

RESOLUTION NO. 21008

Background

Resolution No. 20736 established the current Board committee membership and operative charters for each. It is in the best interest of the Tollway to amend the charter for the Customer Service and Planning Committee to empower that committee to focus on environmental sustainability within Tollway operations.

Resolution

It is hereby declared that the charter governing the Tollway Customer Service and Planning Committee (“CSP Committee”) is amended, as indicated in the text attached hereto, to emphasize the CSP Committee’s focus on strong environmental stewardship, and the Tollway’s commitment to its Sustainability Policy. The Chairman of the CSP Committee, Executive Director and Chief Engineer are authorized to take all actions necessary to effectuate the purpose of this Resolution, and all actions taken by the CSP Committee in furtherance hereof are ratified and approved.



Chairman

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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CUSTOMER SERVICE & PLANNING COMMITTEE CHARTER

Purpose: The Customer Service & Planning Committee is a standing committee of the Illinois State Toll Highway Authority Board of Directors. Its purpose is to promote the development and implementation of appropriate information technology solutions critical to providing quality customer service and revenue generation now and in the future as well as to provide the Board with advice on the strategic direction and planning of infrastructure investments at the conceptual stage. The Committee shall review technology strategies and business processes for collecting tolls, violation enforcement and customer service. The Committee shall also review, at the conceptual stage, analysis from staff and recommend direction for long-term strategic planning for Tollway projects or programs. Additionally, the Committee shall provide focused leadership on environmental aspects of Tollway construction work and operations, with the aim of promoting, to the greatest extent possible, agency-wide activity in furtherance of its "Sustainability Policy" and sound environmental stewardship.

Composition: The Committee shall consist of a Chair and up to five Directors selected by the Board Chairman, based on their expressed interest and expertise, and approved by the Board. Additionally, consistent with the terms set forth in Article 3, Section 4(d) of the Tollway's By-Laws, the Committee Chair shall have the ability to appoint an alternate(s) to serve in the place of an absent or disqualified member(s) during a member's absence or disqualification.

Meetings: The Committee shall meet as often as may be deemed necessary by the Committee Chair and at least quarterly. The Committee shall give regular reports on its meetings to the Board and on such matters as the Board shall specify. All meetings shall be conducted in accordance with the requirements of the Illinois Open Meetings Act, including publication of the meeting minutes for public review.

Duties, Responsibilities and Authority: The Committee shall report and make recommendations to the Board on:

1. Technology strategies to facilitate toll collection and violation enforcement;
2. Business processes for toll collection and violation enforcement;
3. Periodic customer satisfaction data;
4. Identification of problems and policy solutions related to customer service;
5. Developing criteria to assess project/program priorities;
6. Recommending a multi-year capital plan to the Board;
7. Evaluating how system needs/changes effect stakeholder, including public, business and civic interests;
- ~~8. Developing policies related to pursuing capital investments; and~~
- ~~8.~~ Monitoring congruity of mission, priorities and resources for each program/project plan.
9. The contents of the agency's Sustainability Policy and related agency environmental plans and practices in the operation and maintenance of the Tollway system.

Date Approved: 07/23/15

Board Resolution: 20736

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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6. Recommending a multi-year capital plan to the Board;
7. Evaluating how system needs/changes effect stakeholder, including public, business and civic interests;
8. Developing policies related to pursuing capital investments; Monitoring congruity of mission, priorities and resources for each program/project plan; and
9. The contents of the agency’s Sustainability Policy and related agency environmental plans and practices in the operation and maintenance of the Tollway system.

Date Approved: 04/28/16

Board Resolution: 21008

RESOLUTION NO. 21009

Background

It is in the best interest of The Illinois State Toll Highway Authority to appoint a Tollway Secretary and certain qualified employees as Assistant Tollway Secretaries to perform duties of the appointed Secretary when that individual is unable or unavailable to perform such duties.

Pursuant to Article III, Section 3 of the Tollway’s By-Laws, the Board shall bi-annually select a Secretary, who shall be present at all board meetings and keep accurate records of those meetings and shall have all necessary powers incident to the performance of the office and such other duties as from time to time may be authorized, ordered or directed by the Board or the Chairman.

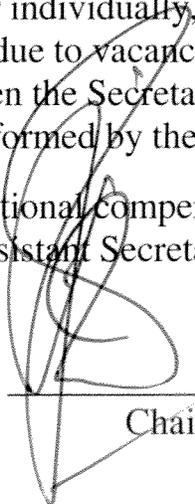
Resolution

Ms. Christi Regnery is reappointed Tollway Secretary and Open Meetings Act Designee of the Illinois State Toll Highway Authority effective April 28, 2016. The Executive Director is authorized to establish a reasonable salary and standard Tollway employee benefits for the Tollway Secretary. As Tollway Secretary, Ms. Regnery shall be responsible for the day-to-day management of Board-related operations, reporting to the Chairman and the Board of Directors and is to perform all duties for the Tollway consistent with this appointment.

The Tollway appoints Ms. Susanne Canik and Ms. Maria C. Grosso as Assistant Secretaries and Open Meetings Act Designees of the Illinois State Toll Highway Authority effective April 28, 2016. Either Ms. Canik or Ms. Grosso, collectively or individually, shall have the authority to exercise all of the powers of the Secretary due to vacancy in the role of Secretary, or as directed by the Chairman when the Secretary is unable or unavailable to perform certain duties ordinarily performed by the Secretary; and

No additional compensation shall be paid said individuals for performing the services of Assistant Secretary.

Approved by: _____



Chairman

RESOLUTION NO. 21010

Background

The Illinois Toll Highway Act authorizes the Tollway to settle administrative fines and penalties arising from toll violations. 605 ILCS 10/10(a-5). The Illinois Tollway has previously authorized and published Settlement Guidelines for fines and penalties arising from toll violations (see Resolutions numbers 19308 and 20060). In light of pending changes to the Tollway's Administrative Rules setting the fines for the Elgin-O'Hare Western Access (I-390) toll road, and after consultation with the Tollway's Law Department, it is appropriate to amend the Settlement Guidelines to account for certain settlement opportunities that may be provided for I-Pass account holders associated with I-390 violations.

Resolution

The Settlement Guidelines are hereby modified as forth in the Attachment to this Resolution. The Chief of Business Systems and the Executive Director are authorized to execute any and all other documents necessary to effectuate this change in the Settlement Guidelines prior to the opening of the Elgin-O'Hare Western Access (I-390) toll road and, further, to ensure that the revised Settlement Guidelines are published on the Illinois Tollway's website prior to the opening of the new roadway.

Approved by: _____

Chairman

Table A and Table B. Table A is for fines incurred while driving on other roadways in the Illinois Tollway System; Table B is for fines incurred while driving along Illinois 390. If fines are incurred on both Illinois 390 and other roadways, the Violator will be fined the relevant appropriate roadway fine.

Table A**TRANSPONDER ACCOUNT SETTLEMENT TABLE**

Number of Violations	Settlement Amount	Number of Paid Fines
1 - 5	Cash tolls + \$20	1
6 - 9	Cash tolls + \$40	2
10 - 49	Cash tolls + \$100	5
50 - 99	Cash tolls + \$200	10
100 - 149	Cash tolls + \$300	15
150 - 199	Cash tolls + \$400	20
200 - 249	Cash tolls + \$500	25
250 - 299	Cash tolls + \$600	30
300 - 349	Cash tolls + \$700	35
350 - 399	Cash tolls + \$800	40
400 - 449	Cash tolls + \$900	45
450 - 500	Cash tolls + \$1,000	50
501 - 750	Cash tolls + \$1,500	75
751 and above	Cash tolls + \$2,000	100

Table B**TRANSPONDER ACCOUNT SETTLEMENT TABLE – ILLINOIS 390 FINES**

Number of Violations	Settlement Amount	Number of Paid Fines
1 - 5	Cash tolls + \$10	1
6 - 9	Cash tolls + \$20	2
10 - 49	Cash tolls + \$50	5
50 - 99	Cash tolls + \$100	10
100 - 149	Cash tolls + \$150	15
150 - 199	Cash tolls + \$200	20
200 - 249	Cash tolls + \$250	25
250 - 299	Cash tolls + \$300	30
300 - 349	Cash tolls + \$350	35
350 - 399	Cash tolls + \$400	40
400 - 449	Cash tolls + \$450	45
450 - 500	Cash tolls + \$500	50
501 - 750	Cash tolls + \$750	75
751 and above	Cash tolls + \$1,000	100

RESOLUTION NO. 21011

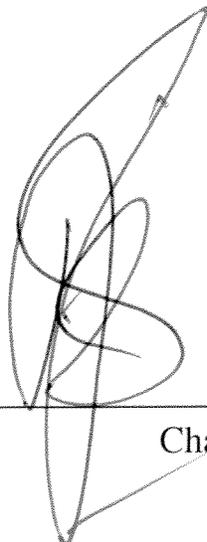
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring an Automated Vehicle Locating System. Pursuant to the Tollway's Request for Proposals No. 15-0055, and upon evaluation by a selection committee, the Tollway has determined that CalAmp Wireless Networks Corporation provides the most suitable product at a reasonable value for an Automated Vehicle Locating System, with an upper limit of compensation not to exceed \$1,631,059.00.

Resolution

The proposal from CalAmp Wireless Networks Corporation for the purchase of an Automated Vehicle Locating System is accepted. Contract No. 15-0055 is approved in an amount not to exceed \$1,631,059.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21012

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Red Hat JBoss Software Maintenance and Support. Pursuant to the Tollway's Invitation for Bids No. 15-0178, the Tollway has determined that National Tek Services, Inc. is the lowest responsible bidder for Red Hat JBoss Software Maintenance and Support for an upper limit of compensation not to exceed \$702,180.00.

Resolution

The bid from National Tek Services, Inc. for the purchase of Red Hat JBoss Software Maintenance and Support is accepted. Contract No. 15-0178 is approved in an amount not to exceed \$702,180.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21013

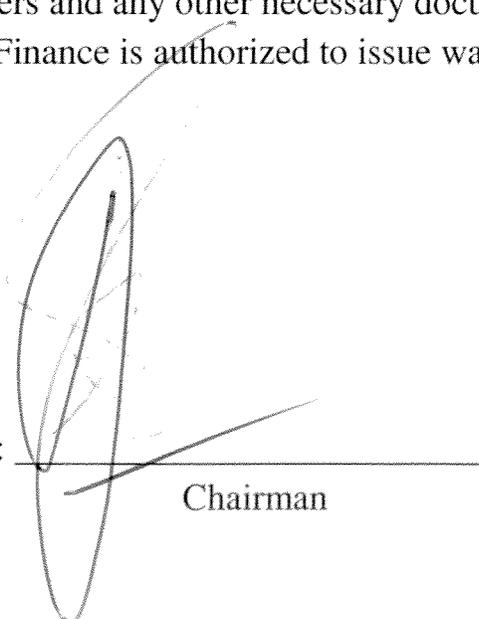
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Off-Road Equipment. Pursuant to the Tollway's Invitation for Bids No. 14-0095 (Lines 3-10), the Tollway has determined that Rahn Equipment Co.; Atlas Bobcat LLC; McCann Industries, Inc.; and Martin Implement Sales, Inc. are the lowest responsible bidders for Off-Road Equipment for an aggregate upper limit of compensation not to exceed \$171,199.35.

Resolution

The bids from Rahn Equipment Co.; Atlas Bobcat LLC; McCann Industries, Inc.; and Martin Implement Sales, Inc. for the purchase of Off-Road Equipment are accepted. An award to each of the foregoing entities, under Contract No. 14-0095 (Lines 3-10), is approved in an aggregate total award amount not to exceed \$171,199.35. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:

A large, handwritten signature in black ink, appearing to be a stylized 'C' or similar character, is written over a horizontal line. The signature is positioned to the left of the word 'Chairman'.

Chairman

RESOLUTION NO. 21014

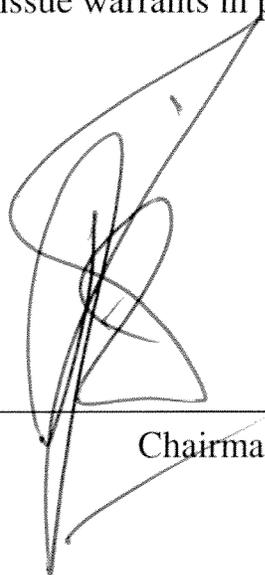
Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Tow-Behind Air Compressors. Pursuant to the Tollway’s Invitation for Bids No. 14-0085, the Tollway has determined that McCann Industries, Inc. is the lowest responsible bidder for Tow-Behind Air Compressors for an upper limit of compensation not to exceed \$96,995.00.

Resolution

The bid from McCann Industries, Inc. for the purchase of Tow-Behind Air Compressors is accepted. Contract No. 14-0085 is approved in an amount not to exceed \$96,995.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21015

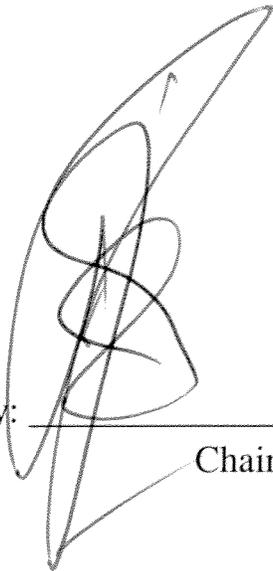
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Aluminum Sign Blanks. Pursuant to the Tollway's Invitation for Bids No. 15-0154R, the Tollway has determined that Mandel Metals, Inc. (d.b.a. U.S. Standard Sign) is the lowest responsible bidder for Aluminum Sign Blanks for an upper limit of compensation not to exceed \$89,158.00.

Resolution

The bid from Mandel Metals, Inc. (d.b.a. U.S. Standard Sign) for the purchase of Aluminum Sign Blanks is accepted. Contract No. 15-0154R is approved in an amount not to exceed \$89,158.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:

_____
Chairman

RESOLUTION NO. 21016

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Check Point Endpoint Media Encryption Software Licenses, Maintenance, and Support. Pursuant to the Tollway's Invitation for Bids No. 15-0159, the Tollway has determined that En Pointe Technologies Sales, LLC is the lowest responsible bidder for Check Point Endpoint Media Encryption Software Licenses, Maintenance, and Support for an upper limit of compensation not to exceed \$60,638.50.

Resolution

The bid from En Pointe Technologies Sales, LLC for the purchase of Check Point Endpoint Media Encryption Software Licenses, Maintenance, and Support is accepted. Contract No. 15-0159 is approved in an amount not to exceed \$60,638.50. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21017

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Industrial Supplies (Contract No. 12-0254R) from Cicero Mfg. & Supply Company, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$100,000.00 for the purchase of additional Industrial Supplies.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 12-0254R for the purchase of additional Industrial Supplies from Cicero Mfg. & Supply Company, Inc. is approved in an amount not to exceed \$100,000.00 (increase from \$101,330.60 to \$201,330.60). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21018

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Fuel Management System Parts, Maintenance, Upgrades, and Training as a Sole Source Contract (No. 16-0017) from AssetWorks LLC for an upper limit of compensation not to exceed \$122,000.00. The Tollway is authorized to procure these items pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires statutory advance public notice of at least two weeks. No interested parties requested a hearing to contest a contract award to AssetWorks LLC and, with no objections having been noted, it was approved by the State's Chief Procurement Officer for General Services.

Resolution

The sole source bid from AssetWorks LLC for the purchase of Fuel Management System Parts, Maintenance, Upgrades, and Training is accepted. Contract No. 16-0017 is approved in an amount not to exceed \$122,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21019

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-15-4247 for Structural Repair and Preservation on the Reagan Memorial Tollway (I-88) from Milepost 116.8 (IL 31) to Milepost 134.3 (Highland Avenue) and Veterans Memorial Tollway (I-355) from Milepost 7.3 (Archer Avenue) to Milepost 22.0 (I-88). The lowest responsible bidder on Contract No. RR-15-4247 is Lorig Construction Company in the amount of \$1,310,004.20.

Resolution

Contract No. RR-15-4247 is awarded to Lorig Construction Company in the amount of \$1,310,004.20, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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: _____

Chairman

RESOLUTION NO. 21020

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-16-4262 for Salt Barn Replacement (M-6) and Salt Dome Repairs (M-4, M-5, and M-8) on the Jane Addams Memorial Tollway (I-90) at Maintenance Yard M-6 (Marengo) at Milepost 42.5 (US 20) and Maintenance Yard M-5 (Arlington Heights) at Milepost 68.2 (I-290/IL 53). Tri-State Tollway (I-294) at Maintenance Yard M-4 (Gurnee) at Milepost 8.4 (Grand Avenue). Reagan Memorial Tollway (I-88) at Maintenance Yard M-8 (Naperville) at Milepost 127.6 (Naperville Road). The lowest responsible bidder on Contract No. RR-16-4262 is John Burns Construction Company in the amount of \$2,485,000.00.

Resolution

Contract No. RR-16-4262 is awarded to John Burns Construction Company in the amount of \$2,485,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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: _____

Chairman

RESOLUTION NO. 21021

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19678 approved April 26, 2012 and Resolution No. 20672 approved April 23, 2015, entered into an Agreement and Supplemental Agreement for Contract No. I-11-4014 with CH2M Hill, Inc. for Design Corridor Management and Design Section Engineering Services on the Elgin O'Hare Western Access (EOWA).

At the Tollway's request, CH2M Hill, Inc. has submitted a proposal to renew this contract for two years through June 30, 2019, for Design Corridor Management and Design Section Engineering Services, on the Elgin O'Hare Western Access (EOWA) on Contract I-11-4014, increasing the contract upper limit by \$33,000,000.00, from \$70,840,422.00 to \$103,840,422.00. It is necessary and in the best interest of the Tollway to accept the proposal from CH2M Hill, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Contract Renewal with CH2M Hill, Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21022

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 19895 approved February 28, 2013, entered into an Agreement with Wight & Company / R & G Engineering, LLC Joint Venture on Contract I-12-4081 for Construction Management Services Upon Request on the Elgin O'Hare Western Access (EOWA).

Per Tollway request, Wight & Company / R & G Engineering, LLC Joint Venture has submitted a proposal to provide Supplemental Construction Management Services for Contract I-12-4081, increasing the contract upper limit by \$118,884.60, from \$5,000,000.00 to \$5,118,884.60. It is necessary and in the best interest of the Tollway to accept the proposal from Wight & Company / R & G Engineering, LLC Joint Venture.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Wight & Company / R & G Engineering, LLC Joint Venture consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21023

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20124 approved October 24, 2013 entered into an Agreement with HR Green, Inc. on Contract I-13-4105 for Construction Management Services for Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 61.3 (Higgins Road) and Milepost 62.2 (Barrington Road).

Per Tollway request, HR Green, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract I-13-4105, increasing the contract upper limit by \$1,133,651.12, from \$6,105,035.04 to \$7,238,686.16. It is necessary and in the best interest of the Tollway to accept the proposal from HR Green, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with HR Green, Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21024

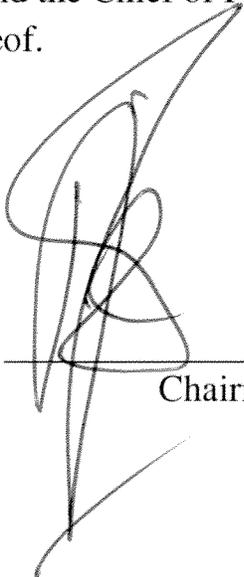
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20542 approved on December 18, 2014 entered into an Agreement for Contract No. I-14-4209 with Walsh Construction Company II, LLC / K-Five Construction Corporation (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (Oakton Street). This change order / extra work order provides for additional quantities of soil modification, to enable roadway construction to proceed, in the amount of \$437,742.74.

Resolution

The Change Order / Extra Work Order in the amount of \$437,742.74 and the associated increase in the upper limit of compensation on Contract No. I-14-4209 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke, is written over a horizontal line.

Chairman

RESOLUTION NO. 21025

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20883 approved on November 19, 2015 entered into an Agreement for Contract No. I-15-4231 with Lorig Construction Company for Eastbound Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 53.7 (Elgin Plaza) to Milepost 55.4 (Fox River). This change order / extra work is for modified construction staging between two adjacent construction contracts in the amount of \$240,148.85.

Resolution

The Change Order / Extra Work Order in the amount of \$240,148.85 and the associated increase in the upper limit of compensation on Contract No. I-15-4231 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21026

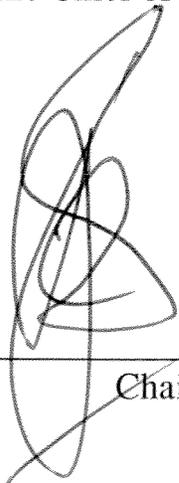
Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20719 approved on June 25, 2015 entered into an Agreement for Contract No. I-14-4644 with Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) for Roadway and Bridge Construction on Illinois 390 from Milepost 15.3 (Lively Boulevard) to Milepost 16.6 (Thomas Drive). This change order/ extra work order is to provide an additional railroad signal case and flasher lights for a rail crossing in the amount of \$295,496.46.

Resolution

The Change Order / Extra Work Order in the amount of \$295,496.46 and the associated increase in the upper limit of compensation on Contract No. I-14-4644 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21027
AMENDING RESOLUTION NO. 21002

Background

Resolutions 20894, 20227, 19882, and 19584, authorized acquisition of needed parcels and expenditures up to \$360,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 21002, as preceded by Resolutions 20976, 20941, 20863, 20836, 20772, 20712, 20652, 20586, 20493, 20445, 20395, 20368, 20340, 20317, 20273, 20191, 20157, 20130, 20086, 20048, 20018 and 19986 identified specific parcels that were required for Tollway purposes. Resolution 21002 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21002, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$360,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators,

RESOLUTION NO. 21027
AMENDING RESOLUTION NO. 21002

Resolution – Continued

surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

In the event all or the part of the Parcels identified on Exhibit “A” cannot with reasonable diligence be purchased via negotiations, administrative documentation, or settlement then upon the recommendation of the Land Acquisition Manager, and the General Counsel, the Land Acquisition Unit and the Legal Department are authorized and directed to retain the services of Special Assistant Attorneys General to acquire those needed Identified Parcels by instituting and proceeding to acquire said Identified Parcels by eminent domain in the name of the Tollway.

The Executive Director, or the Chief of Staff and/or the Land Acquisition Manager, subject to form and constitutionality approval of the General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief of Finance is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just

04/28/16

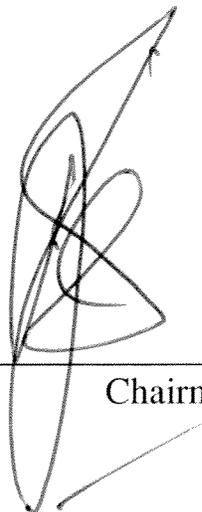
6.3/9

RESOLUTION NO. 21027
AMENDING RESOLUTION NO. 21002

Resolution – Continued

compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$360,000,000.00.

Approved by:



Chairman

04/28/16

6.3/9

RESOLUTION NO. 21027
AMENDING RESOLUTION NO. 21002

Resolution – Continued- Exhibit ‘A’

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

NW-7A-12-001	08-25-302-001
NW-7A-12-002	08-25-300-001
NW-7A-12-008	08-25-100-006, 08-25-101-004, 08-25-101-005, 08-25-102-015, 08-25-102-017, 08-25-103-004, 08-25-100-005, 08-25-101-003
NW-7A-12-010	08-24-304-015
NW-7A-12-011	08-24-304-005, 08-25-304-006
NW-7A-12-013	08-24-304-002, 08-24-304-003, 08-24-304-004, 08-24-304-009, 08-24-304-010, 08-24-304-013, 08-24-304-014
NW-7A-12-016	08-24-304-001
NW-7A-12-018	08-26-411-008, 08-26-411-006 & 08-26-411-010
NW-7A-12-019	08-26-411-009, 08-26-411-013
NW-7A-12-021	08-26-401-038
NW-7A-12-022	08-26-401-031
NW-7A-12-023	08-26-401-030 & 08-26-401-039
NW-7A-12-034	08-26-201-030
NW-7A-12-035	08-26-201-018
NW-7A-12-036	08-26-201-024
NW-7A-12-037	08-23-402-012
NW-7A-12-038	08-23-402-014
NW-7A-12-039	08-23-402-004, 08-23-402-005, 08-23-402-006, 08-23-402-013
NW-7A-12-040	08-26-401-024, 08-26-401-037, 08-26-401-040 & 08-26-400-009
NW-7A-12-041	08-24-303-012
NW-7A-12-043	08-24-303-011
NW-7A-12-044	08-24-303-025 & 08-24-303-026
NW-7A-12-050	08-24-302-021 & 08-24-302-022

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

NW-7A-12-051

08-24-302-023

NW-7A-12-055

08-26-201-027

NW-7A-12-058

08-26-201-009

NW-7A-12-059

08-26-201-008

NW-7A-12-060

08-26-201-006 & 08-26-201-007

NW-7A-12-064

08-23-402-009

NW-7A-12-900

That part of Landmeier Road, as dedicated per the Plat of O'Hare International Center for Business located in the east half of the southeast quarter of section 25, township 41 north, range 11

NW-7A-12-005

08-25-102-011, 08-25-102-016
08-25-102-018, 08-25-103-005

NW-7A-12-033

08-26-201-031

NW-7A-12-025

08-26-200-016, 08-26-200-017, 08-26-201-023

NW-7A-12-032

08-26-201-015 & 08-26-201-025

NW-7A-12-071

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, 1333.39 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 48 MINUTES 52 SECONDS EAST, ON SAID SOUTH LINE, 65.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON A LINE 65.00 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL WITH SAID WEST LINE, 24.96 FEET TO THE NORTH LINE OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 58 SECONDS WEST, ON SAID NORTH LINE, 65.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST, ON SAID WEST LINE, 25.13 FEET TO THE POINT OF BEGINNING

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1A-12-003	07-34-402-020	Cook
EO-1A-12-004	07-34-407-008	Cook
EO-1A-12-005	07-34-407-009	Cook
EO-1A-12-006	07-34-407-010	Cook
EO-1A-12-007	07-34-407-011	Cook
EO-1A-12-008	07-34-407-012	Cook
EO-1A-12-018	07-34-401-021 07-34-401-022	Cook
EO-1A-12-021	02-01-200-031 02-01-200-032	DuPage
EO-1A-12-023	02-01-400-018	DuPage
EO-1A-12-024	03-06-300-009	DuPage
EO-1A-12-036	07-34-400-025 07-34-400-026	Cook
EO-1A-12-037	07-34-401-013 07-34-400-019 07-34-402-030 07-34-402-024	Cook
EO-1A-12-045	02-01-200-034	DuPage
EO-1A-12-046	02-01-200-035	DuPage
EO-1A-12-047	02-01-200-036	DuPage
EO-1A-12-048	03-06-100-008 03-06-200-001	DuPage
EO-1A-12-049	03-06-100-009 03-06-200-011	DuPage
EO-1A-12-900	That part of Hamilton Parkway in Hamilton Lakes Commerce Center Subdivision in the northeast quarter of section 1, township 40 north, range 10	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1A-12-901	That part of a public street lying east of block 8 in unit 2 - the Itasca Industrial Development of the Central Manufacturing District, in section 1, township 40 north, range 10	DuPage
EO-1A-12-902	03-06-300-010	DuPage
EO-1B-12-002	03-06-403-054	DuPage
EO-1B-12-149	03-06-402-008	DuPage
EO-1B-12-150	03-06-402-007	DuPage
EO-1B-12-151	03-06-403-055	DuPage
EO-1B-12-162	03-07-205-015	DuPage
EO-1B-12-163	03-07-217-002	DuPage
EO-1B-12-164	03-07-203-009	DuPage
EO-1B-12-165	03-07-203-010	DuPage
EO-1B-12-166	03-07-217-004 & 03-07-203-003	DuPage
EO-1B-12-167	03-07-217-005 & 03-07-203-004	DuPage
EO-1B-12-168	03-07-217-006 & 03-07-203-005	DuPage
EO-1B-12-169	03-07-217-007 & 03-07-203-006	DuPage
EO-1B-12-170	03-07-217-008 & 03-07-203-007	DuPage
EO-1B-12-171	03-07-217-009	DuPage
EO-1B-12-172	03-07-217-010	DuPage
EO-1B-12-173	03-07-204-002 & 03-07-217-011	DuPage
EO-1B-12-174	03-07-204-003 & 03-07-217-012	DuPage
EO-1B-12-175	03-07-204-004 & 03-07-217-013	DuPage
EO-1B-12-176	03-07-204-005 & 03-07-217-014	DuPage
EO-1B-12-177	03-07-204-006 & 03-07-217-015	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-178	03-07-204-007 & 03-07-217-016	DuPage
EO-1B-12-179	03-07-204-008 & 03-07-217-017	DuPage
EO-1B-12-180	03-07-204-009 & 03-07-217-018	DuPage
EO-1B-12-181	03-07-217-019	DuPage
EO-1B-12-182	03-07-217-021 & 03-07-217-022	DuPage
EO-1B-12-903	That part of Clover Ridge Lane lying within Clover Ridge Subdivision of part of the southeast quarter of section 6, township 40 north, range 11	DuPage
EO-1A-12-026	03-06-101-015 & 03-06-201-005	DuPage
EO-1B-12-004	03-05-404-003	DuPage
EO-1B-12-005	03-05-404-002	DuPage
EO-1B-12-007	03-05-404-032	DuPage
EO-1B-12-008	03-05-405-030	DuPage
EO-1B-12-011	03-05-405-021	DuPage
EO-1B-12-012	03-05-405-027	DuPage
EO-1B-12-013	03-05-405-028 & 03-05-405-029	DuPage
EO-1B-12-075	03-05-309-001	DuPage
EO-1B-12-078	03-05-300-018	DuPage
EO-1B-12-081	03-05-400-002	DuPage
EO-1B-12-083	03-05-200-028	DuPage
EO-1B-12-084	03-05-400-003	DuPage
EO-1B-12-146	03-05-302-054	DuPage
EO-1B-12-155	03-05-302-073	DuPage
EO-1B-12-156	03-05-403-007, 03-05-403-008 & 03-05-302-072	DuPage
EO-1A-12-058	03-06-400-012, 03-06-400-011, 03-06-400-004	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1A-12-061	03-06-300-005, 03-06-400-002	DuPage
EO-1B-12-079	03-05-101-017	DuPage
EO-1B-12-091	03-05-402-004	DuPage
EO-1B-12-014	03-04-302-010	DuPage
EO-1B-12-095	03-05-402-011	DuPage
EO-1B-12-152	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-153	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-154	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-904	That part of Park Boulevard as shown on the plat of dedication for parts of a public street to be known as Park Boulevard, being part of sections 5 and 6 in township 40 north, range 11	DuPage
EO-1B-12-908	That part of Prospect Avenue as shown on the plat of Grant to the Village of Itasca, being part of the southwest quarter of section 4 and northwest quarter of section 9, township 40 north, range 11	DuPage
EO-1B-12-062	03-02-401-005	DuPage
EO-1B-12-063	03-02-401-006	DuPage
EO-1B-12-064	03-02-401-002 & 03-11-200-002	DuPage
EO-1B-12-066	03-11-200-006	DuPage
EO-1B-12-068	03-11-202-012 & 03-11-202-013	DuPage
EO-1B-12-069	03-11-202-046	DuPage
EO-1B-12-070	03-11-202-043	DuPage
EO-1B-12-101	03-04-301-009	DuPage
EO-1B-12-102	03-04-101-022	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION		County
EO-1B-12-086	03-05-200-034, 03-05-200-035		DuPage
EO-1B-12-098	That part of lot 8 in Addison Township Supervisor's Assessment Plat No. 15, being part of the east half of Section 5 Township 40 north, Range 11		DuPage
EO-1B-12-183	03-05-404-004		DuPage
EO-1B-12-067	03-11-202-036		DuPage
EO-1B-12-085	03-05-200-030		DuPage
EO-1B-12-134	03-02-400-001		DuPage
EO-1B-12-135	03-02-400-029		DuPage
EO-1B-12-905	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11		DuPage
EO-1B-12-920	THAT PART OF LOT 3 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11		DuPage
EO-1B-12-921	THAT PART OF LOT 2 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11		DuPage
EO-1B-12-025	03-04-406-027		DuPage
EO-1B-12-099	03-05-402-012, 03-04-300-004, 03-04-300-005		DuPage
EO-1B-12-912	THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434		DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-927	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R92-254005 ON DECEMBER 30, 1992, ALSO THAT PART OF ARLINGTON HEIGHTS ROAD AS DESCRIBED IN THE DEDICATION DEED RECORDED FEBRUARY 9, 1939 AS DOCUMENT R1939-396978	DuPage
WA-1D-12-041	12-19-400-159	Cook
WA-1D-12-103	12-19-400-121	Cook
EO-1B-12-024	03-04-402-021	DuPage
EO-1B-12-038	03-03-304-021	DuPage
EO-1B-12-105	03-04-301-002	DuPage
EO-1B-12-907	THAT PART OF PARKSIDE AVENUE AS SHOWN ON LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-911	THAT PART OF MITTEL DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 3, BEING A RESUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 9 AND PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1983 AS DOCUMENT NUMBER R1983-090012	DuPage
EO-1B-12-913	THAT PART OF CENTRAL AVENUE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R73-15596	DuPage
EO-1B-12-915	THAT PART OF SIVERT DRIVE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-917	THAT PART LIVELY BOULEVARD AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage
EO-1B-12-918	THAT PART DILLON DRIVE AS DEDICATED AS PART OF O'HARE - THORNDALE CENTER FOR BUSINESS, BEING A RESUBDIVISION IN CHARLES BOESCHE'S DIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION THEREOF RECORDED NOVEMBER 15, 1984 AS DOCUMENT NUMBER R1984-092708	DuPage
EO-1B-12-919	THAT PART EDGEWOOD AVENUE AS DEDICATED AS PART OF THORNDALE BUSINESS PARK IN WOOD DALE, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1984 AS DOCUMENT NUMBER R1984-004337	DuPage
TW-7-12-002	15-06-100-011, 15-06-100-033	Cook
TW-7-12-025	03-36-400-004, 03-36-400-005	DuPage
WA-1D-12-031	12-19-100-061	Cook
WA-1D-12-086	12-20-300-081, 12-20-300-082	Cook
WA-1D-12-104	12-19-400-120	Cook
EO-1B-12-133	03-02-303-008, 03-02-303-010	DuPage
WA-1D-12-060	12-19-100-122	Cook
WA-1D-12-083	12-19-300-015	Cook
WA-1D-12-084	12-19-300-018	Cook
WA-1D-12-085	12-19-300-013	Cook
WA-3D-12-047	08-36-200-003, 08-36-200-004, 08-36-200-005, 08-36-200-006	Cook
EO-1B-12-053	03-02-301-019	DuPage
EO-1B-12-056	03-02-301-017	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-121	03-03-400-019	DuPage
EO-1B-12-123	03-03-400-028	DuPage
EO-1B-12-033	03-03-302-035, 03-04-403-005, 03-04-403-006	DuPage
EO-1B-12-058	03-02-301-007	DuPage
EO-1B-12-126	03-02-300-019	DuPage
WA-1D-12-011	12-19-400-151	Cook
EO-1B-12-059	03-02-302-005	DuPage
EO-1B-12-106	03-04-400-011	DuPage
EO-1B-12-131	03-02-303-011, 03-02-303-012, 03-02-400-036, 03-02-400-037	DuPage
EO-1B-12-184	03-02-302-006	DuPage
EO-1B-12-185	03-02-304-010, 03-02-304-011	DuPage
WA-1D-12-010	12-19-400-049	Cook
WA-3D-12-048	08-36-200-018, 08-36-200-011, 08-36-200-019, 08-36-200-017	Cook
NW-7B-12-004	08-25-400-007	Cook
EO-1B-12-107	03-04-400-007	DuPage
EO-1B-12-932	THAT PART OF LOT 9 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
EO-1B-12-933	THAT PART OF LOT 8 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
WA-1D-12-006	12-19-400-119	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION		County
WA-1D-12-007	12-19-400-117, 12-19-400-167		Cook
WA-1D-12-012	12-19-400-084, 12-19-400-104		Cook
WA-1D-12-014	12-19-400-056		Cook
WA-1D-12-015	12-19-400-150		Cook
WA-1D-12-016	12-19-400-152		Cook
WA-1D-12-080	12-19-400-079		Cook
WA-1D-12-107	12-19-400-168		Cook
WA-1D-12-108	12-19-400-102		Cook
EO-1B-12-029	03-04-406-023		DuPage
EO-1B-12-129	03-02-304-012, 03-02-300-022		DuPage
EO-1B-12-930	THAT PART OF SUPREME DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1977-102030 ON NOVEMBER 7, 1977		DuPage
NW-7A-12-101	08-36-102-001		Cook
WA-1D-12-048	03-13-406-001, 03-13-403-002, 03-13-509-003		DuPage
EO-1B-12-031	03-04-406-029, 03-04-406-030		DuPage
EO-1B-12-189	03-04-406-028		DuPage
EO-1B-12-928	THAT PART OF THOMAS DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 8, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1987-006314 ON JANUARY 14, 1987 IN DUPAGE COUNTY, ILLINOIS		DuPage
WA-1D-12-004	12-19-400-078		Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
WA-1D-12-009	12-19-400-019, 12-19-400-063	Cook
WA-1D-12-046	03-13-509-003	DuPage
WA-1D-12-066	12-19-200-002, 12-18-501-001, 12-18-400-015-6001, 12-18-400-019, 12-18-201-015, 12-20-100-028	Cook
WA-2D-12-191	03-12-509-001	DuPage
EO-1B-12-051	03-03-403-013	DuPage
TW-7-12-003	12-31-301-019	Cook
TW-7-12-026	03-36-206-040	DuPage
WA-1D-12-044	03-13-504-012	DuPage
WA-1D-12-068	12-18-400-014, 12-18-500-006	Cook
EO-1B-12-130	03-02-303-013	DuPage
NW-7A-12-088	08-36-100-004	Cook
NW-7A-12-089	08-36-100-005, 08-36-100-009	Cook
NW-7A-12-090	08-36-100-006	Cook
NW-7A-12-091	08-36-100-011	Cook
NW-7A-12-092	08-36-100-012	Cook
NW-7A-12-093	08-36-100-013	Cook
NW-7A-12-094	08-36-100-016	Cook
NW-7A-12-095	08-36-100-019	Cook
NW-7A-12-096	08-36-101-008	Cook
NW-7A-12-097	08-36-101-029, 08-36-101-030	Cook
NW-7A-12-100	08-36-101-023, 08-36-101-024, 08-36-101-028	Cook
NW-7A-12-102	08-36-102-002, 08-36-102-028, 08-36-102-029 08-36-102-030, 08-36-102-036, 08-36-102-037	Cook
Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Parcel	PIN NUMBER/OR DESCRIPTION	County
NW-7A-12-103	08-36-102-027	Cook
NW-7A-12-105	08-36-102-022, 08-36-102-033, 08-36-102-034 08-36-102-035, 08-36-102-042	Cook
NW-7A-12-110	08-36-100-008	Cook
NW-7A-12-112	08-36-100-019	Cook
TW-7-12-004	12-31-301-028	Cook
TW-7-12-040	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-902	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-903	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	DuPage
WA-3D-12-064	08-25-301-006	Cook
WA-3D-12-065	08-25-301-007, 08-25-301-007, 08-25-301-008 08-25-301-009, 08-25-301-010, 08-25-301-011	Cook
NW-7A-12-017	08-26-411-002	Cook
NW-7A-12-073	08-25-301-005	Cook
NW-7A-12-076	08-26-409-007, 08-26-409-008 08-26-409-009, 08-26-409-017	Cook
NW-7A-12-081	08-26-410-002, 08-35-201-003	Cook
NW-7A-12-082	08-26-411-003, 08-26-411-005	Cook
NW-7A-12-084	08-26-411-018	Cook
NW-7A-12-085	08-35-201-009	Cook
NW-7A-12-086	08-35-203-016, 08-35-203-019	Cook
NW-7A-12-099	08-36-101-027	Cook
NW-7A-12-111	08-26-410-001	Cook
NW-7A-12-113	08-35-201-012, 08-26-410-006	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION		County
WA-3D-12-054	08-36-201-011		Cook
WA-3D-12-079	09-30-300-051		Cook
WA-3D-12-080	09-30-300-050, 09-03-300-060		Cook
WA-3D-12-081	09-30-300-059		Cook
WA-1D-12-062	12-19-100-035, 12-19-100-001		Cook
TW-7-12-031	12-30-100-016-6001, 12-30-100-016-6002		Cook
WA-1D-12-001	12-19-500-006, 12-19-500-008		Cook
WA-1D-12-074	12-19-500-004, 12-18-500-006		Cook
WA-1D-12-081	12-18-300-012, 12-18-300-056 12-18-300-064, 12-18-300-065 12-18-300-066, 12-18-300-060, 12-18-300-044		Cook
WA-1D-12-092	03-13-510-001		DuPage
WA-2D-12-184	03-12-505-004, 03-01-505-004, 03-12-510-001		DuPage
WA-2D-12-216	03-12-100-002, 03-13-100-017, 03-13-100-021, 03-13-100-022 03-13-100-023, 03-13-100-024, 03-13-100-031 03-13-100-032 03-13-100-033, 03-13-100-037, 03-13-100-038, 03-13-100-040 03-13-100-041, 03-13-100-043, 03-13-100-042, 03-13-100-046 03-13-100-047, 03-13-100-039, 03-13-100-045, 03-13-100-048 03-12-510-001, 03-13-510-001, 03-13-100-009, 03-13-100-010		DuPage
WA-2D-12-218	03-01-504-001 08-36-500-021		DuPage Cook
WA-3D-12-002	08-36-300-007		Cook
Elgin O'Hare Western Access		ADDED IDENTIFIED PARCELS	
Parcel	PIN NUMBER/OR DESCRIPTION		County
WA-1D-12-022	03-24-201-013, 03-24-201-014		DuPage
WA-1D-15-001	12-19-100-036		Cook
WA-2D-12-195	03-01-509-001, 03-01-509-002, 03-01-100-003		DuPage

RESOLUTION NO. 21028

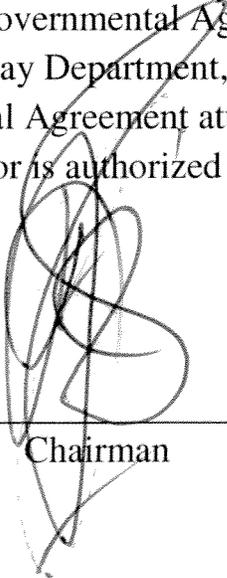
Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the City of Aurora and Aurora Township Highway Department in connection with reconstruction of the Farnsworth Avenue bridge over I-88. As part of the project, the City requests the installation of painted combination traffic signal/lighting on Farnsworth Avenue with pedestrian signalization and interconnection to the intersections of Molitor Road and Corporate Boulevard. The Township requests the construction of a multi-use path with barrier protection along the east side of Farnsworth Avenue and a pedestrian safe wall on the outer parapet of the bridge, and the Tollway agrees to these requests subject to an estimated joint reimbursement from City and the Township of \$316,076.50. The agreement further establishes the parties’ maintenance responsibilities for the project.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement with the City of Aurora and Aurora Township Highway Department, in substantially similar form as the draft Intergovernmental Agreement attached to this Resolution, and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE CITY OF AURORA
AND
THE AURORA TOWNSHIP HIGHWAY DEPARTMENT**

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

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Ronald Reagan Memorial ILLINOIS TOLLWAY (I-88) (hereinafter sometimes referred to as "Toll Highway") at Farnsworth Avenue, ILLINOIS TOLLWAY Bridge Number 817, and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Design Contract RR-13-4151 (hereinafter referred to as the "PROJECT") by making the following improvements:

Remove and replace the Farnsworth Avenue bridge over I-88 with a longer structure so as to accommodate the potential future widening of the Toll Highway, and to make certain ramp and interchange configuration improvements modifying the interchange from a "full cloverleaf" arrangement to a "partial cloverleaf" arrangement in order to improve traffic flow and enhance safety for the motorists using the Toll Highway. The interchange modification will consist of the removal of the two (2) loop ramps located to the east of Farnsworth Avenue and the creation of two (2) new signalized intersections along Farnsworth Avenue to accommodate the east bound I-88 to northbound Farnsworth Avenue and the northbound Farnsworth Avenue to westbound I-88 movements. The proposed bridge will be approximately 270'-6" in length of superstructure and deck over the Toll Highway, and shall have a raised profile which will provide a minimum of 16'-5" vertical clearance from the existing Toll Highway to the bottom of the new bridge structure. Two (2) 12' through traffic lanes, a 10' shoulder and a 10' multi-use path with barrier protection on Farnsworth Avenue and a pedestrian safe wall on the outer parapet will be constructed northbound. The bridge will feature the ILLINOIS TOLLWAY's standard bridge aesthetics (Exhibit A). Two (2) 12' through traffic lanes, a 12' auxiliary lane, a 10' shoulder, and a barrier wall on the outer parapet will be constructed southbound. Four (4) newly constructed Toll Highway ramp terminals, two (2) new traffic signals with combination lighting at the intersection of the newly configured eastbound I-88 to Farnsworth Avenue and northbound Farnsworth Avenue to westbound

I-88 intersections will be constructed and interconnected with the intersections of Molitor Road and the Premium Outlet Mall. The traffic signals will include pedestrian signalization and will be part of the CITY system. The traffic signal south of the Toll Highway will provide queue monitoring of the eastbound I-88 exit ramp to Farnsworth Avenue. The PROJECT also includes earthwork and excavation, pavement removal and replacement along Farnsworth Avenue and portions of the interchange ramps, resurfacing of sections of Farnsworth Avenue from the existing resurfacing termini approximately 290' north of Molitor Road to approximately 100' south of Corporate Boulevard, installation of new drainage structures, traffic signal installation, electrical modification for existing toll plazas, pavement markings, the installation of mainline and ramp lighting, erosion control, landscaping and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the CITY requests that the ILLINOIS TOLLWAY include in its PROJECT painted combination traffic signal/lighting on Farnsworth Avenue with pedestrian signalization and interconnection to the intersections of Molitor Road and Corporate Boulevard as part of the CITY's system; and

WHEREAS, the TOWNSHIP requests that the ILLINOIS TOLLWAY include in its PROJECT a 10' multi-use path with barrier protection along the east side of Farnsworth Avenue and a pedestrian safe wall on the outer parapet of the bridge; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the CITY's and TOWNSHIP's requested work as stated above; and

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

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

WHEREAS, the 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, the TOWNSHIP by virtue of its powers as set forth in the Township Code 60 ILCS 1/1-1-1 *et seq.* and the Highway Code 605 ILCS 5/6-101 *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, pre-final, and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the CITY as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the CITY/TOWNSHIP for its review and comment at the following stages of plan preparation:

60% Complete (preliminary)

95% Complete (pre-final)

Final

- B. The CITY and the TOWNSHIP shall review the plans and specifications which impact the CITY's and the TOWNSHIP's maintained highways and facilities respectively and provide comments within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the CITY and/or the TOWNSHIP within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the CITY and the TOWNSHIP shall mean the CITY and the TOWNSHIP agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact their maintained highways and facilities. In the event of disapproval, the CITY and/or the TOWNSHIP will detail in writing its objections to the proposed plans and specifications for review and consideration 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 and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Kane-Du Page Soil and Water Conservation District, Kane County, including but not limited to Department of Transportation, 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.

- E. The CITY and the TOWNSHIP 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 CITY or the TOWNSHIP.

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

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments to the CITY's and the TOWNSHIP's facilities in the design of improvements.
- B. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- C. At all locations where the CITY's or TOWNSHIP's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the CITY or TOWNSHIP or due to work proposed by the ILLINOIS TOLLWAY, the CITY and the TOWNSHIP agree to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The CITY and the TOWNSHIP agree 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.
- D. The ILLINOIS TOLLWAY will cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT.
- E. The CITY and the TOWNSHIP agree to accept applications for permits from utility companies to perform utility relocation work within the PROJECT and located on its property. All such applications for permits shall include an executed Utility Work Order approved by the ILLINOIS TOLLWAY.
- F. During the duration of the PROJECT, the CITY and the TOWNSHIP agree to issue permits within the PROJECT limits in accordance with its regular permit

process and only for utility work as documented by a Utility Work Order that is approved by the ILLINOIS TOLLWAY.

- G. The CITY and/or the TOWNSHIP shall not seek a profit for permits issued within the PROJECT limits and shall not charge a permit fee that exceeds its reasonable cost of administering the permits.
- H. In the event that the work proposed by the CITY and/or the TOWNSHIP results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the City and/or the TOWNSHIP respectively, 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, dynamic 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 CITY and/or the TOWNSHIP, the CITY and/or TOWNSHIP agree 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, obtain the CITY's and the TOWNSHIP's concurrence as to the amount of bids (for work to be funded wholly or partially by the CITY and/or the TOWNSHIP before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the CITY and TOWNSHIP as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the PARTIES shall be submitted to the PARTIES for approval prior to commencing such work. The respective 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 shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the PARTY within fifteen (15) calendar days after delivery to the PARTY 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 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 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 PARTIES system. The 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.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the PARTIES, and the PARTIES 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 that PARTY. At the request of the PARTY, 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.
- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the CITY and the VILLAGE 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 CITY and TOWNSHIP is \$303,135.25 for construction costs, \$15,156.76 (5% of construction costs) for preliminary and design engineering, \$30,313.53 (10% of construction costs) for construction engineering and \$18,188.12 (6% of construction costs) for mobilization, for a total estimated cost of \$366,793.65 (Exhibit B).
- D. It is further agreed that notwithstanding the estimated cost, the CITY and TOWNSHIP shall be responsible for the actual costs associated with the requested work described in the Recital section of this AGREEMENT.
- E. The CITY and TOWNSHIP agree that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the CITY and TOWNSHIP will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- F. 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 CITY or the TOWNSHIP.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the CITY or the TOWNSHIP.
- 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, guardrail repair, signing upkeep and repair, 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 Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE – RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-88 in its entirety.
- B. The CITY agrees to maintain, or cause to maintain, traffic signals, combination lighting, pedestrian signals along Farnsworth Avenue and the interconnection although the proposed signals will be located within a segment of Farnsworth that is in Township jurisdiction.
- C. The TOWNSHIP agrees to maintain, or cause to maintain, Farnsworth Avenue, including all facilities, sidewalks, multi-use paths, and any and all fences, guardrails, walls or appurtenances built to separate vehicular traffic from

pedestrian traffic, the bridge aesthetics, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the TOWNSHIP at their request, in its entirety.

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

Type of Bridge Structure	Affected Roadway
Type 3	Farnsworth Avenue

Type 2 - TOWNSHIP Roadway over ILLINOIS TOLLWAY Right of Way

- E. The TOWNSHIP has all maintenance responsibility as to the following:
1. All TOWNSHIP right of way and TOWNSHIP highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
 2. The following portions of the grade elevation structure:
 - a. The wearing surface maintenance of each element;
 - b. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - c. Drainage facilities above structural beams and girders;
 - d. All lighting except underpass;
 - e. All TOWNSHIP signals and signs;
 3. To the extent not addressed in other intergovernmental agreements to which the TOWNSHIP is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - a. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - b. All drainage facilities carrying exclusively TOWNSHIP drainage.

- F. The CITY has all maintenance responsibility as to the following:

1. All traffic signals on the TOWNSHIP highway and at the intersections between the TOWNSHIP highway and the ramps to and from the Toll Highway;
 2. All lighting on the TOWNSHIP right of way within the project limits.
- G. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the TOWNSHIP as set forth herein, including but not limited to the following:
1. All part of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 2. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 3. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 4. All underpass lighting.

Type 3 - Bridge Structure with a Partial or Complete Ramp Interchange System

- H. The TOWNSHIP and the ILLINOIS TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for "TOWNSHIP over ILLINOIS TOLLWAY Right of Way".
- I. At all bridge structures with a partial or complete interchange system; the TOWNSHIP has all maintenance responsibility for the following:
1. All TOWNSHIP right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the TOWNSHIP highway pavement connecting the TOWNSHIP highway roadway pavement with ILLINOIS TOLLWAY ramps;
 2. All grassed areas and embankments along TOWNSHIP highway roadway, outside fences installed to protect the Toll Highway;
 3. All guardrails on the TOWNSHIP right of way and highway roadway;
 4. All drainage facilities on TOWNSHIP highways, except for drainage structures under Toll Highway ramps;

- J. The ILLINOIS TOLLWAY has all maintenance responsibility for the following:
1. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
 - a. At diamond interchanges, or where ramps are signalized, the ILLINOIS TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the TOWNSHIP highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the TOWNSHIP through traffic lanes;
 - b. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with TOWNSHIP highway roadway, or which otherwise do not conform to the description in the paragraph above, the ILLINOIS TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside TOWNSHIP highway roadway through traffic lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp. When no acceleration-deceleration lane is incorporated in the interchange, the ILLINOIS TOLLWAY shall be responsible for the point of contiguity with the TOWNSHIP's pavement;
 - c. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the TOWNSHIP as set forth above;
 - d. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
- K. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and comment 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 Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);

- L. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the TOWNSHIP will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the TOWNSHIP.
- M. In the event the TOWNSHIP must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the TOWNSHIP, shall assist in the coordination of any required lane closures on I-88 to perform such maintenance work.
- N. 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.
- O. Signalization at the interchange, if any, will be under the control of the CITY. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The CITY consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto ILLINOIS TOLLWAY mainline pavement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within the respective PARTY'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).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by an individual PARTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of that PARTY.

- C. The PARTIES agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.
- D. Nothing herein is intended to prevent or preclude any PARTY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. Attached as Exhibit C are diagrams of the interchanges and other intersections included within the PROJECT as well as a description and identification of the ILLINOIS TOLLWAY's and the TOWNSHIP's respective maintenance responsibilities. In the event there is a conflict between the aforementioned Exhibits and the maintenance provisions contained in Section VII of this AGREEMENT, the text in Section VII shall control.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the City of Aurora, Aurora Township Highway Department and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall retain jurisdiction of I-88. The TOWNSHIP shall retain jurisdiction of Farnsworth Avenue traversed or affected by I-88 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by any PARTY 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 PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the

CITY's Engineer and the TOWNSHIP's Highway Commissioner 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 the PARTIES in the carrying out of the terms of this AGREEMENT in reference to the CITY's or the TOWNSHIP's requested work, or a dispute concerning the plans and specifications for the CITY's or the TOWNSHIP's requested work, the Chief Engineer of the ILLINOIS TOLLWAY, the CITY's Engineer and/or the TOWNSHIP Highway Commissioner shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the CITY's and/or TOWNSHIP's requested work, the decision of the CITY's Engineer and/or the TOWNSHIP's Highway Commissioner 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. 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 ILLINOIS TOLLWAY, the CITY or the TOWNSHIP 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, the CITY or the TOWNSHIP 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 CITY: The City of Aurora
44 East Downer Place
Aurora, Illinois 60507
Attn: City Engineer

To the TOWNSHIP: Aurora Township Highway
Department
220 Butterfield Road
North Aurora, Illinois 60542
Attn: Highway Commissioner

- O. 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.

THE AURORA TOWNSHIP HIGHWAY DEPARTMENT

By: _____ Attest: _____
John Shoemaker,
Highway Commissioner

Date: _____ (Please Print Name)

THE CITY OF AURORA

By: _____ Attest: _____
Thomas J. Weisner,
Mayor

Date: _____ (Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Greg M. Bedalov,
Executive Director

By: _____ Date: _____
Michael Colsch,
Chief of Finance

By: _____ Date: _____
David A. Goldberg,
General Counsel

Approved as to Form and Constitutionality

Tiffany Bohn, Senior Assistant Attorney General,
State of Illinois

RESOLUTION NO. 21029

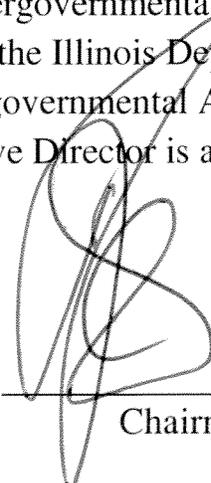
Background

As part of its improvements to I-90, the Illinois Department of Transportation (“Department”) will construct a new Cumberland Avenue flyover ramp that will carry eastbound I-90 traffic after the Tollway’s River Road toll plaza to southbound Cumberland Avenue. Included in the flyover bridge project is the construction of four retaining walls, new pavement and shoulders, drainage work, and lighting. The Department, as owner of the underlying real estate, will lead construction of this project, in close coordination with the Tollway. The Tollway will be responsible for construction costs associated with the project, and it will assume maintenance responsibilities for the new road. The cost of the Cumberland Avenue flyover bridge is currently estimated at \$16,000,000.

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 the Illinois Department of Transportation in substantially the form of the draft Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____


Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2016, 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 STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, for the benefit of the motoring public including Illinois Tollway patrons, the DEPARTMENT in order to facilitate the free flow of traffic on I-90 eastbound near Cumberland Avenue intends to make certain improvements in and around I-90 and Cumberland Avenue.

The scope of this work addressed in this Agreement includes constructing a new Cumberland Avenue Flyover that will carry eastbound I-90 traffic to southbound Cumberland Avenue. The work for the new Cumberland Flyover will include a grade separation and an approximately 850 foot long grade separation structure (DEPARTMENT SN 016-5006, ILLINOIS TOLLWAY SN 380) spanning the Chicago Transit Authority Blue Line and eastbound I- 90, along with the construction of four (4) retaining walls, new pavement and shoulders, drainage work, and lighting. (hereinafter referred to as the "CUMBERLAND FLYOVER"). The improvements on I-190 consist of the reconstruction, widening, and resurfacing of the roadway, drainage work, and lighting. The improvements on I-90 consist of widening and resurfacing of the roadway, installation of proposed storm sewer, lighting, signing, pavement markings, and collateral work necessary to complete the project (hereinafter collectively referred to as the "PROJECT"); and

WHEREAS, the PROJECT will be of immediate benefit to the ILLINOIS TOLLWAY users and will be permanent in nature; and

WHEREAS, the ILLINOIS TOLLWAY's cost sharing responsibilities include those associated with the Cumberland Flyover and the ILLINOIS TOLLWAY's portion of eastbound I-90 that falls under the ILLINOIS TOLLWAY's jurisdiction; and

WHEREAS, in order to facilitate the improvements of Interstates I-90 and I-190, known as FAI Route 90, State Section (1517R-1&1617B) 13, the ILLINOIS TOLLWAY has reviewed and approved the plans and specifications related to the roadway under the ILLINOIS TOLLWAY's jurisdiction and those for which it has assumed financial and maintenance obligations, including the Cumberland Flyover; and

WHEREAS the State of Illinois and the Department of Public Works and Buildings (subsequently absorbed into the DEPARTMENT) entered into a 1967 agreement with the Chicago Transit Authority and the County of Cook, wherein it was established and agreed to by the State of Illinois, the DEPARTMENT and the Chicago Transit Authority, that the DEPARTMENT has jurisdiction and the authority to construct and operate the Cumberland Flyover as currently planned (Exhibit A); and

WHEREAS, the DEPARTMENT currently owns, or will obtain the property interests necessary to construct the Cumberland grade separation and Flyover; and

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

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

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

WHEREAS, 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 DEPARTMENT either has or 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 ILLINOIS TOLLWAY as hereinafter stipulated.
- B.** The DEPARTMENT 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.
- C.** The final approved plans and specifications for the PROJECT shall be promptly delivered to the ILLINOIS TOLLWAY by the DEPARTMENT.

- D. The DEPARTMENT shall require all construction performed within the DEPARTMENT's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction "IDOT Specifications" and construction of the Cumberland Flyover and any construction performed on Tollway right of way shall also comply with the IDOT Specifications and the Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (hereinafter referred to as "Tollway Specifications") in effect at the time of construction.

II. RIGHT OF WAY

- A. The DEPARTMENT shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. The DEPARTMENT, either currently owns or at its expense, shall acquire all necessary rights of way (both permanent and temporary) as needed for the construction of the PROJECT, including the Cumberland Flyover, pursuant to the approved plans and specifications. It is agreed and understood that the Cumberland Flyover superstructure and substructure and the underlying right of way will be owned by the DEPARTMENT.
- C. 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.
- D. 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 DEPARTMENT agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing DEPARTMENT rights of way, and on proposed DEPARTMENT rights of way where improvements to DEPARTMENT highways are proposed by the DEPARTMENT to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.

- B.** At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the DEPARTMENT, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the DEPARTMENT's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the DEPARTMENT or due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The DEPARTMENT 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.
- C.** In the event that the work proposed by the DEPARTMENT results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the DEPARTMENT shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- D.** 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 the DEPARTMENT, the DEPARTMENT 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 DEPARTMENT 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 the ILLINOIS TOLLWAY, including but not limited to the Cumberland Flyover, 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 DEPARTMENT receives no written response from the ILLINOIS TOLLWAY within twenty-one (21) calendar days after delivery to the ILLINOIS TOLLWAY of the proposed deviation, the proposed deviation shall be deemed approved by the ILLINOIS TOLLWAY.

- C.** After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY, the DEPARTMENT shall provide no less than five (5) calendar days written notice to the ILLINOIS TOLLWAY prior to commencement of work on the PROJECT.
- D.** The DEPARTMENT shall require its contractor(s) working within the ILLINOIS TOLLWAY's rights of way to comply with the indemnification provision in the applicable version of the Tollway Specifications and Specification 107.26 in particular.
- E.** The DEPARTMENT shall require that the ILLINOIS TOLLWAY, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the DEPARTMENT requires of its contractor(s) or those included in Tollway Specification 107.27, whichever are greater, and that the ILLINOIS TOLLWAY will be added as a co-beneficiary, as its interest may appear, on all payment and performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s). The above referenced insurance requirements must be incorporated into any and all contract(s), construction, maintenance, or otherwise, that might be entered into in furtherance of this AGREEMENT. In addition, the DEPARTMENT must include contractual language in any of its contracts entered into in furtherance of this AGREEMENT requiring its contractor(s) to maintain documentation throughout the duration of this AGREEMENT evidencing the existence of required ILLINOIS TOLLWAY insurance coverage. The required insurance documentation shall include, but not be limited to: copies of policies, certificates of insurance and additional insured endorsements. Copies of all Certificates of Insurance and bonds shall be provided to the Tollway prior to the start of construction.
- F.** The DEPARTMENT, its contractor, subcontractors or vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the DEPARTMENT, its contractor, vendor, his agents, representatives, employees or subcontractors. Coverage for work under the jurisdiction of the ILLINOIS TOLLWAY shall satisfy the minimum levels of coverage as required by Section 107.27 of the Tollway Specifications. Work shall not commence until all insurance required by this section has been obtained.
- G.** 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 PROJECT that affects the ILLINOIS TOLLWAY's system. The ILLINOIS TOLLWAY shall assign personnel to perform inspections on behalf of the ILLINOIS TOLLWAY of all work included in the PROJECT that affects the ILLINOIS TOLLWAY's system, and will deliver written notices to the Region One Engineer of the DEPARTMENT advising the

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

- H.** Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- I.** No inspections or approvals by the ILLINOIS TOLLWAY or its employees, officers or agents shall relieve the DEPARTMENT's contractor(s) of responsibility and liability for the proper performance of the work as determined by the ILLINOIS TOLLWAY. DEPARTMENT inspections and approvals shall not be considered a waiver of any right the ILLINOIS TOLLWAY may have at law or pursuant to this AGREEMENT. All ILLINOIS TOLLWAY communications and correspondence with the DEPARTMENT's contractor(s) or relating to a contract shall be through the DEPARTMENT, unless otherwise specifically approved by the DEPARTMENT. In the event an ILLINOIS TOLLWAY representative discovers ILLINOIS TOLLWAY related work that is not being performed or has not been performed in accordance with the approved plans and specifications, the representative shall promptly notify in writing the DEPARTMENT or the DEPARTMENT's duly designated representative.
- J.** The DEPARTMENT shall give notice to the ILLINOIS TOLLWAY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the ILLINOIS TOLLWAY, and the ILLINOIS TOLLWAY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. At the request of the ILLINOIS TOLLWAY, the DEPARTMENT'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 the DEPARTMENT'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 DEPARTMENT. 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 seven (7) calendar days after receiving notice from the DEPARTMENT that the deficiencies have been remedied.
- K.** The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the Tollway Specifications.

V. FINANCIAL

- A. It is mutually agreed by and between the PARTIES hereto that the estimated cost and cost proration for this improvement as shown on Exhibit B are accurate and reasonable.
- B. It is mutually agreed by the PARTIES hereto that the estimated cost to the ILLINOIS TOLLWAY for the improvements included in this Intergovernmental Agreement is between \$ 10,000,000 to \$12,000,000 for construction costs.
- C. In lieu of a direct payment for the work performed by the DEPARTMENT for the benefit of the ILLINOIS TOLLWAY in this Agreement, the PARTIES mutually agree that the ILLINOIS TOLLWAY's actual costs as estimated on Exhibit B of this AGREEMENT and as described herein will not be paid directly by the ILLINOIS TOLLWAY, but instead, shall be deemed a credit and set-off from the amounts due the ILLINOIS TOLLWAY from the DEPARTMENT, which is approximately \$83,542,800.00
- D. It is further agreed that as reflected in Exhibit "B", the ILLINOIS TOLLWAY shall be responsible for the actual costs associated with the construction and maintenance of the Cumberland Flyover described in the Recital Section of this AGREEMENT.
- E. Either PARTY may request, after the construction contract(s) are let by the DEPARTMENT, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The DEPARTMENT 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. 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.
- B.** 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.
- C.** 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.
- D.** 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.
- E.** 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.

- F. 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.
- G. 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.
- H. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:

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

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

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

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall maintain I-90 and the appurtenances thereto, and that the DEPARTMENT shall retain jurisdiction and maintenance of I-90 and I-190 and their appurtenances thereto, consistent with the General Maintenance Agreement dated December 21, 1960, currently in place. The ILLINOIS TOLLWAY shall maintain or caused to be maintained, the Cumberland Flyover Ramp, DEPARTMENT SN 016-5006, ILLINOIS TOLLWAY SN 380, in its entirety as shown in Exhibit C.
- B. The ILLINOIS TOLLWAY agrees to maintain I-90, to the extent that it is under its jurisdiction.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph __ above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 3	Eastbound Interstate Route 90 traffic to southbound Cumberland Avenue

D. Type 3 - Bridge Structure with a Partial or Complete Ramp Interchange System

1. The DEPARTMENT has all maintenance responsibility as to the following:
 - a. All DEPARTMENT right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the DEPARTMENT highway pavement connecting the DEPARTMENT highway roadway pavement with the Cumberland Flyover and ILLINOIS TOLLWAY ramps;
 - b. All grassed areas and embankments along DEPARTMENT highway roadway, outside fences installed to protect the Cumberland Flyover and the Toll Highway;
 - c. All traffic signals on the DEPARTMENT highway and at the intersections between the DEPARTMENT highway and the ramps to and from the Toll Highway;
 - d. All guardrails on the DEPARTMENT right of way and highway roadway;
 - e. All drainage facilities on DEPARTMENT highways, except for drainage structures under Toll Highway ramps;
 - f. All lighting on the DEPARTMENT right of way and on areas of the intersection outside fences installed to protect the Toll Highway.
2. The ILLINOIS TOLLWAY has all maintenance responsibility for the following:
 - a. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
 - b. At diamond interchanges, or where ramps are signalized, the ILLINOIS TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the DEPARTMENT highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the DEPARTMENT's through traffic lanes;
 - c. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with DEPARTMENT highway roadway, or which otherwise do not conform to the description in the paragraph above, the ILLINOIS TOLLWAY shall maintain ramps, including the

Cumberland Flyover in its entirety, to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside DEPARTMENT highway roadway through traffic lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp. When no acceleration-deceleration lane is incorporated in the interchange, the ILLINOIS TOLLWAY shall be responsible for the point of contiguity with the DEPARTMENT's pavement;

- d. At interstate to interstate interchanges, ramps, including traffic surveillance equipment, from one agency to another shall be maintained by the agency from which traffic is exiting to the point of connection of the exit ramp to the receiving agency mainline pavement;
 - e. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the DEPARTMENT as set forth above;
 - f. All lighting installed on ILLINOIS TOLLWAY right of way, including the Cumberland Flyover, or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
3. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
- a. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - b. The permitting of any and all loads traversing the Cumberland Flyover and any grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);
 - c. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
 - d. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT before such closure;

- e. Attachment to the Cumberland Flyover or grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.
4. 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.
5. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this AGREEMENT.
6. In the event that either PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.
7. Signalization and pavement markings at the interchange, if any, will be under the control of the DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The DEPARTMENT consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic

signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto ILLINOIS TOLLWAY mainline pavement.

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 DEPARTMENT highways and Toll Highway facilities within the limits of this PROJECT.
- B.** During construction, the DEPARTMENT shall continue to maintain all portions of the PROJECT within the DEPARTMENT'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 DEPARTMENT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT, 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.** The DEPARTMENT and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.
- E.** Nothing herein is intended to prevent or preclude the DEPARTMENT and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- F.** Attached as Exhibits are diagrams of the interchanges and other intersections included within the PROJECT as well as a description and identification of the ILLINOIS TOLLWAY's and the DEPARTMENT's respective maintenance responsibilities. In the event there is a conflict between the aforementioned Exhibits and the maintenance provisions contained in Section VII of this AGREEMENT, the text in Section VII shall control.
- G.** The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to review and will consider comments on major roadway access issues along the DEPARTMENT's roadway that arise within one half (1/2) mile from the centerline of I-90. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the ILLINOIS TOLLWAY in an effort to maintain free

traffic movement at points of intersection. The DEPARTMENT and the ILLINOIS TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to DEPARTMENT's roadway.

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

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the DEPARTMENT 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-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 DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of 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 PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the DEPARTMENT's Engineer 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 there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- 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.** The Parties agree that the applicable provisions of the Prevailing Wage Act, 820 ILCS 130/1 et seq. shall apply.
- J.** Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is _____.
- K.** Under penalties of perjury, the ILLINOIS TOLLWAY certifies that its correct Federal Tax Identification number is 36 2811931 and it is doing business as a governmental entity, whose mailing address is the Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
- L.** This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- M.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- N.** The failure by the ILLINOIS TOLLWAY or the DEPARTMENT 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 DEPARTMENT unless such provision is waived in writing.
- O.** It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- P.** The DEPARTMENT shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the DEPARTMENT for a period of three (3) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Greg M. Bedalov,
Executive Director

By: _____ Date: _____
Michael Colsch,
Chief of Finance

By: _____ Date: _____
David A. Goldberg,
General Counsel

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21030

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the City Wood Dale and DuPage County in connection with improvements to Illinois Route 390 near Wood Dale in DuPage County, to construct a new two span bridge to carry Wood Dale Road over Illinois Route 390. As part of the project, the City requests architectural enhancements to the Wood Dale Road bridge and bicycle and pedestrian accommodations and the Tollway agrees to these requests. The agreement further establishes the parties’ maintenance responsibilities for the project. Although the total estimated cost for the City’s requested improvements is \$666,061.40, the City received a credit in the amount of \$345,000.00 for a parcel of land conveyed to the Tollway as a Full Fee take necessary for the completion of the project. Therefore, the estimated remaining reimbursement from the City to the Tollway is \$321,061.40.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement, in substantially similar form as the draft Intergovernmental Agreement attached to this Resolution, with the City of Wood Dale and DuPage County, and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____
Chairman



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
THE COUNTY OF DUPAGE
AND
THE CITY OF WOOD DALE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2016, 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 COUNTY OF DUPAGE, a body politic and corporate of the State of Illinois, hereinafter called "COUNTY", and the CITY OF WOOD DALE, 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 existing Elgin O'Hare Expressway, extend 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 construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction 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 will occur within the CITY's and the COUNTY's jurisdictional boundaries. This AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-14-4640 (hereinafter referred to as the "PROJECT") by making the following improvements:

A new two (2) span bridge structure to carry Wood Dale Road over Illinois Route 390 will be constructed along with a south frontage road from Mittel Drive to Wood Dale Road. A shared use path and sidewalk will be constructed on the Wood Dale Road bridge structure on the east and west sides respectively. Wood Dale Road will be widened and reconstructed, a cul-de-sac will be constructed at AEC Drive south of the south frontage road and Hansen Court will be extended from AEC Drive to Wood Dale Road. A detention pond that serves the south frontage road drainage system will be constructed west of AEC Drive. The work also includes earthwork, drainage improvements, pavement markings, signing, roadway lighting, water main relocation and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the CITY requests that the ILLINOIS TOLLWAY include in its PROJECT architectural enhancements to the Wood Dale Road bridge which include the installation of decorative railing, decorative columns with associated structural steel reinforcement, concrete staining, and a special form liner on the bridge columns, barrier walls and inside of the bridge parapet. The CITY also requests bicycle and pedestrian accommodations including a shared use path on the east side of Wood Dale Road, sidewalk on the west side of Wood Dale Road and along the south frontage road from Wood Dale Road to the Courtyard Marriot west of Wood Dale Road, and pedestrian crossings accommodations at Wood Dale Road and the south frontage road. Pedestrian lighting will be installed along Wood Dale Road on the east and west sides of the roadway between the sidewalk or the shared use path and the curb and on the decorative columns on the bridge. The CITY requested improvements are hereinafter referred to as the "CITY IMPROVEMENTS"; and

WHEREAS, subsequent to this AGREEMENT, the CITY agrees to obtain from the COUNTY and the ILLINOIS TOLLWAY an approved permit for the water main relocation work located on COUNTY property and ILLINOIS TOLLWAY property respectively, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY agrees to include the CITY IMPROVEMENTS into the PROJECT; and

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

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

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

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the CITY as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the COUNTY and the CITY for their review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

Final

- B. The CITY agrees to perform preliminary engineering for the architectural enhancements on the Wood Dale Bridge associated with the CITY IMPROVEMENTS for inclusion into the PROJECT.
- C. The final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format to the COUNTY and the CITY by the ILLINOIS TOLLWAY.
- D. The COUNTY shall review the plans and specifications which impact the COUNTY's maintained highways and the CITY shall review the plans and specifications for the CITY IMPROVEMENTS within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY and/or the CITY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the COUNTY and the CITY shall mean they agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the COUNTY's maintained highways and the CITY IMPROVEMENTS. In the event of disapproval, the COUNTY and/or the CITY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- 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, Metropolitan Water Reclamation District of Greater Chicago, DuPage County, including but not

limited to the Building & Zoning Department and Division of Transportation, 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.

- G. The COUNTY and the CITY shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way within the PROJECT limits to the ILLINOIS TOLLWAY and/or its agents, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY or the CITY.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY, pursuant to the approved plans shall perform all survey work and prepare all parcel plats and establish legal descriptions necessary to acquire all new right of way interests for the construction and future operation of the PROJECT. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its' written Policies and Procedures.
- B. For purposes of financial consideration, "Right-Of-Way Costs" incurred by the ILLINOIS TOLLWAY shall include the purchase price, court ordered judgments and final settlement amounts. Furthermore the expenses for title research, survey preparation, appraisal, negotiations, relocation, and court proceedings together with any other incidental expenses typically necessary to effectuate the acquisition of right-of-way shall be included into the final tally of "Right-Of-Way Cost" as addressed in SECTION V. of this AGREEMENT
- C. The CITY agrees to convey fee simple title to the ILLINOIS TOLLWAY, Parcel EO-1B-12-912, necessitated by construction of Illinois Route 390 and shown on EXHIBIT A, attached hereto. To effectuate the conveyance, CITY shall execute and deliver a general warranty deed in a form established by the ILLINOIS TOLLWAY. The financial consideration of this conveyance shall be used as a credit in accord with the "Right-Of-Way Cost" addressed in SECTION V. of this AGREEMENT. The total credit for this conveyance will be singularly based upon a determination of Fair Cash Market Value documented in a written appraisal report prepared by an independent Certified General Appraiser licensed to perform such work in the State of Illinois.

- D. In order to avoid PROJECT delays, the ILLINOIS TOLLWAY and the CITY hereby permit and authorize each other, their employees, vendors, and/or contractor(s) unrestricted access to use all parcels identified in “EXHIBIT A”, attached hereto. Additional consideration and/or financial credit will not be granted pursuant to this interim permission and authorization.
- E. All land conveyances pursuant to this AGREEMENT will be fully executed, tendered and accepted for recordation and all supporting documentation provided before issuance of final payments and before financial credit will be recognized pursuant to SECTION V. of this AGREEMENT.
- F. The CITY, at its own expense, shall acquire the permanent easement required for the shared use path on the east side of Wood Dale Road south of the south frontage road intersection to be constructed by the ILLINOIS TOLLWAY as part of the CITY IMPROVEMENTS. The CITY will acquire the permanent easement in advance of construction of the shared use path in this location. If this permanent easement is not secured in advance of construction of the shared use path, the ILLINOIS TOLLWAY will not construct that portion of the shared use path, and the CITY will not be responsible for the associated costs.
- G. The COUNTY agrees to involve the ILLINOIS TOLLWAY in future negotiations for new or modified access control limits adjacent to Toll Highway ramp merge locations within the COUNTY’s future right of way for maintenance and operation of their highways.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments to any PARTIES’ facilities in the design of improvements.
- B. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- 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 existing PARTY rights of way, and on proposed PARTY rights of way where improvements to the respective PARTY highways are proposed by the PARTY to be done in conjunction with the PROJECT, without charge of permit fees 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 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 PARTY.

- E. At all locations where utilities are located on rights of way owned by the ILLINOIS TOLLWAY that are planned to be subsequently transferred to another PARTY and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the PARTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) without charge of permit fees to the ILLINOIS TOLLWAY upon transfer of that right of way to another PARTY. Subsequent to transfer of that right of way to another PARTY, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the PARTY for any and all utility relocation costs the PARTY may incur that are reimbursable to the utility company for PROJECT required adjustments.
- F. At all locations where utilities are located on rights of way owned by any PARTY that are subsequently planned to be transferred to the ILLINOIS TOLLWAY and must be adjusted due to work proposed by any PARTY after the completion of the Project, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). The respective PARTY permits will no longer apply after transfer of right of way to the ILLINOIS TOLLWAY and any future relocation caused by any PARTY would result in that PARTY reimbursing the utility company. At all locations where any PARTY's utilities are located on ILLINOIS TOLLWAY rights of way or on other PARTY's rights of way and must be adjusted due to work proposed by the PARTY, the PARTY in question agrees to obtain from the ILLINOIS TOLLWAY and/or another PARTY, 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 utility relocation costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. The ILLINOIS TOLLWAY will cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT, at no cost to the PARTIES.
- H. The COUNTY and the CITY agree to accept applications for permits from utility companies to perform utility relocation work within the PROJECT and located on its property. All such applications for permits shall include an executed Utility Work Order approved by the ILLINOIS TOLLWAY.
- I. During the duration of the PROJECT, the COUNTY and the CITY agree to issue utility permits within the PROJECT limits in accordance with its regular permit process and only for utility work as documented by a Utility Work Order that is approved by the ILLINOIS TOLLWAY.
- J. In the event utility facilities are relocated within the PROJECT limits, the ILLINOIS TOLLWAY shall grant to the utility company and its successors and

assigns, owning or operating any utility facilities, the right to operate the same in the new location or locations on the property for as long a period and upon the same terms and conditions as it had the right to maintain and operate the facilities in their former location or locations.

- K. In the event utility facilities are located on property transferred to the COUNTY or CITY from the ILLINOIS TOLLWAY, the COUNTY or CITY agree to issue a permit, without charge of permit fees, for all utility work associated with or relocated as a result of the PROJECT. All subsequent maintenance, repairs or modifications to these utility facilities will require that permits be issued in accordance with the PARTIES' current Permit Ordinance.
- L. In the event that the work proposed by the COUNTY or the CITY results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the COUNTY and/or the CITY shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- M. 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, none are currently, and must be adjusted due to work proposed by the COUNTY or the CITY, the COUNTY and/or the CITY agree 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, obtain the COUNTY's and the CITY's concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY or the CITY before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the COUNTY or CITY as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the COUNTY and/or the CITY shall be submitted to the COUNTY and/or the CITY for approval prior to commencing such work. The COUNTY and/or the CITY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the COUNTY and/or the CITY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY or the CITY within thirty (30) calendar days after delivery to the COUNTY and the CITY of the proposed deviation, or does not receive a request for an extension of time, which

request shall be reasonably considered, the proposed deviation shall be deemed approved by the COUNTY and/or the CITY.

- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY and the CITY, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar days written notice to the COUNTY and the CITY prior to commencement of work on the PROJECT.
- D. The ILLINOIS TOLLWAY shall require its contractor(s) working within any of the PARTIES rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2015, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- E. The ILLINOIS TOLLWAY shall require that the COUNTY and the CITY, and their agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the COUNTY and the CITY 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).
- F. The COUNTY and the CITY 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 COUNTY's and/or the CITY's system. The COUNTY and the CITY shall assign personnel to perform inspections on behalf of the COUNTY and the CITY respectively of all work included in the PROJECT that affects the COUNTY's and/or the CITY'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.
- G. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- H. The ILLINOIS TOLLWAY shall give notice to the COUNTY and the CITY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the COUNTY and/or the CITY, and the COUNTY and the CITY shall make an inspection thereof not later than fifteen (15) calendar days after notice of 70% completion. If the COUNTY and/or the CITY does not perform a final inspection within twenty one (21) 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 and/or the CITY. At the request of the COUNTY and/or 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 COUNTY's and/or the CITY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY and/or the CITY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- I. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV.B, 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, adopted January 1, 2012, issued March 2015, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.
- J. As-built drawings of utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the CITY, in both paper format and electronically, within sixty (60) calendar days after completion of the work.
- K. As-built drawings of the Wood Dale Road improvements including the bridge and the South Frontage Road performed by the ILLINOIS TOLLWAY shall be provided to DUPAGE COUNTY, in both paper format and electronically, within sixty (60) calendar days after completion of the work.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the CITY as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary engineering for the Wood Dale Road bridge architectural enhancements as part of the CITY IMPROVEMENTS is the responsibility of the CITY and that construction engineering for those improvements shall be computed as 10% of actual construction costs. In addition, it is mutually agreed by the PARTIES hereto that for the additional CITY IMPROVEMENTS preliminary and design engineering

costs shall be computed as 5% of the actual construction costs and that construction engineering shall be computed as 10% of actual construction costs.

- C. It is mutually agreed by the PARTIES hereto that the estimated cost of the CITY's enhancements is detailed in "EXHIBIT B", which is attached hereto.
- D. It is further agreed that notwithstanding the estimated cost, the CITY shall be responsible for the actual costs associated with the requested CITY IMPROVEMENTS described in the Recital section of this AGREEMENT.
- E. The CITY has conveyed to the ILLINOIS TOLLWAY, Parcel EO-1B-12-912 as a Full Fee take, necessitated by the work being done at AEC Drive, as shown on "EXHIBIT A". The appraised market value is \$345,000 to be credited to the CITY. This sum shall be used to offset the costs of CITY IMPROVEMENTS.
- F. The CITY in separate documents has conveyed to the ILLINOIS TOLLWAY parcels required for EOWA construction and has requested additional enhancements paid for by the CITY. The balance of the transactions are to be carried over and applied to the CITY's cost responsibilities in this AGREEMENT and on future EOWA contracts involving the CITY, as identified below:
 - 1. In accordance with the Intergovernmental Agreement between the CITY and the ILLINOIS TOLLWAY for ILLINOIS TOLLWAY contract I-13-4631, EOWA at the Salt Creek Bridge and at the Mittel Drive Bridge, the CITY has conveyed to the ILLINOIS TOLLWAY, Parcel EO-1B-12-911 as shown on "EXHIBIT A". The value of land was used to offset costs of improvements requested by the CITY resulting in a credit from the ILLINOIS TOLLWAY to be carried over and applied to this AGREEMENT for the CITY's cost responsibility for requested CITY IMPROVEMENTS as shown on "EXHIBIT B". All payments and credits shall be based upon actual final costs.
 - 2. In accordance with the Intergovernmental Agreement between the CITY, COUNTY, Elk Grove Village, and the ILLINOIS TOLLWAY for ILLINOIS TOLLWAY contract I-13-4630, Illinois Route 390 Mainline Bridges over Lively Boulevard and the South Frontage Road, the CITY has conveyed to the ILLINOIS TOLLWAY, Parcels EO-1B-12-913, EO-1B-12-915, EO-1B-12-917, EO-1B-12-918, and EO-1B-12-919 as shown on "EXHIBIT A". The value of the land including the deduction of the land to be conveyed back to the CITY for the new Lively Boulevard alignment (also shown on "EXHIBIT A") was used to offset costs of improvements requested by the CITY. In summary, a credit from the ILLINOIS TOLLWAY is to be carried over and applied to this AGREEMENT for the CITY's cost responsibility for requested CITY IMPROVEMENTS as shown on "EXHIBIT B" and the remaining balance shall continue to be carried over and applied to the CITY's cost responsibilities for requested improvements on future EOWA contracts

involving the CITY. All payments and credits shall be based upon actual final costs.

- G. Any PARTY 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. 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 and piers, bridge girders/beams, bridge deck, 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the Toll Highway.

3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the Toll Highway with frontage road ramp connections.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain Illinois Route 390 in its entirety.
- B. The COUNTY agrees to maintain, or cause to maintain, Wood Dale Road, the south frontage road, including the barrier walls on the south side of the Wood Dale Road bridge (through the radius returns), the new detention basin west of AEC Drive and the drainage system along the south frontage road and Wood Dale Road, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety.
- C. The CITY agrees to maintain, or cause to maintain, AEC Drive, Hansen Court, the shared use path on the east side of Wood Dale Road south of the bridge within the PROJECT limits, the sidewalk on the west side of Wood Dale Road south of the bridge within the PROJECT limits, the water main from AEC Drive to the east side of Wood Dale Road along the south side of the south frontage road, the water main on the east side of AEC Drive to Thorndale Avenue, the water main on the north side of Thorndale Avenue from the new north-south water main connections (east of AEC Drive) to the existing water main west of Wood Dale Road, the pedestrian lighting along Wood Dale Road on the east and west sides of the roadway between the sidewalk/ shared use path and the curb and on the bridge (including the separate lighting controller), and the drainage system along AEC Drive or any work the ILLINOIS TOLLWAY is including in the PROJECT for the CITY at their request, in its entirety.
- D. The CITY agrees to be responsible for the incremental cost to maintain architectural/aesthetic enhancements (CITY IMPROVEMENTS) on elements of the Wood Dale Road Bridge maintained by the COUNTY.
- E. The PARTIES maintenance and jurisdiction responsibilities for the roadways and bridge structure are shown on “EXHIBIT C”, which is attached hereto.
- F. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph H above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 3	Wood Dale Road

- G. The COUNTY has all maintenance responsibility as to the following:

1. All COUNTY right of way and COUNTY highway (Wood Dale Road) roadway approaches to the grade separation structure and frontage roads (south frontage road from Mittel Drive to Wood Dale Road) including but not limited to pavement, curb and gutter, barrier wall, pavement markings and shoulders.
 2. South frontage road at the eastbound Illinois Route 390 slip off ramp as depicted by a line perpendicular to the terminus of the ramp gore as shown on EXHIBIT C.
 3. All grassed areas and embankments along COUNTY highway roadway and south frontage road that are outside of fences installed to protect the Toll Highway.
 4. All guardrails on the COUNTY right of way, highway roadway and south frontage road.
 5. All drainage facilities on COUNTY highways and south frontage road, except for drainage structures under Toll Highway ramps.
 6. Portions of the grade elevation structure such as the bridge deck above the structural beams including expansion joints, parapet walls, railings, steel drainage scuppers, sidewalk on the west side and shared use path on the east side, including all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, etc., subject to Section VII. D.
- H. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the COUNTY as set forth herein, including but not limited to the following:
1. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers.
 2. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic.
 3. The bridge drainage system from the drainage scuppers to the outfall, including the pipes, downspouts, and pipe supports, brackets and clamps.
 4. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage.
 5. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway.

6. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the COUNTY as set forth above.
7. All underpass lighting, all lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT.
- I. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);
- J. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the COUNTY will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the COUNTY.
- K. In the event the COUNTY must perform maintenance of those portions of the grade elevation structure as defined in Section VII, G. 6., as required under COUNTY maintenance responsibilities also defined in Section VII, G. 6 herein, the ILLINOIS TOLLWAY, after proper notice by the COUNTY, shall assist in the coordination of any required lane closures on Illinois Route 390 to perform such maintenance work.
- L. 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.
- M. The CITY agrees to assume responsibility for the reconstruction and maintenance of the shared use path, the sidewalks, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, retaining walls, landscaping, architectural enhancements, etc. installed as part of the Project

located at and on COUNTY property and ILLINOIS TOLLWAY property, in its entirety.

- N. The CITY agrees to indemnify and hold the COUNTY and 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 shared use path, sidewalk, fences, appurtenances, retaining walls, landscaping, etc.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within each PARTY's 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.
- C. The responsibilities for snow and ice removal from the roadways under jurisdiction of the respective PARTIES and for mowing and litter removal will be handled under a separate agreement between the parties.
- D. Nothing herein is intended to prevent or preclude the PARTIES and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the City of Wood Dale, the County of DuPage 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 Illinois Route 390. The COUNTY shall retain jurisdiction of Wood Dale Road and accept jurisdiction of the south frontage road from Mittel Drive to Wood Dale Road except as otherwise expressly provided for in this AGREEMENT. The CITY shall retain jurisdiction of AEC Drive and shall accept jurisdiction of Hansen Court. 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 any PARTY 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. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- G. In the event of a dispute between PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Director of Transportation/County Engineer of the COUNTY and the Director of Public Works of the CITY 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, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- H. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT in reference to the CITY's IMPROVEMENTS, or the COUNTY's facilities and roadway's respectively, or a dispute concerning the plans and specifications for the COUNTY's facilities and roadway's or the CITY's IMPROVEMENTS respectively, the Chief Engineer of the ILLINOIS TOLLWAY, the Director of Transportation/County Engineer of the COUNTY, and the Director of Public Works of the CITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the COUNTY's facilities and roadway's or the CITY's IMPROVEMENTS respectively, the decision of the Director of Transportation/County Engineer of the COUNTY, and the Director of Public Works of the CITY respectively 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.
- I. In the event there is a conflict between the terms contained in this document and the attached EXHIBITS, the terms included in this document shall control.

- J. 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.
- K. 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.
- L. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is ____36-6008457_____ and it is doing business as a governmental entity, whose mailing address is the City of Wood Dale, 404 North Wood Dale Road, Wood Dale, Illinois 60191.
- M. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- N. 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.
- O. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- P. 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.
- Q. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- R. 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 COUNTY:

The Du Page County Division of
Transportation
Jack T. Knuepfer Administration
Building
421 North County Farm Road
Wheaton, Illinois 60187
Attn: Director of
Transportation/County Engineer

To the CITY:

The City of Wood Dale
404 North Wood Dale Road
Wood Dale, Illinois 60191
Attn: City Manager

- S. All 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 COUNTY and/or the CITY 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.
- T. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This section intentionally left blank)

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

THE CITY OF WOOD DALE

By: _____ Attest: _____
Nunzio Pulice, Mayor

Date: _____
(Please Print Name)

COUNTY OF DUPAGE

By: _____ Attest: _____
Daniel J. Cronin, Chairman, Paul Hinds, County Clerk
DuPage County Board

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

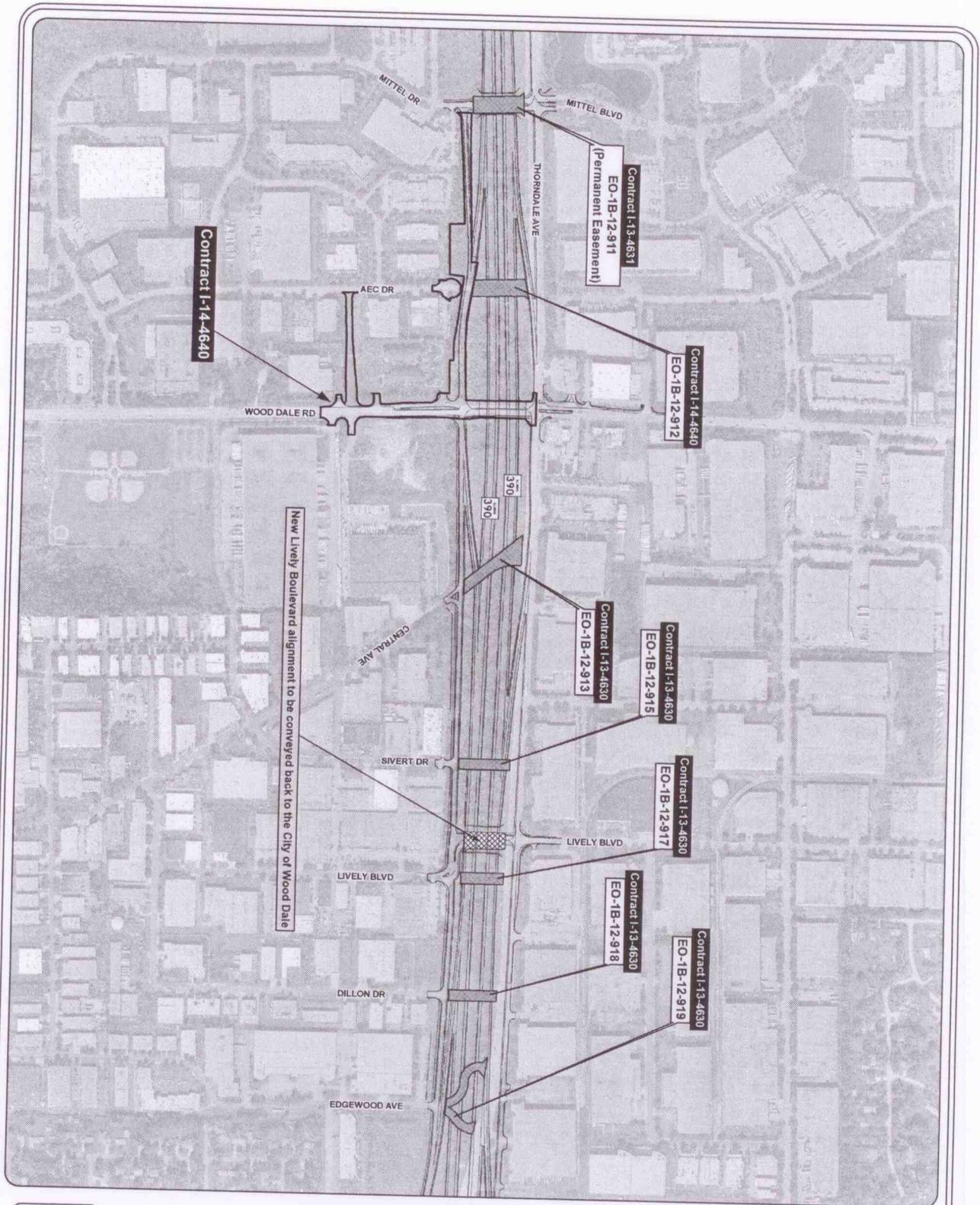
By: _____ Date: _____
Greg M. Bedalov, Executive Director

By: _____ Date: _____
Michael Colsch, Chief of Finance

By: _____ Date: _____
David A. Goldberg, General Counsel

Approved as to Form and Constitutionality

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



**Elgin O'Hare
Western Access**

LEGEND

- Project Improvements
- Contract I-14-4640
- Wood Dale Owned Parcels

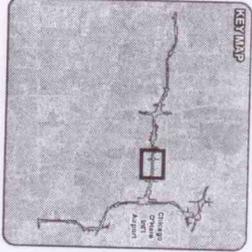


Exhibit A

Elgin O'Hare Western Access
City of Wood Dale Owned Parcels

EXHIBIT B
ILLINOIS TOLLWAY CONTRACT I-14-4640 - WOOD DALE ROAD BRIDGE AGREEMENT
ESTIMATE OF CITY OF WOOD DALE COST PARTICIPATION

Item	City Construction Cost		Design Engineering Cost		Construction Engineering Cost		Total
	100%	100%	5%	5%	10%	10%	
Wood Dale Road Bridge Architectural Enhancements	\$ 291,989.00	100%	\$ -	0%	\$ 29,198.90	100%	\$ 321,187.90
Sidewalk West Side Wood Dale Road	\$ 24,132.00	100%	\$ 1,206.60	100%	\$ 2,413.20	100%	\$ 27,751.80
Shared Use Path East Side Wood Dale Road	\$ 49,812.00	100%	\$ 2,490.60	100%	\$ 4,981.20	100%	\$ 57,283.80
Pedestrian Lighting	\$ 225,946.00	100%	\$ 11,297.30	100%	\$ 22,594.60	100%	\$ 259,837.90
Subtotal for CITY IMPROVEMENTS	\$ 591,879.00		\$ 14,994.50		\$ 59,187.90		\$ 666,061.40
Credit for Parcel EO-1B-12-912							\$ (345,000.00)
Total Amount Owed by CITY as Part of Contract 4640							\$ 321,061.40
Credit for Parcel EO-1B-12-911							\$ (107,000.00)
City Enhancements Requested as part of Contract 4631							\$ 9,838.11
Total Credit from ILLINOIS TOLLWAY to the CITY as part of Contract 4631							\$ (97,161.89)
Credit for Parcel EO-1B-12-913							\$ (235,000.00)
Credit for Parcel EO-1B-12-915							\$ (230,000.00)
Credit for Parcel EO-1B-12-917							\$ (215,000.00)
Credit for Parcel EO-1B-12-918							\$ (245,000.00)
Credit for Parcel EO-1B-12-919							\$ (380,000.00)
Lively Boulevard Alignment to be Conveyed Back to CITY							\$ 215,000.00
City Enhancements Requested as part of Contract 4630							\$ 164,573.05
Total Credit from ILLINOIS TOLLWAY to the CITY as part of Contract 4630							\$ (926,426.95)
Total Credit from the ILLINOIS TOLLWAY to the CITY as part of this AGREEMENT							\$ (701,527.44)

- NOTES:**
- The CITY's cost participation shall be predicated on the percentages shown above for the specified work.
 - The CITY's cost's shall be determined by multiplying the final quantities times the contract(s) unit price.
 - The CITY of Wood Dale is responsible for 100% of the unit cost differential for the Bridge Fence Railing (Special) over and above the ILLINOIS TOLLWAY's standard treatment.
 - The CITY of Wood Dale's cost responsibility for the CITY IMPROVEMENTS shall be based upon actual final costs.
 - The terms and conditions of the costs and credits identified as being carried over from Contract 4630 and 4631 are included in separate documents between the ILLINOIS TOLLWAY and CITY.
 - The remaining balance of \$701,527.44 is to be carried over and applied to the CITY's cost responsibilities for requested improvements on future EDWA contracts involving the CITY.



Elgin O'Hare Western Access

LEGEND

- Wood Dale Jurisdiction
- Tollway Jurisdiction
- DuPage County Jurisdiction
- Bridge
- Contract 1-14-4640

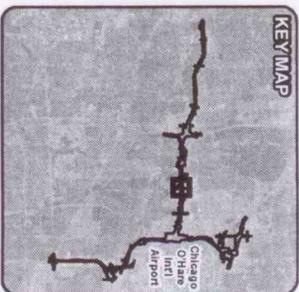
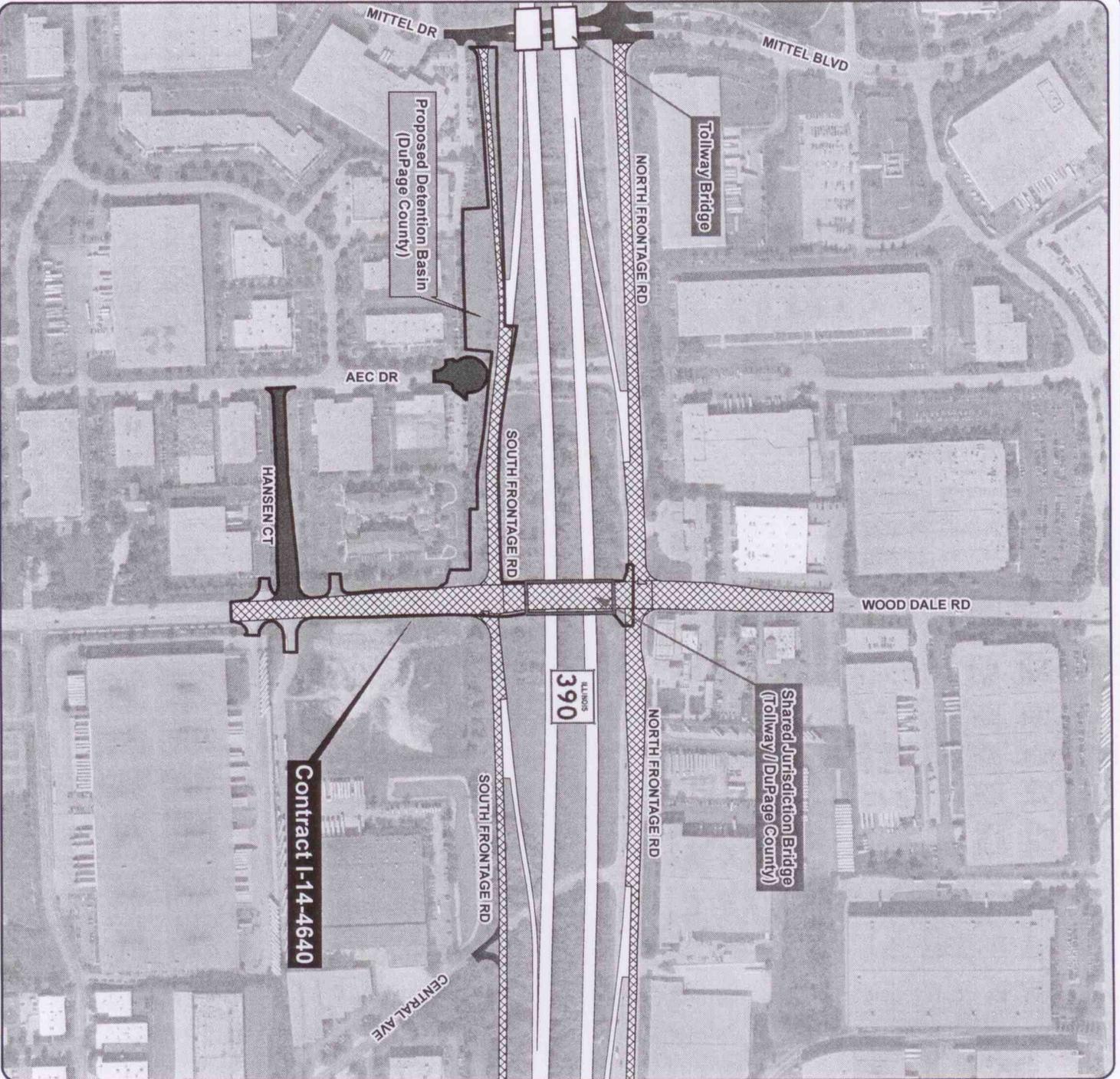


Exhibit C
Road and Bridge Jurisdiction Map
for Contract 1-14-4640

RESOLUTION NO. 21031

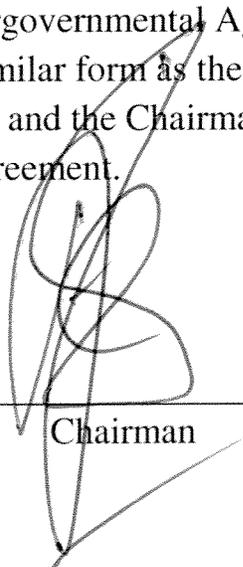
Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Village of Roselle in connection with improvements to Illinois Route 390 in the Village. The Tollway will provide landscaping improvements from Lake Street (U.S. Route 20) to Rohlwing Road (Illinois Route 53) on both Village and Tollway right of way. Included in the work is tree planting as part of the Tollway’s tree replacement policy for the overall EOWA project. Among other things, the Village agrees to maintain the improvements within Village limits.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement with the Village of Roselle, in substantially similar form as the draft Intergovernmental Agreement attached to this Resolution, and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____
Chairman



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF ROSELLE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2016, 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 VILLAGE OF ROSELLE, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", 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 existing Elgin O'Hare Expressway, extend 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 construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction 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 the VILLAGE's jurisdictional limits, this AGREEMENT includes the scope of improvements for ILLINOIS TOLLWAY Contract I-15-4651, Landscape Improvement from Lake Street (U.S. Route 20) to Rohlwing Road (Illinois Route 53) (hereinafter referred to as the "PROJECT"). The scope of work consists of landscaping improvements along Illinois Route 390 from U.S. Route 20 to Illinois Route 53, including tree plantings as part of the ILLINOIS TOLLWAY's tree replacement policy for the overall EOWA project, seeding, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the PROJECT improvements are within ILLINOIS TOLLWAY right of way limits along Illinois Route 390 with the exception of improvements located along the north side of Illinois Route 390 east and west of Plum Grove Road where the landscape work is proposed outside of ILLINOIS TOLLWAY right of way and within the VILLAGE limits. The improvements proposed outside of ILLINOIS TOLLWAY right of way are located along the south side of Woodfield Trail and Yosemite Court between ILLINOIS TOLLWAY right of way and "TRAILS" and "TRAILS VILLAGE" subdivisions located within the VILLAGE limits; and

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective responsibilities towards landscape design, VILLAGE permitting, landscape installation, and maintenance of those landscape elements PROJECT described herein; 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 VILLAGE by virtue of its powers as set forth in the "Illinois Municipal Code," 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design , obtain necessary surveys, and prepare the landscaping plans and specifications [sometimes jointly referred to herein as "CONSTRUCTION"] for the landscape elements PROJECT described herein. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the VILLAGE for their review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

Final

- B. The final approved plans and specifications for the landscape elements PROJECT described herein shall be promptly delivered via hard copy and DVD format to the VILLAGE by the ILLINOIS TOLLWAY.
- C. The VILLAGE shall review the plans and specifications which impact their respective maintained highways and facilities within thirty (30) calendar days of receipt thereof for Village code compliance. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and

specifications. Approval by the VILLAGE respectively shall mean they agree with all specifications in the plans, including alignment and location of the landscape elements PROJECT described herein improvements which impact their maintained highways and facilities. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

- D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-DuPage Soil and Water Conservation District, DuPage County, including but not limited to Department of Economic Development and Planning and Division of Transportation, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The VILLAGE shall grant and consent to any and all VILLAGE Code compliant permits, rights of access (ingress and egress), temporary use of its property and right of way necessary for the landscape elements PROJECT described herein to the ILLINOIS TOLLWAY, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.
- G. The ILLINOIS TOLLWAY shall require all CONSTRUCTION performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2015, as amended.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the VILLAGE for the construction of this PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the VILLAGE's property or rights of way which the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their Toll Highway system.

Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the VILLAGE's right of way in regards to this AGREEMENT.

- B. In the event, the ILLINOIS TOLLWAY identifies areas of the VILLAGE's 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 VILLAGE, shall upon the ILLINOIS TOLLWAY's application to the VILLAGE's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge of permit fees to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the VILLAGE shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the landscape elements PROJECT described herein, that those lands used shall be restored to an "as good as – or – better" than pre-construction condition. Approval of any Village code compliant permit shall not be withheld by the VILLAGE.
- C. For the portions of the landscape elements PROJECT described herein improvements located outside of ILLINOIS TOLLWAY right of way and within the "TRAILS" and "TRAILS VILLAGE" subdivisions located within the VILLAGE limits, the VILLAGE shall exercise its best efforts to obtain executed Right of Entry Agreements prepared by the ILLINOIS TOLLWAY which will authorize access to the "TRAILS" and "TRAILS VILLAGE" subdivision right of way by ILLINOIS TOLLWAY personnel and those of its contractors and agents prior to the commencement of work on the aforementioned right of way. The Right of Entry Agreements shall be lawfully approved and executed by the TRAILS and/or TRAILS VILLAGE on or before May 1st, 2016. If the Right of Entry Agreements are not lawfully approved and executed by May 1st, 2016 by the TRAILS and/or the TRAILS VILLAGE the Village shall have no further obligation to obtain Right of Entry Agreements and the ILLINOIS TOLLWAY shall only be responsible for the VILLAGE landscaping and landscaping for the association that has timely and lawfully approved and executed the Right of Entry Agreement.

III. UTILITY RELOCATION

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

- C. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the landscape elements PROJECT described herein 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 VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the landscape elements PROJECT described herein, at no expense to the VILLAGE.
- D. At all locations where utilities are located on the VILLAGE's rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE 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.

IV. CONSTRUCTION

- A. The TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the landscape elements PROJECT described herein to be constructed in accordance with the landscape elements PROJECT described herein 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 VILLAGE for approval prior to commencing such work. The VILLAGE shall review the plans and specifications which impact the PARTY's maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed their approval of the plans and specifications. Approval by the VILLAGE shall mean they agree with all specifications in the plans pertaining to the alignment and location of the landscape elements PROJECT described herein deviations which impact their respective jurisdiction. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and return them to the ILLINOIS TOLLWAY for review and consideration.
- C. After award of the CONSTRUCTION contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar day's written notice to the VILLAGE prior to commencement of work on the landscape elements PROJECT described herein.
- D. The VILLAGE and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the landscape elements PROJECT described herein that affects the VILLAGE's system. The VILLAGE shall assign personnel to perform

inspections on behalf of the VILLAGE of all work included in the landscape elements PROJECT described herein that affects the VILLAGE'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.

- E. For the portions of the landscape elements PROJECT described herein improvements located outside of ILLINOIS TOLLWAY right of way and within the "TRAILS" AND "TRAILS VILLAGE" subdivisions located within the VILLAGE limits, the VILLAGE shall cooperate with the ILLINOIS TOLLWAYS contractors in securing approval from the "TRAILS" and "TRAILS VILLAGE" subdivisions management for the ILLINOIS TOLLWAY, its contractor, and all tiers of subcontractors, and their agents to, not only access the "TRAILS" and "TRAILS VILLAGE" subdivision right of way, but for also allowing the access and storage of their equipment specific to the construction and maintenance of the landscape elements PROJECT described herein improvements located on said right of way. The area of storage, equipment and parking and any other requirements shall be agreed upon prior to initiation of the work to be performed.
- 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 require its contractor(s) working within any of the VILLAGE rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2015, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- H. Upon completion and acceptance of the landscaping on VILLAGE property, the VILLAGE 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 VILLAGE'S access, use, maintenance of the landscape improvements constructed by the ILLINOIS TOLLWAY on VILLAGE right of way. Nothing in this section shall be interpreted to waive any statutory or common law privileges and immunities of the ILLINOIS TOLLWAY or VILLAGE which are fully reserved. There are no third party beneficiaries of this Agreement.
- I. The ILLINOIS TOLLWAY shall require that the VILLAGE, and their agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the 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).

- J. The ILLINOIS TOLLWAY, on behalf of the VILLAGE, shall enforce against its contractor and/or subcontractor any contract terms or conditions, including warranties, requiring that the landscaping materials meet the contract specifications in Section 253 of the ILLINOIS TOLLWAY Supplemental Specifications and are viable for any period of time required by the specifications. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all the landscape elements PROJECT described herein construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within twenty-one (21) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the VILLAGE, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within 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 VILLAGE shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- K. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV B, 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 the landscape elements PROJECT described herein related engineering, right of way, construction engineering and CONSTRUCTION costs.
- B. The VILLAGE may request, after the CONSTRUCTION contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the landscape elements PROJECT described herein 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 landscape elements PROJECT described herein. 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 VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VIII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VII. Maintenance includes but is not limited to:
 - a. "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.
 - b. "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.
 - c. "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.
- 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 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. The ILLINOIS TOLLWAY agrees to maintain Illinois Route 390 and landscaping improvements within ILLINOIS TOLLWAY right of way limits in their entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, the landscape elements PROJECT described herein landscaping improvements outside of ILLINOIS TOLLWAY located on property or right of way owned and controlled by the VILLAGE.
- 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.

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 VILLAGE highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the VILLAGE shall continue to maintain all portions of the landscape elements PROJECT described herein within the VILLAGE'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 landscaping on VILLAGE property or right of way which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, 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 VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements for maintenance.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Roselle (VILLAGE) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- 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 either the VILLAGE or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than thirty (30) 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. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the

resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- I. The VILLAGE shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the VILLAGE for a period of three years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. 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.
- L. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- 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 VILLAGE:

The Village of Roselle
31 South Prospect Street
Roselle, Illinois 60172
Attn: Village Engineer

- O. The VILLAGE 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 VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The VILLAGE 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.

(This section intentionally left blank)

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

THE VILLAGE OF ROSELLE

By: _____
Gayle A. Smolinski, Mayor

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

Approved as to Form and Constitutionality

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

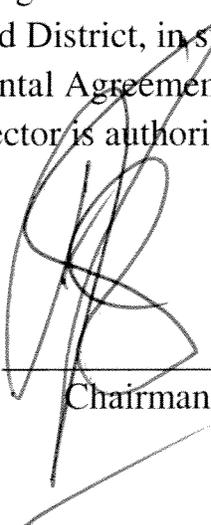
RESOLUTION NO. 21032

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Spring Township and the Spring Township Road District in connection with improvements to I-90 within the Township, to remove and reconstruct the Spring Center Road Bridge over the Tollway. The agreement establishes the parties’ maintenance responsibilities for the project.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement with Spring Township and the Spring Township Road District, in substantially similar form as the draft Intergovernmental Agreement attached to this Resolution, and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by:  _____
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
SPRING TOWNSHIP
AND
THE SPRING TOWNSHIP ROAD DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2016, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", SPRING TOWNSHIP, an Illinois unit of local government, hereinafter called the "TOWNSHIP" and SPRING TOWNSHIP ROAD DISTRICT of Boone County, an Illinois body politic and corporate of the State of Illinois, hereinafter called the "ROAD DISTRICT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY to facilitate the free flow of traffic and further the safety to the motoring public, recently approved a 15 year Capital Program, "Move Illinois; *The Illinois Tollway Driving the Future*," which includes improvements to the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway"), including reconstructing and widening from the John F. Kennedy Expressway to Illinois Route 39. The contemplated improvements are substantially included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-14-5700 (hereinafter referred to as the "PROJECT") by making the following improvements:

Removal and reconstruction of the Spring Center Road Bridge and associated roadway improvements to accommodate the widening proposed for the I-90 mainline improvements and to raise the vertical profile of these bridges over the proposed I-90. The work also includes roadway construction, ramp construction, toll highway lighting, sign relocation, drainage improvements, and any other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the ILLINOIS TOLLWAY, the TOWNSHIP and the ROAD DISTRICT 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 TOWNSHIP by virtue of its powers as set forth in the Township Code 60 ILCS 1/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the ROAD DISTRICT, by virtue of its powers as set forth in the Illinois Highway Code, 605 ILCS 5/6-101, *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 TOWNSHIP and ROAD DISTRICT shall review the plans and specifications which impact the TOWNSHIP's maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the TOWNSHIP and ROAD DISTRICT within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the TOWNSHIP and ROAD DISTRICT shall mean the TOWNSHIP and ROAD DISTRICT agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the ROAD DISTRICT's maintained highways within the TOWNSHIP. In the event of disapproval, the TOWNSHIP and ROAD DISTRICT will detail in writing its objections to the proposed plans and specifications for review and consideration 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 final approved plans and specifications for the PROJECT shall be promptly delivered to the TOWNSHIP and the ROAD DISTRICT by the ILLINOIS TOLLWAY.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-Du Page Soil and Water Conservation District, Du Page 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, Road District, 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 TOWNSHIP and ROAD DISTRICT 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 TOWNSHIP or ROAD DISTRICT.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the TOWNSHIP or ROAD DISTRICT for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the TOWNSHIP's, ROAD DISTRICT's or the ILLINOIS TOLLWAY's property or rights of way which the TOWNSHIP, ROAD DISTRICT, 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 TOWNSHIP's or ROAD DISTRICT's right of way or of the ILLINOIS TOLLWAY's right of way.
- B. In the event the ILLINOIS TOLLWAY identifies areas of the TOWNSHIP's or ROAD DISTRICT's 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 TOWNSHIP and/or ROAD DISTRICT, shall upon the ILLINOIS TOLLWAY's application to the TOWNSHIP's or ROAD DISTRICT'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 necessary in furtherance of this AGREEMENT. In addition, the TOWNSHIP and/or ROAD DISTRICT shall waive the contractor's surety bonding requirement. The ILLINOIS TOLLWAY agrees that upon completion of the PROJECT, that those lands impacted by the ILLINOIS TOLLWAY or the PROJECT be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the TOWNSHIP and/or ROAD DISTRICT.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the TOWNSHIP and ROAD DISTRICT, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing TOWNSHIP and/or ROAD DISTRICT 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 TOWNSHIP and/or ROAD DISTRICT highway rights of way; and 2) to TOWNSHIP and/or ROAD DISTRICT facilities improved as part of the PROJECT.
- C. 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 ROAD DISTRICT or TOWNSHIP jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the ROAD DISTRICT or TOWNSHIP.
- D. At all locations where utilities are located on TOWNSHIP and/or ROAD DISTRICT rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the TOWNSHIP and ROAD DISTRICT agree to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the TOWNSHIP and ROAD DISTRICT for any and all out of pocket costs the TOWNSHIP and/or ROAD DISTRICT may incur, respectively, in causing the aforementioned utility or utilities 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 the TOWNSHIP and/or ROAD DISTRICT shall be submitted to the TOWNSHIP and ROAD DISTRICT for approval prior to commencing such work. The TOWNSHIP and ROAD DISTRICT 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 TOWNSHIP and/or ROAD DISTRICT shall detail in writing its

specific objections. If the ILLINOIS TOLLWAY receives no written response from the TOWNSHIP and/or ROAD DISTRICT within thirty (30) calendar days after delivery to the TOWNSHIP and ROAD DISTRICT of the proposed deviation, the proposed deviation shall be deemed approved by the TOWNSHIP and ROAD DISTRICT.

- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the TOWNSHIP and/or ROAD DISTRICT, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the TOWNSHIP and ROAD DISTRICT prior to commencement of work on the PROJECT.
- D. The ROAD DISTRICT, TOWNSHIP 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 ROAD DISTRICT's or TOWNSHIP's system. The ROAD DISTRICT or TOWNSHIP shall assign personnel to perform inspections on behalf of the ROAD DISTRICT or TOWNSHIP of all work included in the PROJECT that affects the ROAD DISTRICT's or TOWNSHIP'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.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the TOWNSHIP and ROAD DISTRICT upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the TOWNSHIP or ROAD DISTRICT, and the TOWNSHIP or ROAD DISTRICT shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If the TOWNSHIP or ROAD DISTRICT does not perform a final inspection within fifteen (15) 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 TOWNSHIP and ROAD DISTRICT. At the request of the TOWNSHIP or ROAD DISTRICT, 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 TOWNSHIP'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 Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The TOWNSHIP shall perform such joint re-inspections within fifteen (15) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

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

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Either the ROAD DISTRICT, TOWNSHIP or the ILLINOIS TOLLWAY 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 TOWNSHIP and the ROAD DISTRICT.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the ROAD DISTRICT or TOWNSHIP.
- 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. "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 Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.

- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and the ROAD DISTRICT shall retain jurisdiction and maintenance responsibilities for Spring Center Road in its entirety. The PARTIES maintenance responsibilities are further detailed below.
- B. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Spring Center Road

Type 2 – ROAD DISTRICT Roadway over ILLINOIS TOLLWAY Right of Way

1. The ROAD DISTRICT has all maintenance responsibility as to the following:
 - a. All ROAD DISTRICT right of way and ROAD DISTRICT highway roadway approaches to the grade separation structures, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
 - b. The following portions of the grade elevation structures:
 - i. The wearing surface above the top layer of reinforcement;
 - ii. Bridge deck anti-icing and de-icing, snow removal, sweeping, pavement marking, litter and debris removal, and grate and scupper cleaning and repair,

- iii. Drainage facilities above structural beams and girders;
 - iv. All ROAD DISTRICT lighting except underpass;
 - v. All ROAD DISTRICT signals and signs;
 - vi. To the extent not addressed in other intergovernmental agreements to which the ROAD DISTRICT is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - vii. All drainage facilities carrying exclusively ROAD DISTRICT drainage.
- c. The ROAD DISTRICT's obligations as set forth above shall be limited to the greater of \$10,000 annually, or such financial amount as the ROAD DISTRICT, in its opinion, can afford from its budget annually for such work. If the ROAD DISTRICT cannot perform its maintenance responsibilities as stated above because of budget or other extraneous reasons, then the ROAD DISTRICT shall inform the ILLINOIS TOLLWAY immediately by telephone or electronic mail. The Chief Engineer of the ILLINOIS TOLLWAY, the TOWNSHIP's Supervisor, and the ROAD DISTRICT's Highway Commissioner shall meet and resolve the issue.
2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the ROAD DISTRICT as set forth herein, including but not limited to the following:
- a. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - b. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - c. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - d. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - e. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;

- f. All underpass lighting.
- C. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and comment on the following:
- 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way; and
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves).
- D. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the ROAD DISTRICT will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the TOWNSHIP and the ROAD DISTRICT.
- E. In the event the TOWNSHIP must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the TOWNSHIP, shall assist in the coordination of any required lane closures on I-90 to perform such maintenance work.
- F. 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.
- G. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to said bridges, then the ILLINOIS TOLLWAY hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said bridges, including the deck, at the end of its useful life, usually 60 years or sooner if necessitated by the ILLINOIS TOLLWAY, unless otherwise agreed to by the parties.

- H. If in the future, the ROAD DISTRICT adopts a roadway or other improvement which requires modification, relocation or reconstruction to said bridges, then the ROAD DISTRICT hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said bridges, including the deck, at the end of its useful life, usually 60 years or sooner if necessitated by the ROAD DISTRICT, and only after full approval by the ILLINOIS TOLLWAY and its Board of Directors, unless otherwise agreed to by the parties.

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 ROAD DISTRICT highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the ROAD DISTRICT shall continue to maintain all portions of the PROJECT within the ROAD DISTRICT'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 ROAD DISTRICT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the ROAD DISTRICT, 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. The ROAD DISTRICT and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- E. Nothing herein is intended to prevent or preclude the ROAD DISTRICT and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between Spring Township, Spring Township Road District 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-90. The ROAD DISTRICT shall retain jurisdiction of Spring Center Road traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the ROAD DISTRICT 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 TOWNSHIP, the ROAD DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the TOWNSHIP's Supervisor, and the ROAD DISTRICT's Highway Commissioner 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 the TOWNSHIP, the ROAD DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the TOWNSHIP's and/or ROAD DISTRICT's facilities and/or roadways, or a dispute concerning the plans and specifications for the TOWNSHIP's and/or ROAD DISTRICT's facilities and/or roadways, the Chief Engineer of the ILLINOIS TOLLWAY, the TOWNSHIP's Supervisor and the ROAD DISTRICT's Highway Commissioner shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the TOWNSHIP's and/or ROAD DISTRICT's facilities and/or roadways, the decision of the TOWNSHIP's Supervisor and the ROAD DISTRICT's Highway Commissioner 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. 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 ILLINOIS TOLLWAY, the TOWNSHIP, or the ROAD DISTRICT 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, the TOWNSHIP, or the ROAD DISTRICT 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 Du Page 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 TOWNSHIP:

Spring Township
1236 Shattuck Road
Garden Prairie, Illinois 61038
Attn: Township Supervisor

To the ROAD DISTRICT:

Spring Township Road District
1236 Shattuck Road
Garden Prairie, Illinois 61038
Attn: Highway Commissioner

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

(This section intentionally left blank)

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

SPRING TOWNSHIP

By: _____
Ryan Kufalk
Township Supervisor
Date: _____

Attest: _____
Karen Smiley,
Township Clerk

SPRING TOWNSHIP ROAD DISTRICT

By: _____
Chad Harbison
Township Highway Commissioner
Road District Clerk

Attest: _____
Karen Smiley,
Township

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany Bohn, Senior Assistant Attorney General, State of Illinois

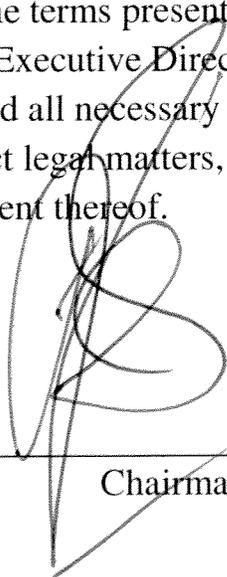
RESOLUTION NO. 21033

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding a workers’ compensation claim with Scott Soldwisch as recommended by defense counsel Ganan & Shapiro. It is in the best interest of the Tollway to proceed with the settlement.

Resolution

The settlement of Scott Soldwisch’s workers’ compensation claim is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chairman or the Executive Director, as well as the General Counsel, are authorized to execute any and all necessary documents to effectuate this settlement and resolve all adjunct legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:  _____
Chairman