	-42	5,279	\$64.98	(\$2,738.26)
JI501040	SLOPED HEADWALL REMOVAL	EACH	373	1	374	\$43.99	\$43.99
JI680135	SLOPED HEADWALL TYPE III, 24", 1:4	EACH	0	1	1	\$6,525.30	\$6,525.30
JI781000	RAISED PAVEMENT LANE MARKER	EACH	3,253	7	3,260	\$27.99	\$195.93
JS250220	SEEDING, CLASS 2E	ACRE	58	0	58	\$2,092.45	\$0.00
JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FT	328,812	2	328,814	\$0.42	\$0.84
JT780310	MULTI-POLYMER PAVEMENT MARKING - LINE 6"	FT	85,975	345	86,320	\$0.65	\$224.25
JT780320	MULTI-POLYMER PAVEMENT MARKING - LINE 10"	FT	38,256	-298	37,958	\$1.40	(\$417.20)
JT780355	MULTI-POLYMER PAVEMENT MARKING - SYMBOLS (LARGE)	SQFT	316	74	390	\$9.00	\$666.00
JT780JA1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 5" GROOVE	FT	323,924	2	323,926	\$0.30	\$0.60
JT780JC1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 7" GROOVE	FT	85,514	345	85,859	\$0.40	\$138.00
JT780JE1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE	FT	38,256	-298	37,958	\$1.40	(\$417.20)
X0322463	CONNECTION TO EXISTING SEWER	EACH	19	1	20	\$274.93	\$274.93
X7030005	TEMPORARY PAVEMENT MARKING REMOVAL	FT	173,574	3,052	176,626	\$0.25	\$763.00

Subtotal	\$18,895.01
Construction Engineering 10%	\$1,889.50
Total	\$20,784.51