

## RESOLUTION NO. 21055

**Background**

The Board of Directors previously approved, pursuant to Resolution No. 20736, the composition and responsibilities of various committees to assist the Board in carrying out its duties under the Toll Highway Act. It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to supersede Resolution No. 20736 due to recent appointment of a new director by the Governor of Illinois. This Resolution shall also supersede all prior resolutions regarding membership on the Tollway's permanent Board committees.

**Resolution**

In the interest of executive economy and to provide thorough review of policy issues, effective immediately, the Board of Directors hereby declares that the membership of the committees listed below shall be as follows:

**Finance, Administration and Operations**

Chair: Joseph Gomez  
Members: Earl Dotson, Jr.  
David Gonzalez  
Neli Vazquez Rowland

**Executive**

Chair: Robert Schillerstrom  
Members: Joseph Gomez  
David Gonzalez

RESOLUTION NO. 21055

**Resolution (continued)**

Customer Service and Planning

Audit

Chair: Robert Schillerstrom

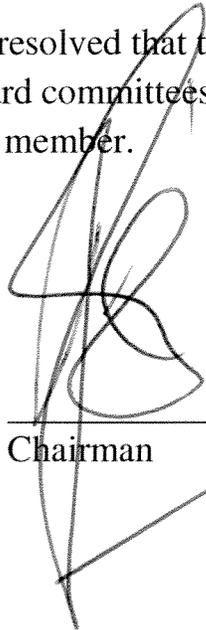
Chair: David Gonzalez

Members: James Banks  
Craig Johnson  
James Sweeney  
Neli Vazquez Rowland

Members: Earl Dotson, Jr.  
James Sweeney

It is further resolved that the Board Chairman is hereby also an ex-officio member of all Board committees for which the Board Chairman does not serve as a regular committee member.

Approved by:

  
\_\_\_\_\_

Chairman

## RESOLUTION NO. 21056

**Background**

WHEREAS, the Illinois State Toll Highway Authority (“the Tollway”), pursuant to the Toll Highway Act, 605 ILCS 10/1 *et seq.* (“the Act”), is granted all powers necessary to carry out its legislative purposes as to the construction, operation, regulation and maintenance of its system of toll highways; and

WHEREAS, the Tollway is committed to continue be an industry leader in sustainability, environmental leadership, and stewardship; and

WHEREAS, in furtherance of this commitment, the Tollway has adopted and implemented the Federal Highway Administration’s Infrastructure Voluntary Evaluation Sustainability Tool (“INVEST”) program; and

WHEREAS, the implementation of the sustainability rating system in the INVEST program has highlighted the benefits of the Tollway’s current sustainability initiatives, including the Tollway’s innovative materials reuse and recycling efforts and post construction storm-water best management practices, among others; and

WHEREAS, the Chicago Region Trees Initiative (“CRTI”) was founded by The Morton Arboretum (“Arboretum”) and Openlands and is based on data collected as part of a Chicago regional tree inventory conducted by the U.S. Forest Service and the Arboretum; and

WHEREAS, CRTI has invited the Tollway to become a CRTI Partner and join a diverse group of public and private organizations committed to supporting a healthier urban forest in the seven-county Chicago region; and

WHEREAS, the Tollway recognizes the increased overall value to the Tollway and region that an expanded, healthy tree canopy will provide including improved air and water quality, reduced flooding and creation of habitat; and

RESOLUTION NO. 21056

**Background - Continued**

WHEREAS, the Tollway, in further effort to support and demonstrate its commitment to environmental stewardship, is in the process of developing a Landscape Master Plan that is intended to identify areas for expanding a healthy and vibrant tree canopy and pollinator friendly habitats throughout the Tollway’s system; and

WHEREAS, the Tollway recognizes that by affiliating with CRTI, and a commitment to working cooperatively with CRTI in the facilitation of its goals and objectives, including but not limited to improving planting strategies, species diversity and incentivizing tree protection, the Tollway can more fully recognize its efforts to preserve and expand a healthy tree canopy throughout the Tollway system.

**Resolution**

NOW, THEREFORE, BE IT RESOLVED by the Illinois State Toll Highway Authority as follows:

1. The Tollway hereby proclaims its support for the mission of the Chicago Region Trees Initiative, and respectfully accepts the invitation to join CRTI as a CRTI Partner; and

2. As demonstration of the Tollway’s commitment to furthering its shared goals with CRTI, the Tollway hereby commits to include in its Landscape Master Plan (in formation) an aspirational goal to plant in excess of 50,000 new trees within the Tollway right of way before the end of the current decade.

Approved by: \_\_\_\_\_  
Chairman



## RESOLUTION NO. 21057

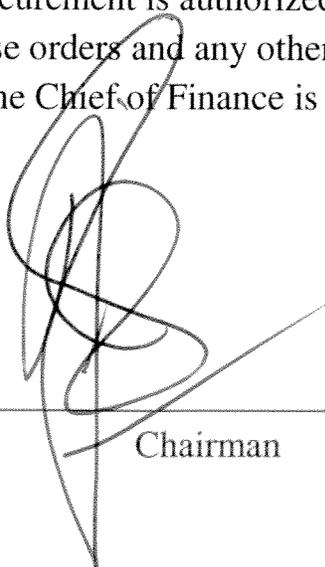
**Background**

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Hirsch Velocity System Locks and Lock Parts (Contract No. 14-0090) from A-1 Lock, Inc. (d.b.a. A-1 Corporate Hardware). It is in the best interest of the Tollway, pursuant to the terms and conditions of the CMS master contract, to continue to utilize this CMS master contract and increase the upper limit of compensation of Tollway Contract No. 14-0090 by an amount not to exceed \$100,000.00 for the purchase of additional Hirsch Velocity System Locks and Lock Parts. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

**Resolution**

The continued utilization of the CMS master contract and the increase to the upper limit of compensation of Tollway Contract No. 14-0090 for the purchase of additional Hirsch Velocity System Locks and Lock Parts from A-1 Lock, Inc. (d.b.a. A-1 Corporate Hardware) is approved in an amount not to exceed \$100,000.00 (increase from \$240,000.00 to \$340,000.00). 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. 21058

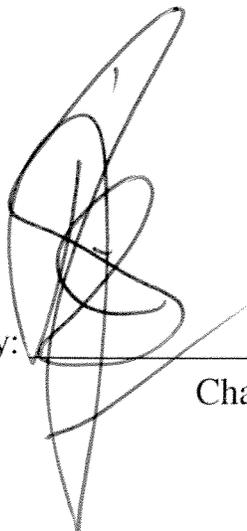
**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Building Glass Repair Services. Pursuant to the Tollway's Invitation for Bid No. 12-0289RR, the Tollway has determined that European Craftsmanship, Inc. (d.b.a. ECI Green, Inc.) is the lowest responsive and responsible bidder for Building Glass Repair Services for an upper limit of compensation not to exceed \$146,264.00.

**Resolution**

The bid from European Craftsmanship, Inc. (d.b.a. ECI Green, Inc.) for the purchase of Building Glass Repair Services is accepted. Contract No. 12-0289RR is approved in an amount not to exceed \$146,264.00. 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. 21059

**Background**

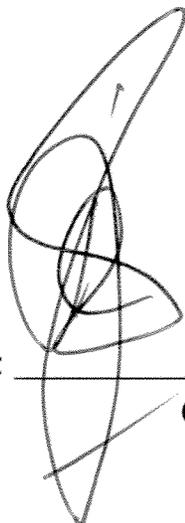
The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Pre-Filled Compressed Gas Cylinders and Refill Services. Pursuant to the Tollway's Invitation for Bid No. 15-0082R, the Tollway has determined that City Welding Sales & Service, Inc. is the lowest responsive and responsible bidder for Pre-Filled Compressed Gas Cylinders and Refill Services for an upper limit of compensation not to exceed \$100,468.40.

**Resolution**

The bid from City Welding Sales & Service, Inc. for the purchase of Pre-Filled Compressed Gas Cylinders and Refill Services is accepted. Contract No. 15-0082R is approved in an amount not to exceed \$100,468.40. 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. 21060

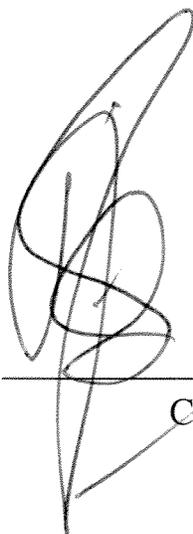
**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Electrical Wire and Cable. Pursuant to the Tollway's Invitation for Bid No. 15-0048, the Tollway has determined that J.P. Simons & Co. is the lowest responsive and responsible bidder for Electrical Wire and Cable for an upper limit of compensation not to exceed \$97,320.00.

**Resolution**

The bid from J.P. Simons & Co. for the purchase of Electrical Wire and Cable is accepted. Contract No. 15-0048 is approved in an amount not to exceed \$97,320.00. 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. 21061

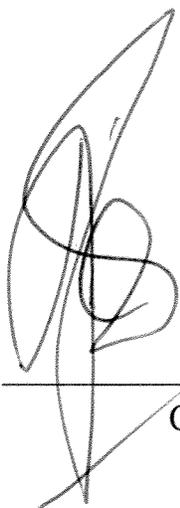
**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring HVAC Replacement Parts. Pursuant to the Tollway's Invitation for Bid No. 16-0014, the Tollway has determined that J.P. Simons & Co. is the lowest responsive and responsible bidder for HVAC Replacement Parts for an upper limit of compensation not to exceed \$79,800.00.

**Resolution**

The bid from J.P. Simons & Co. for the purchase of HVAC Replacement Parts is accepted. Contract No. 16-0014 is approved in an amount not to exceed \$79,800.00. 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. 21062

**Background**

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Underground Fuel Tank Monitoring System Services (Contract No. 11-0083R) from Stenstrom Petroleum Services, Inc. (d.b.a. Stenstrom Petroleum Services Group). It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to continue to utilize this contract and increase the upper limit of compensation of Tollway Contract No. 11-0083R by an amount not to exceed \$20,000.00 for the purchase of additional Underground Fuel Tank Monitoring System Services.

**Resolution**

The continued utilization of the contract and the increase to the upper limit of compensation of Contract No. 11-0083R for the purchase of additional Underground Fuel Tank Monitoring System Services from Stenstrom Petroleum Services, Inc. (d.b.a. Stenstrom Petroleum Services Group) is approved in an amount not to exceed \$20,000.00 (increase from \$43,800.00 to \$63,800.00). 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. 21063

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-4259 for Pavement Rehabilitation on the Tri-State Tollway (I-294) Maintenance Facility M-2 (Hillside) at Milepost 29.8 (Cermak Rd.). The lowest responsible bidder on Contract No. RR-16-4259 is JG Demo, Inc. in the amount of \$1,268,710.23.

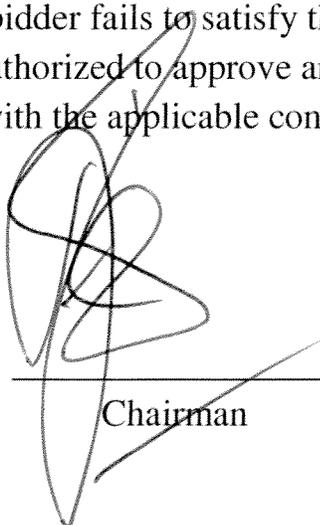
**Resolution**

Contract No. RR-16-4259 is awarded to JG Demo, Inc. in the amount of \$1,268,710.23, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the 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. 21064

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-16-4665 for Building Removal on the North-South bypass of the Elgin O'Hare Western Access (EOWA) from Milepost 0.8 (Franklin Avenue) to Milepost 5.8 (Touhy Avenue) and the Tri-State Tollway (I-294) from Milepost 7.6 (I-57) to Milepost 8.4 (145th Street). The lowest responsible bidder on Contract No. I-16-4665 is Accel Construction Services Group, LLC in the amount of \$726,983.17.

**Resolution**

Contract No. I-16-4665 is awarded to Accel Construction Services Group, LLC in the amount of \$726,983.17, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the 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. 21065

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, on the North-South bypass of the Elgin O'Hare Western Access (EOWA) between the Tri-State Tollway (I-294) and Franklin Avenue/Green Street and on the Tri-State Tollway (I-294) from Milepost 33.6 (North Avenue) to Milepost 36.4 (Wolf Road), on Contract No. I-15-4656. Alfred Benesch & Company / Christopher B. Burke Engineering, Ltd. / Lin Engineering, Ltd. (TM) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$24,442,011.52. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Alfred Benesch & Company / Christopher B. Burke Engineering, Ltd. / Lin Engineering, Ltd. (TM) to obtain Design Services, for Contract No. I-15-4656, with an upper limit of compensation not to exceed \$24,442,011.52, subject to review and 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. 21066

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20696 approved on May 28, 2015 entered into an Agreement for Contract No. I-13-4629 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Road and Bridge Construction on the New Illinois Route 390 from Milepost 10.1 (Park Boulevard) to Milepost 13.6 (Arlington Heights Road). This change order provides for additional earth excavation quantity in the amount of \$800,764.64.

**Resolution**

The Change Order in the amount of \$800,764.64 and the associated increase in the upper limit of compensation on Contract No. I-13-4629 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: \_\_\_\_\_



Chairman

## RESOLUTION NO. 21067

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20757 approved on July 23, 2015 entered into an Agreement for Contract No. RR-13-5660R with Curran Contracting Company for Roadway Rehabilitation on the Reagan Memorial Tollway (I-88) from Milepost 44.2 (US Route 30) to Milepost 55.1 (US Route 52). This change order / extra work order provides for removal of the deteriorated underlying pavement and replacement with additional asphalt in the amount of \$1,337,668.10.

**Resolution**

The Change Order / Extra Work Order in the amount of \$1,337,668.10 and the associated increase in the upper limit of compensation on Contract No. RR-13-5660R is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: \_\_\_\_\_

Chairman

## RESOLUTION NO. 21068

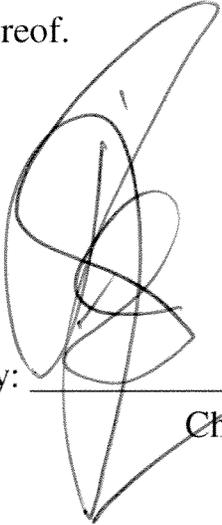
**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20847 approved on October 22, 2015 entered into an Agreement for Contract No. I-15-4237 with Judlau Contracting, Inc. for Inside Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 73.3 (Oakton Street) to Milepost 76.5 (Mannheim Road) Westbound and Eastbound. This change order/extra work order provides for bridge abutment and retaining wall revisions in the amount of \$833,442.75.

**Resolution**

The Change Order / Extra Work Order in the amount of \$833,442.75 and the associated increase in the upper limit of compensation on Contract No. I-15-4237 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: \_\_\_\_\_

  
Chairman

RESOLUTION NO. 21069  
AMENDING RESOLUTION NO. 19584

**Background**

Resolution 19584 authorized a budget of \$900,000.00 to commence land acquisition for the Tri-State Tollway (I-94/I-294), Project No. RR-11-4010 (the "Project"). The authorization extended to Tollway acquisition of fee title, permanent easements, temporary easements, access control relative to said project, and to pay for any and all land acquisition fees, costs, services, as well as appraisals, negotiations, legal, title work, closings, relocations, acquisitions, and filing suit for condemnation associated with the Project. The Tollway's Land Acquisition Department continues to move forward in its acquisition of real estate interests for Project No. RR-11-4010. This Resolution, amending Resolution Number 19584, will increase said allocated funds by \$6,000,000.00, to an aggregate of \$6,900,000.00, to pay for certain land acquisition fees and costs, including but not limited to consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, and to pay any and all such other acquisition costs, fees, and expenses necessary to acquire all needed real estate and interests in real estate.

**Resolution**

The Tollway's Engineering Department, by and through its Land Acquisition Manager, together with employees, vendors and agents are authorized to acquire all necessary real estate interests associated with the Project and to spend sums up to an amount not to exceed \$6,900,000.00 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, 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 and all such other experts retained for the purpose of acquiring all needed real estate and interests in real estate, and for the payment of preliminary just compensation as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

RESOLUTION NO. 21069  
AMENDING RESOLUTION NO. 19584

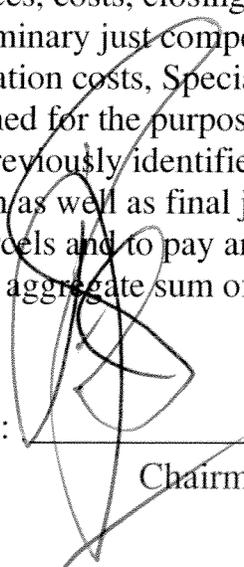
**Resolution – Continued**

These acquisitions are necessary and convenient to secure all needed real estate and the interests in real estate. Acquisition is authorized for the previously identified parcels listed on “Exhibit ‘A’ Tri-State Tollway” which is attached hereto and incorporated herein by reference.

In the event when all or part of the previously identified parcels listed 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 Department and the Legal Department are authorized and directed to retain the services of Special Assistant Attorneys General to acquire those needed previously identified parcels by instituting and proceeding to acquire said previously identified parcels by eminent domain in the name of the Tollway.

The Executive Director and/or the Land Acquisition Manager, subject to form and constitutionality approval of the General Counsel, 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 continue 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 previously identified parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said previously identified parcels and to pay any and all such other acquisition costs and expenses, not to exceed the aggregate sum of \$6,900,000.00 for the Project.

Approved by:



Chairman

06/21/16

6.2/7

RESOLUTION NO. 21069

**Resolution – Continued- Exhibit A**

Project No. RR-11-4010

**EXHIBIT "A"**  
**Project RR-11-4010**  
**Tri-State Tollway**

**TRI-STATE TOLLWAY PREVIOUSLY IDENTIFIED**

**PARCEL NUMBER                      COOK COUNTY PIN NUMBER/OR DESCRIPTION**

TW-7-15-001	12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019
TW-7-15-002	12-21-100-011
TW-7-15-003	12-20-301-034
TW-7-15-004	12-20-300-054, 12-20-300-055

## RESOLUTION NO. 21070

**Background**

This is an Intergovernmental Agreement between Illinois State Toll Highway Authority (the "Tollway") and the Village of Rosemont ("Village"). As part of its improvements to I-90, the Tollway intends to construct an eastbound exit ramp from I-90 to Lee Street at the existing partial diamond interchange. In addition, it would widen the northbound Lee Street access drive to add a right-turn-only lane at its intersection with Touhy Avenue. Finally, the Tollway would widen eastbound Higgins Road.

The Village has agreed to financially participate in the above referenced project with the Tollway on a 50/50 cost sharing basis. The total engineering and construction costs, to be split between the parties, are currently estimated at \$10,925,000. The Village will satisfy its financial obligation with equal annual installments over four years.

**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 Village of Rosemont in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: \_\_\_\_\_

Chairman

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

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 VILLAGE OF ROSEMONT, 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 Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contracts (hereinafter referred to as the "PROJECT") by making the following improvements (as shown on the approved plans):

WHEREAS, at the request of the VILLAGE and other local communities the proposed PROJECT adds an eastbound exit ramp from I-90 to Lee Street at the existing partial diamond interchange; widens northbound Lee Street Access Drive to add a right-turn-only lane at the intersection with Touhy Avenue; and widens eastbound Higgins Road, IL-72, to add a right-turn-and-through lane at the intersection with Patton Drive. In addition, upper Express Drive, an airport service road, will be reconstructed along 715 feet of length and realigned up to 120 feet south to accommodate the eastbound exit ramp (hereinafter referred to as the "LEE STREET RAMP IMPROVEMENT"); and

WHEREAS, the ILLINOIS TOLLWAY adopted an Interchange and Roadway Cost Sharing Policy dated October 2012 (hereinafter referred to as the "POLICY"), which outlines a process by which new or expanded interchange access can be advanced, including several potential new access points within the limits of the I-90 PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's above request; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, which for recording purposes shall be known as #2016-19, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the LEE STREET RAMP IMPROVEMENT 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 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 engineering, obtain necessary surveys, and prepare the final plans and specifications for the LEE STREET RAMP IMPROVEMENT, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The final approved plans and specifications for the LEE STREET RAMP IMPROVEMENT shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- C. The VILLAGE shall review the plans and specifications which impact the VILLAGE's maintained highways or financial responsibilities within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the LEE STREET RAMP IMPROVEMENT improvements which impact the VILLAGE's maintained highways. 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. 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-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, 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 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 VILLAGE.

## **II. RIGHT OF WAY**

- A. The ILLINOIS TOLLWAY 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 LEE STREET RAMP IMPROVEMENT pursuant to the plans and specifications.
- B. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.
- C. The ILLINOIS TOLLWAY shall acquire all necessary rights of way (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications and subject to reimbursement as outlined in Section V. FINANCIAL.
- D. It is agreed and understood that this AGREEMENT is contingent on the Tollway acquiring the necessary real estate and right of way from the City of Chicago on terms acceptable to the Tollway.

## **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 LEE STREET RAMP IMPROVEMENT. As part of its LEE STREET RAMP IMPROVEMENT 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 the LEE STREET RAMP IMPROVEMENT.
- C. The VILLAGE agrees to make arrangements for and issue all permits for the LEE STREET RAMP IMPROVEMENT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, and on proposed VILLAGE rights of way where improvements to VILLAGE highways are proposed by the VILLAGE to be done in conjunction with the LEE STREET RAMP IMPROVEMENT, at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE.
- E. At all locations where utilities are located on VILLAGE 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. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.
- F. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE, 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 VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The VILLAGE 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.
- G. In the event that the work proposed by the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- H. 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 LEE STREET RAMP IMPROVEMENT limits and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the LEE STREET RAMP IMPROVEMENT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE 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 VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- 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 five (5) calendar days written notice to the VILLAGE prior to commencement of work on the LEE STREET RAMP IMPROVEMENT.
- D. The ILLINOIS TOLLWAY shall require its contractor(s) working within the VILLAGE's rights of way to comply with the indemnification provision contained in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April of 2016, 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 VILLAGE, and its 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 VILLAGE 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 VILLAGE 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 LEE STREET RAMP IMPROVEMENT 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 LEE STREET RAMP IMPROVEMENT 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.
- G. 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 VILLAGE upon completion of 70% and 100% of the LEE STREET RAMP IMPROVEMENT 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 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 LEE STREET RAMP IMPROVEMENT 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 seven (7) 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 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 VILLAGE as hereinafter stipulated.

- B. In accordance with the POLICY the ILLINOIS TOLLWAY shall be responsible for 50% of the cost of the LEE STREET RAMP IMPROVEMENT and the VILLAGE will be responsible for the other 50%.
- C. 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.
- D. It is mutually agreed by the PARTIES hereto that the estimated cost for the PROJECT is \$9,500,000.00, for construction costs, \$475,000.00 (5% of construction costs) for preliminary and design engineering and \$950,000.00 (10% of construction costs) for construction engineering\$, for a total estimated cost of \$10,925,000.00. The mobilization cost is included in the construction cost estimate. Therefore, the above figures do not include a pricing estimate for mobilization.
- E. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for 50% of the actual costs which are estimated in the above paragraph and associated with the LEE STREET RAMP IMPROVEMENT described in the Recital section of this AGREEMENT.
- F. The VILLAGE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay its share of costs to the ILLINOIS TOLLWAY in annual installments over a four (4) period. The final payment amount will be based on final costs.
- G. Either the VILLAGE 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 LEE STREET RAMP IMPROVEMENT 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 LEE STREET RAMP IMPROVEMENT. 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 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 VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
  2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
  3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
  4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
  5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication

produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief 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-90 in its entirety.
- B. Maintenance jurisdictions for Lee Street, Higgins Road, Patton Drive, and Upper Express Drive are unchanged by the PROJECT.

- 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. During construction, the VILLAGE shall continue to maintain all portions of the LEE STREET RAMP IMPROVEMENT 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).
- B. All items of construction 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.
- C. The VILLAGE 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.
- D. Nothing herein is intended to prevent or preclude the VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. 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 VILLAGE'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 VILLAGE 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. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between 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 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 LEE STREET RAMP IMPROVEMENT or in the carrying out of the terms of this AGREEMENT in reference to the LEE STREET RAMP IMPROVEMENT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's requested work, utilities, facilities, roadways, etc., or a dispute concerning the plans and specifications for the VILLAGE's requested work, utilities, facilities, roadways, etc., the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's requested work, utilities, facilities, roadways, etc., the decision of the VILLAGE's Engineer shall be final as long as that decision does not delay delivery of the LEE STREET RAMP IMPROVEMENT or be detrimental to the maintenance and operation of the Toll Highway.
- 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. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is \_\_\_\_\_ and it is doing business as

a governmental entity, whose mailing address is \_\_\_\_\_.

- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY or the VILLAGE 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 VILLAGE 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 VILLAGE OF ROSEMONT:

The Village of Rosemont  
9501 West Devon Avenue  
Rosemont, Illinois 60018  
Attn: Village Engineer

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

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

**THE VILLAGE OF ROSEMONT**

By: \_\_\_\_\_  
Bradley Stephens  
Mayor  
Village of Rosemont

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Greg M. Bedalov  
Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Colsch  
Chief of Finance

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David A. Goldberg  
General Counsel

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

\_\_\_\_\_  
Robert Lane, Senior Assistant Attorney General, State of Illinois

RESOLUTION NO. 21071

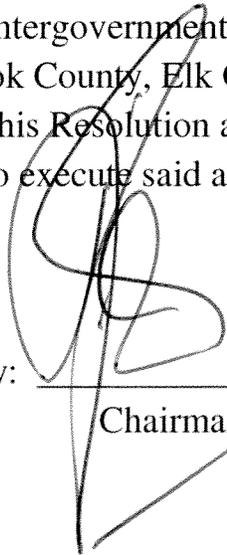
**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”), the County of DuPage (“DuPage County”), the County of Cook (“Cook County”), the Village of Elk Grove Village (“Elk Grove”) and the Village of Roselle (“Roselle”) delineating maintenance responsibilities for various elements of the improvements to I-390 western access from US Route 20 to Meacham Road / Medinah Road following construction.

**Resolution**

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement among the Tollway, IDOT, DuPage County, Cook County, Elk Grove Village and Roselle in substantially the form 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 ILLINOIS DEPARTMENT OF TRANSPORTATION,  
THE COUNTY OF DUPAGE  
THE COUNTY OF COOK  
THE VILLAGE OF ELK GROVE VILLAGE  
AND  
THE VILLAGE OF ROSELLE**

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 STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois, hereinafter called "DUPAGE COUNTY", the COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting by and through its COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, hereinafter called "COOK COUNTY", the VILLAGE OF ELK GROVE VILLAGE a municipal corporation of the State of Illinois and the VILLAGE OF ROSELLE, a municipal corporation of the State of Illinois, individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

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

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

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the 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 PARTIES jurisdictional limits, and this AGREEMENT includes the scope of improvements for the ILLINOIS TOLLWAY Contract I-13-4602 (Elgin O'Hare Expressway from Illinois

Route 19 to Roselle Road), ILLINOIS TOLLWAY Contract I-13-4603 (Elgin O'Hare Expressway from Roselle Road to Meacham Road/Medinah Road), ILLINOIS TOLLWAY Contract I-13-4604 (Noise walls along Eastbound Illinois Route 390 from Roselle Road to Plum Grove Road), ILLINOIS TOLLWAY Contract I-13-4605 (Noise walls along Westbound Illinois Route 390 from Roselle Road to Plum Grove Road), ILLINOIS TOLLWAY Contract I-13-4628 (Toll Plaza/ITS from Lake Street [US Route 20] to I-290), and ILLINOIS TOLLWAY Contract I-14-4647 (Elgin O'Hare Expressway Rehabilitation from US Route 20 to Meacham Road/Medinah Road). Additional contracts that occur within the VILLAGE OF ROSELLE, VILLAGE OF ELK GROVE VILLAGE, DUPAGE COUNTY and COOK COUNTY jurisdictional limits are part of previous and future agreements as necessary; and

WHEREAS, the scope of work for the ILLINOIS TOLLWAY Contract I-13-4602 includes the rehabilitation and widening of Illinois Route 390 from Irving Park Road (Illinois Route 19) to Roselle Road. The existing Illinois Route 390 bridge structures at Rodenburg Road, Wright Boulevard, Mitchell Boulevard, and the Canadian Pacific Railroad spur will be widened. Illinois Route 19 will be rehabilitated and a portion of the eastbound and westbound frontage roads between Illinois Route 19 and Rodenburg Road will be reconstructed with new traffic signal installation at the Illinois Route 19 intersections. The eastbound entrance ramp at Roselle Road will be reconstructed with traffic signal improvements at the intersection of the eastbound entrance ramp and Roselle Road. The contracts also include installation of retaining walls, noise walls, eastbound and westbound All Electronic Tolling ("AET") Plazas at Mitchell Boulevard, Intelligent Transportation Systems ("ITS") elements, drainage improvements, pavement markings, signing, roadway lighting and all work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the scope of work for the ILLINOIS TOLLWAY Contract I-13-4603 includes the rehabilitation and widening of Illinois Route 390 from Roselle Road to Meacham Road/Medinah Road. The contracts also include installation of noise walls, eastbound and westbound AET Plazas at Plum Grove Road, ITS elements, drainage improvements, pavement markings, signing, roadway lighting and all work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the scope of work for the ILLINOIS TOLLWAY Contract I-13-4604 includes the replacement and installation of noise walls along eastbound Illinois Route 390 from east of Roselle Road to east of Plum Grove Road, and all work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the scope of work for the ILLINOIS TOLLWAY Contract I-13-4605 includes the replacement and installation of noise walls along westbound Illinois Route 390 from east of Roselle Road to Plum Grove Road, and all work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the scope of work for the ILLINOIS TOLLWAY Contract I-13-4628 includes the installation of ITS devices and related fiber/conduit between US Route 20 and I-290 and the construction of eastbound and westbound AET Plazas between US

Route 20 and Illinois Route 19. The contract also includes installation of cameras, dynamic message signs, queue detection systems, vehicle sensors, roadway lighting, signing, drainage improvements, landscaping, and all work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the scope of work for the ILLINOIS TOLLWAY Contract I-14-4647 includes bridge repairs, ramp pavement rehabilitation, and traffic barrier replacement from US Route 20 to Meacham Road/Medinah Road. The Illinois Route 390 bridges between US Route 20 and Illinois Route 19 will be repaired including the US Route 20 Bridge over eastbound Illinois Route 390, the Gary Avenue eastbound and westbound ramps over Illinois Route 390 and the Illinois Route 390 bridges over Metra, West Branch DuPage River, Springinsguth Road, and Illinois Route 19. Guardrail, fencing and deck repairs shall be included on the Gary Avenue Bridge over the Metra Railroad tracks. The fencing on the Roselle Road and Plum Grove Road bridges over Illinois Route 390 will be replaced and the bridges will be cleaned and seal coated. The contract also includes lighting improvements at Meacham Road/Medinah Road, traffic signal installation at the Meacham Road and Medinah Road intersections with Illinois Route 390, and all other work necessary to complete the project in accordance with approved plans and specification; and

WHEREAS, for the purpose of this AGREEMENT, the above ILLINOIS TOLLWAY contracts shall together be referred to as 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 PARTIES hereto expressly acknowledge the need for future Intergovernmental Agreements and/or amendment(s) subsequent to this AGREEMENT which will be necessary to address issues with future projects to be constructed within the PARTIES jurisdictional limits; 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, DUPAGE COUNTY by virtue of its powers as set forth in the "Counties Code," 55 ILCS 5/1-1001 *et seq.* is authorized to enter into this AGREEMENT; and

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

AGREEMENT; and

WHEREAS, 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 engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by DUPAGE COUNTY as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the DEPARTMENT, DUPAGE COUNTY, COOK COUNTY, VILLAGE OF ELK GROVE VILLAGE and the VILLAGE OF ROSELLE 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 PROJECT shall be promptly delivered via hard copy and DVD format to all PARTIES by the ILLINOIS TOLLWAY.
- C. All PARTIES shall review the plans and specifications which impact their respective maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from any particular PARTY 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 the PARTY's approval of the plans and specifications. Approval by the PARTIES shall mean the respective PARTIES agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact their maintained highways. In the event of disapproval, any PARTY shall detail in writing its objections to the proposed plans and return them to the ILLINOIS TOLLWAY for review and consideration.

- 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, Du Page 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 to the degree it is their specific legal duty to comply with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. All PARTIES shall grant and consent to any and all permission, rights of access (ingress and egress), and temporary use of its property within the PROJECT limits to the ILLINOIS TOLLWAY and/or its agents, without charge of permit fees to the ILLINOIS TOLLWAY. Any permission for right of access and/or temporary use of any of the PARTIES property shall not be unreasonably withheld by any PARTY. 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.
- 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 2014, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

## **II. RIGHT OF WAY**

- A. The ILLINOIS TOLLWAY shall perform 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. Right of way acquired exclusively for construction of Illinois Route 390 or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.

- C. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.
- D. The transfer of property interests is required between the ILLINOIS TOLLWAY and the DEPARTMENT for this PROJECT. The transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities will be conveyed in a separate future Agreement to be executed prior to operating Illinois Route 390 as a toll facility.
- E. The DEPARTMENT agrees to convey fee simple title to the ILLINOIS TOLLWAY of all right of way acquired by the DEPARTMENT that the ILLINOIS TOLLWAY requires for the maintenance and operation of Illinois Route 390 at no cost to the ILLINOIS TOLLWAY, by virtue of its powers as set forth in 20 ILCS 2705/550.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide all PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing PARTY 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.
- 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 the PARTIES jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the other PARTIES.
- D. At all locations where utilities are located on any PARTY's rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the PARTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY.

#### IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect any of the PARTIES shall be submitted to the respective PARTY for approval prior to commencing such work. The respective PARTY 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 respective PARTY 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 PARTIES shall mean they agree with all specifications in the plans pertaining to the alignment and location of the PROJECT deviations which impact their respective maintained highways. In the event of disapproval, the respective PARTY 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 any of the PARTIES, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar days' written notice to the PARTIES prior to commencement of work on the PROJECT.
- D. All PARTIES and their authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects their system. All PARTIES may assign personnel to perform inspections on behalf of the respective PARTY of all work included in the PROJECT that affects the respective 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 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 2014, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- G. The ILLINOIS TOLLWAY shall require that the PARTIES, and their agents, officers and employees be included as additional insured parties in the General

Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the 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).

- H. 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 PARTY 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 that PARTY. At the request of any 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 respective 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 respective PARTY 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.

## V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Any 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. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT, DUPAGE COUNTY, COOK COUNTY, VILLAGE OF ELK GROVE VILLAGE and/or the VILLAGE OF ROSELLE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT, DUPAGE COUNTY, COOK COUNTY, VILLAGE OF ELK GROVE VILLAGE and/or the VILLAGE OF ROSELLE.
- 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, upkeep, 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.

- 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 maintenance responsibilities are as shown on “EXHIBIT A” and “EXHIBIT B” and as detailed below.
- B. The ILLINOIS TOLLWAY agrees to maintain Illinois Route 390 in its entirety.
- C. The DEPARTMENT agrees to maintain, or cause to maintain, U. S. Route 20 (Lake Street), Illinois Route 19 (Irving Park Road), the lighting controller for the south and north frontage roads from the physical pavement joint or the end of the gore at the Texas U-turn east of Meacham/Medinah Road to Illinois Route 53, and the Texas U-turn east of Meacham Road/Medinah Road including the 30" x 18" reinforced concrete pipe under the Texas U-turn, the Illinois Route 19 underpass lighting and any existing lighting on Illinois Route 19, the Texas U-turn lighting, the traffic signals at U.S. Route 20 and westbound Illinois Route 390 off ramp, the traffic signals at the Illinois Route 19 and the westbound frontage road intersection and the traffic signals at the Illinois Route 19 and the eastbound frontage road intersection, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the DEPARTMENT at their request, in its entirety.
- D. DUPAGE COUNTY agrees to maintain, or cause to maintain, Gary Avenue to the north approach pavement joint of the bridge over Metra, Medinah Road, including all drainage facilities (which includes the 30" x 18" reinforced concrete pipe under Medinah Road as depicted on EXHIBIT B attached hereto), the pavement for the south frontage road west of the physical pavement joint or the end of the gore at the Texas U-turn to Medinah Road, the traffic signal on Medinah Road at Illinois Route 390 ramp/south frontage road, the Medinah Road underpass lighting under the Illinois Route 390 eastbound bridge structure, the Medinah Road existing street lighting poles and new lighting controller, the Emergency Vehicle Preemption (“EVP”) located on the traffic signals at the Medinah Road at Illinois Route 390 ramp/south frontage road intersection, or any work the ILLINOIS TOLLWAY is including in the PROJECT for DUPAGE COUNTY at their request, in its entirety.
- E. COOK COUNTY agrees to maintain, or cause to maintain, Roselle Road, Meacham Road, including all drainage facilities (which includes the 30" x 18" reinforced concrete pipe under Meacham Road as depicted on EXHIBIT B attached hereto), the pavement for the north frontage road west of the physical pavement joint or the end of the gore at the Texas U-turn to Meacham Road, the Meacham Road underpass lighting under the Illinois Route 390 westbound bridge structure, the Meacham Road new lighting controller, the traffic signal on Roselle Road and the westbound Illinois Route 390 entrance ramp/exit ramp, the traffic signal at the Roselle Road and eastbound Illinois Route 390 entrance ramp/exit ramp intersection and the traffic signal at the Meacham Road and Illinois Route 390 ramp/westbound frontage road intersection, or any work the ILLINOIS TOLLWAY is including in the PROJECT for COOK COUNTY at their request,

in its entirety. COOK COUNTY will monitor the operational status of the EVP at no charge to the VILLAGE OF ROSELLE at the traffic signal at Roselle Road and the westbound Illinois Route 390 entrance ramp/exit ramp and the traffic signal at the Roselle Road and eastbound Illinois Route 390 entrance ramp/exit ramp intersection, and will monitor the operational status of the EVP at no charge to the VILLAGE OF ELK GROVE VILLAGE at the traffic signal at Meacham Road and Illinois Route 390 ramp/north frontage road intersection. COOK COUNTY will start to maintain the street lighting and traffic signal at Meacham Road and Illinois Route 390 (Elgin O'Hare) ramp/north frontage road intersection after complete final inspection of the traffic signal and street lighting installation.

- F. Upon completion and acceptance of the traffic signal interconnect system by representatives of DUPAGE COUNTY and COOK COUNTY, the COOK COUNTY Department of Transportation and Highways will cause it to be maintained and be responsible for all settings and timings at the intersections of Meacham Road at Illinois Route 390 (Elgin O'Hare) westbound ramp and Medinah Road at Illinois Route 390 (Elgin O'Hare) eastbound ramp and traffic system.
- G. The VILLAGE OF ROSELLE agrees to maintain, or cause to maintain, Plum Grove Road, within the VILLAGE OF ROSELLE, the VILLAGE OF ROSELLE's existing sanitary sewer and water main along Plum Grove Road and along Roselle Road, lighting on Roselle Road, and the EVP located on the traffic signals at the Roselle Road and Illinois Route 390 westbound and eastbound ramp intersections, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE OF ROSELLE at their request, in its entirety. The VILLAGE OF ROSELLE shall be responsible for 100% of the maintenance costs of the EVP system and acknowledge that the VILLAGE OF ROSELLE and its respective Fire Department shall not have access to or on the COOK COUNTY traffic signals and COOK COUNTY will monitor the operational status of the EVP at no charge to the VILLAGE OF ROSELLE and will inform the VILLAGE OF ROSELLE should it detect fault with said EVP operations. As such, the VILLAGE OF ROSELLE agrees to either enter into a separate agreement with COOK COUNTY's Electrical Maintenance Contractor to pay for repairs to VILLAGE OF ROSELLE's EVP; or pick up, repair and return repaired EVP equipment to COOK COUNTY's Electrical Maintenance Contractor for removal and reinstallation of VILLAGE OF ROSELLE's EVP equipment on or in the COOK COUNTY's traffic signal.
- H. The VILLAGE OF ELK GROVE VILLAGE shall be responsible for 100% of the maintenance costs of the EVP system and acknowledge that the VILLAGE OF ELK GROVE VILLAGE and its respective Fire Department shall not have access to or on the COOK COUNTY's traffic signals and the COOK COUNTY will monitor the operational status of the EVP at no charge to the VILLAGE OF ELK GROVE VILLAGE and will inform the VILLAGE OF ELK GROVE VILLAGE should it detect fault with said EVP operations. As such, the VILLAGE OF ELK GROVE VILLAGE agrees to either enter into a separate agreement with COOK

COUNTY's Electrical Maintenance Contractor to pay for repairs to VILLAGE OF ELK GROVE VILLAGE's EVP; or pick up, repair and return repaired EVP equipment to COOK COUNTY's Electrical Maintenance Contractor for removal and reinstallation of VILLAGE OF ELK GROVE VILLAGE's EVP equipment on or in the COOK COUNTY's traffic signal.

- I. 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	U. S. 20 (Lake Street) over E/B IL. 390 Entrance Ramp
Type 1	E/B IL. 390 over Metra/Wetlands
Type 1	W/B IL. 390 over Metra/Wetlands
Type 1	IL. 390 over West Branch of the DuPage River
Type 1	E/B IL. 390 Ent. Ramp B (Gary Ave.) over E/B IL. 390 Exit Ramp D
Type 1	W/B IL. 390 Exit Ramp A (Gary Ave.) over IL. 390 & E/B IL. 390 Exit Ramp D
Type 1	E/B IL. 390 over Springinsguth Rd.
Type 1	W/B IL.390 over Springinsguth Rd.
Type 1	W/B IL. 390 Exit Ramp over Springinsguth Rd.
Type 1	E/B IL. 390 over IL. 19 (Irving Pk. Rd.)
Type 1	W/B IL. 390 over IL. 19 (Irving Pk. Rd.)
Type 2	Roselle Rd. over IL. 390
Type 2	Plum Grove Rd. over IL. 390
Type 1	E/B IL. 390 over Rodenburg Rd.
Type 1	W/B IL. 390 over Rodenburg Rd.
Type 1	E/B IL. 390 over Wright Blvd. Rd.
Type 1	W/B IL. 390 over Wright Blvd. Rd.

- Type 1                    E/B IL. 390 over Mitchell Blvd. Rd.
- Type 1                    W/B IL. 390 over Mitchell Blvd. Rd.
- Type 1                    E/B IL. 390 over Canadian Pacific Railroad
- Type 1                    W/B IL. 390 over Canadian Pacific Railroad

J. Type 1 - ILLINOIS TOLLWAY Right of Way over a Local Road

1. The DEPARTMENT, DUPAGE COUNTY, COOK COUNTY, VILLAGE OF ELK GROVE VILLAGE and the VILLAGE OF ROSELLE respectively have all maintenance responsibility as to the following within their jurisdictional highways:
  - a. All right of way, highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;
  - b. All drainage facilities on their respective right of way which drain local highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on local property for the purpose of carrying exclusively Toll Highway drainage;
  - c. All underpass lighting over their respective highways;
  - d. All local traffic signals under their respective jurisdiction.
2. The ILLINOIS TOLLWAY has all maintenance responsibility as to all remaining portions of the ILLINOIS TOLLWAY right of way at an intersection not maintained by the local PARTY, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, and fences.

K. Type 2 – Local Roadway over ILLINOIS TOLLWAY Right of Way

1. The DEPARTMENT, DUPAGE COUNTY, COOK COUNTY, VILLAGE OF ELK GROVE VILLAGE and the VILLAGE OF ROSELLE respectively have all maintenance responsibility as to the following within their jurisdictional highways:
  - a. All local right of way and local 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.
  - b. The following portions of the grade elevation structure:

- i. The wearing surface;
  - ii. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
  - iii. Drainage facilities above structural beams and girders;
  - iv. All lighting except underpass;
  - v. All local signals and signs under their respective jurisdiction;
  - vi. To the extent not addressed in other intergovernmental agreements to which the PARTIES are a PARTY to, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
  - vii. All drainage facilities carrying exclusively local drainage.
2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the PARTIES as set forth herein, including but not limited to the following:
    - a. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
    - b. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
    - c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
    - d. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
    - e. All underpass lighting.
- L. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
  2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);

3. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the respective PARTY as to the bridge conditions which warrant such restrictions;
- M. 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 respective PARTY 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 PARTY.
- N. In the event any PARTY must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the PARTY, shall assist in the coordination of any required lane closures on Illinois Route 390 to perform such maintenance work.
- O. 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 respective PARTY before such closure;
- P. Attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of any of the PARTIES roadway or performance of PARTY maintenance obligations under this AGREEMENT, the PARTY requesting the attachment may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.
- Q. 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.
- R. 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.

- S. 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 other PARTY 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 and in accordance with the approved permit(s).
- T. Signalization and pavement markings at the interchange, if any, will be under the control of the jurisdictional PARTY. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed. The PARTY 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.

#### **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 local highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within the respective PARTY's existing maintenance/jurisdictional responsibilities that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES respectively shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the respective PARTY.
- D. 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.
- E. Nothing herein is intended to prevent or preclude any of the PARTIES 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 A and B are diagrams of the interchanges and other intersections included within the PROJECT as well as a description and identification of the PARTIES 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 U.S Route 20 and Illinois Route 19 that arise within one half (1/2) mile from the centerline of Illinois Route 390. 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 U.S. Route 20 and Illinois Route 19.
- 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 Village of Roselle, the Village of Elk Grove Village, the County of Cook, the County of DuPage, the Illinois Department of Transportation and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall acquire jurisdiction of Illinois Route 390. The DEPARTMENT shall retain jurisdiction of U.S. Route 20 and Illinois Route 19 traversed or affected by Illinois Route 390 except as otherwise expressly provided for in this AGREEMENT. DUPAGE COUNTY shall retain jurisdiction of Gary Avenue and Medinah Road traversed or affected by Illinois Route 390 except as otherwise expressly provided for in this AGREEMENT. COOK COUNTY shall retain jurisdiction of Roselle Road and Meacham Road traversed or affected by Illinois Route 390 except as otherwise expressly provided for in this AGREEMENT. The VILLAGE OF ROSELLE shall retain jurisdiction of Plum Grove Road traversed or affected by Illinois Route 390 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 of the PARTIES 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 the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director of Highways/Region One Engineer of the DEPARTMENT, the Director of Transportation/County Engineer of DUPAGE COUNTY, the Superintendent of Transportation and Highways of COOK COUNTY, VILLAGE OF ELK GROVE's Engineer and the VILLAGE OF ROSELLE's Engineer shall meet and resolve the issue.
- H. In the event of a dispute between any PARTY in the carrying out of the terms of this AGREEMENT in reference to the respective PARTIES requested work (utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for the PARTY's requested work (utilities, facilities, roadways, etc.), the Chief Engineer of the ILLINOIS TOLLWAY and the respective PARTY's representative as stated above shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the respective PARTIES requested work (utilities, facilities, roadways, etc.), the decision of that PARTY's representative 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 Exhibit(s), the terms included in this document shall control.

- J. This AGREEMENT may be executed in five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- 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. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- M. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- N. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- O. The failure by any PARTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the PARTIES unless such provision is waived in writing.
- P. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- Q. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the DEPARTMENT:

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

To DUPAGE COUNTY:

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

To COOK COUNTY:

The Cook County Department of  
Transportation and Highways  
69 West Washington Street  
Room 2300  
Chicago, Illinois 60602  
Attn: Chief Engineer of  
Transportation and Planning

To the VILLAGE OF ROSELLE:

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

To the VILLAGE OF ELK  
GROVE VILLAGE:

Elk Grove Village  
901 Wellington Avenue  
Elk Grove Village, Illinois 60007  
Attn: Village Manager

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

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

**THE VILLAGE OF ROSELLE**

By: \_\_\_\_\_  
Gayle A. Smolinski, Mayor

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

**THE VILLAGE OF ELK GROVE VILLAGE**

By: \_\_\_\_\_  
Craig B. Johnson, Mayor

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

**THE COUNTY OF COOK**

By: \_\_\_\_\_  
Toni Preckwinkle, President  
Board of County Commissioners

Attest: \_\_\_\_\_  
David Orr, County Clerk

Date: \_\_\_\_\_

(SEAL)

Approved as to Form:  
Anita Alvarez, State's Attorney

Recommended for Execution

By: \_\_\_\_\_  
Assistant State's Attorney

By: \_\_\_\_\_  
John Yonan, P.E.  
Superintendent  
Department of  
Transportation and  
Highways

**COUNTY OF DUPAGE**

By: \_\_\_\_\_  
Daniel J. Cronin, Chairman  
DuPage County Board

Attest: \_\_\_\_\_  
Paul Hinds, County Clerk

Date: \_\_\_\_\_

**THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
John A. Fortmann P.E.  
Deputy Director/Region One Engineer

Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Please Print Name)

Date: \_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Greg M. Bedalov, Executive Director

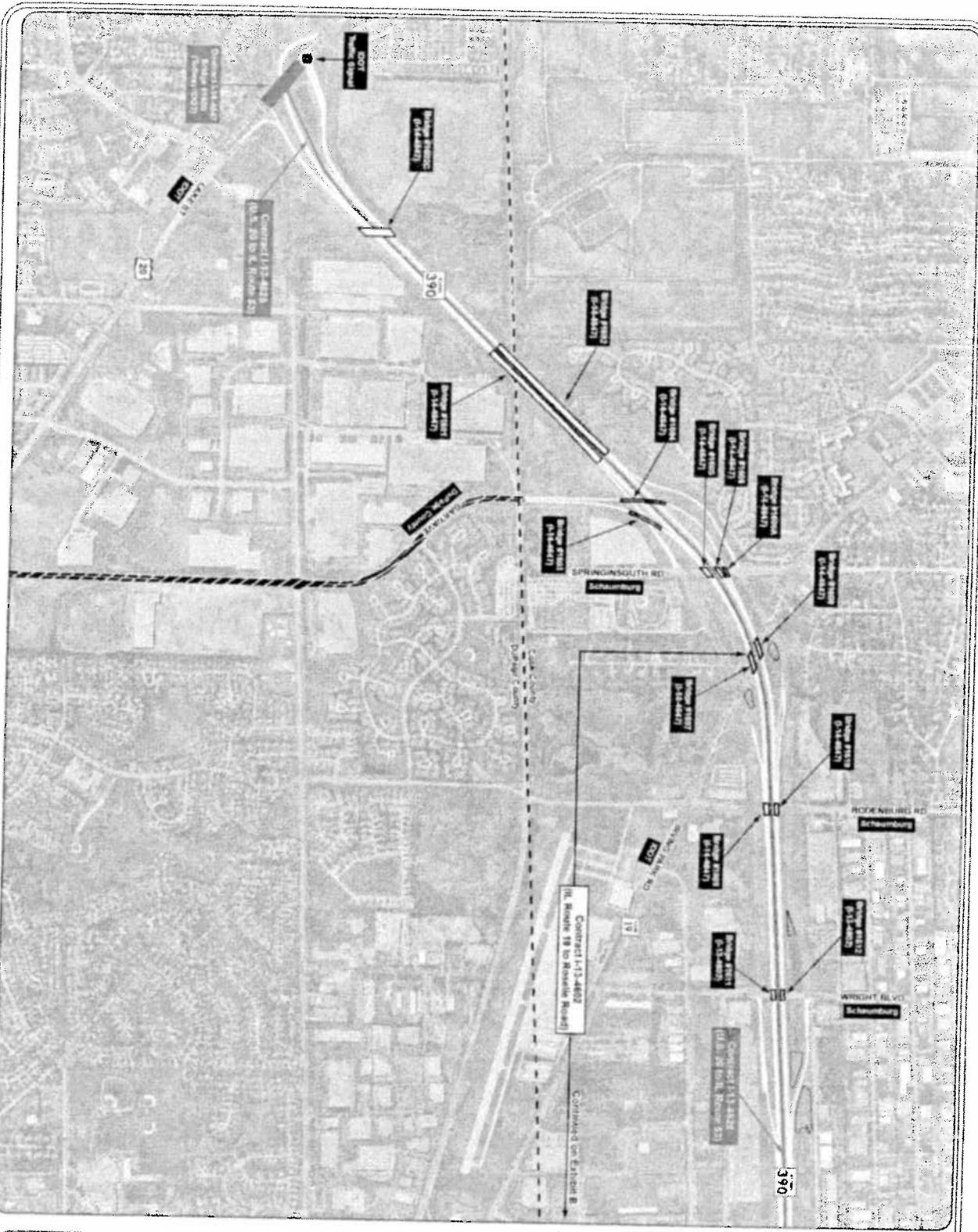
Date: \_\_\_\_\_

Approved as to Form and Constitutionality

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



# Elgin O'Hare Western Access



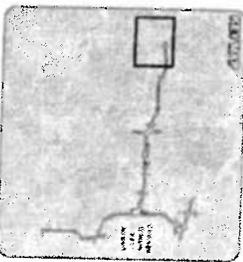
**LEGEND**

- Traffic Sign
- County Line
- Bridgeway
- Bypass (Temporary)
- Bypass (Permanent)
- Sewer Main
- Water Main
- DOT Right-of-Way
- DOT Right-of-Way (Temporary)
- Dodge County Right-of-Way
- Proposed Driveway

**STREET NAME**

**CONTRACT**

**NOTE:** Map showing proposed construction for road widening at the project area. This map is not a plan and should be used in conjunction with the site plan and other documents. The user of this map is responsible for obtaining the correct information for the project. The user of this map is responsible for obtaining the correct information for the project. The user of this map is responsible for obtaining the correct information for the project.



**Exhibit A**

Contracts 13-4602, 13-4603, 13-4604, 13-4605, 13-4628 and 13-4647 Jurisdiction Map

West View

JANUARY 8, 2016



RESOLUTION NO. 21072

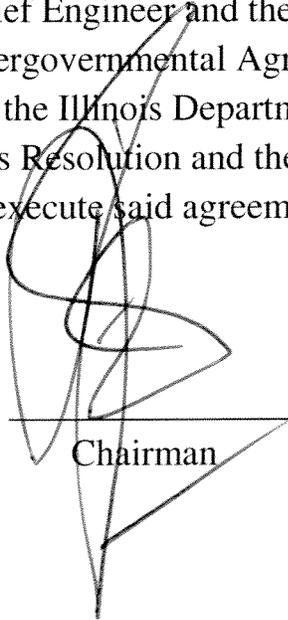
**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”) in connection with the use of IDOT’s maintenance facility near I-390 at Biesterfield Road in Elk Grove Village for at least three (3) years while the Tollway makes plans for future maintenance operations. IDOT agrees to the use of its maintenance yard at no cost to the Tollway, and the Tollway will be responsible for the costs of its own electricity, security cameras, and phone service.

**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 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 ILLINOIS DEPARTMENT OF TRANSPORTATION**

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

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

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the 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, in order to facilitate the free flow of traffic and ensure safety to the motoring public, the ILLINOIS TOLLWAY must keep its equipment and resources in a secure environment prior to construction of a permanent maintenance facility that will allow for maintenance operations associated with the EOWA ; and

WHEREAS, the construction of a maintenance facility will not be completed before the ILLINOIS TOLLWAY assumes jurisdiction and maintenance of Illinois Route 390 and must find a suitable interim maintenance facility in close proximity of Illinois Route 390; and

WHEREAS, the DEPARTMENT owns a maintenance facility located at 1101 Biesterfield Road, Elk Grove Village, Illinois 60007, (hereinafter referred to as the

“FACILITY”) that can accommodate the ILLINOIS TOLLWAY temporarily until such time that the ILLINOIS TOLLWAY’s maintenance facility is constructed and operational; and

WHEREAS, the DEPARTMENT has offered the temporary use of a portion of the FACILITY and the ILLINOIS TOLLWAY has accepted the offer; and

WHEREAS, the ILLINOIS TOLLWAY and the DEPARTMENT by this instrument which shall be known for recording purposes as #002015-04 desire to determine and establish their respective responsibilities toward the use of the FACILITY; 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:

1. The DEPARTMENT agrees to provide for the ILLINOIS TOLLWAY’s use of a portion of the FACILITY which will include a space for a temporary trailer headquarters, at least 13 parking spaces, and storage for 16 vehicles and miscellaneous equipment.
2. The DEPARTMENT agrees to allow the use of its smaller salt dome on the premises for salt deliveries to be used by the ILLINOIS TOLLWAY for snow and ice control operations as well as the use of one covered bay for ILLINOIS TOLLWAY loaders to be stored.
3. The DEPARTMENT agrees, at no cost to the ILLINOIS TOLLWAY, to allow the use of the FACILITY to the ILLINOIS TOLLWAY from June 1, 2016 for at least three (3) years until the completion of the ILLINOIS TOLLWAY’s new maintenance facility.
4. The ILLINOIS TOLLWAY agrees to install a trailer on the FACILITY premises for its headquarters and to supply metered electrical power and telephone service to that trailer, at no cost to the DEPARTMENT.

5. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to construct temporary wood poles on the DEPARTMENT's property for use of carrying aerial utilities to the trailer and for use of installing a security camera in the southeast area.
6. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to connect to the existing water and sanitary systems without meters, at no cost to the DEPARTMENT.
7. The DEPARTMENT agrees to allow a location for a trash receptacle for use solely by the ILLINOIS TOLLWAY.
8. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY access to the FACILITY 24 hours a day 7 days a week. Access shall be granted by an additional lock to the existing entrance gates installed by the ILLINOIS TOLLWAY, at no cost to the DEPARTMENT.
9. The ILLINOIS TOLLWAY agrees to restore the FACILITY to the current conditions after the completion of the ILLINOIS TOLLWAY's new maintenance facility.
10. Any dispute concerning the temporary use of the FACILITY shall be resolved in accordance with Item 16 below, of this AGREEMENT.
11. The transfer of property interests is not required between the PARTIES for the FACILITY, 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.
12. It is understood and agreed by the PARTIES hereto, that the DEPARTMENT shall retain jurisdiction of the FACILITY. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
13. 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.
14. 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.
15. 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 FACILITY 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.

16. In the event of a dispute between the DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Bureau Chief of Maintenance of the DEPARTMENT and the General Manager of Maintenance and Traffic of the ILLINOIS TOLLWAY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the FACILITY or in the carrying out of the terms of this AGREEMENT in reference to the FACILITY, the decision of the Chief Engineer of the ILLINOIS TOLLWAY and the Region One Engineer of the DEPARTMENT shall meet and resolve the issue and their decision shall be final.
17. 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.
18. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
19. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
20. 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.
21. 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.
22. 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: General Manager of  
Maintenance and Traffic

To the DEPARTMENT:

The Illinois Department of  
Transportation  
201 W. Center Court  
Schaumburg, Illinois 60196  
Attn: Bureau Chief of Maintenance

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

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

**THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
John A. Fortmann, P.E.  
Region One Engineer

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Greg M. Bedalov, Executive Director

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

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

IGA\_IDOT\_Biesterfield Rd Maint Yard.final

RESOLUTION NO. 21073

**Background**

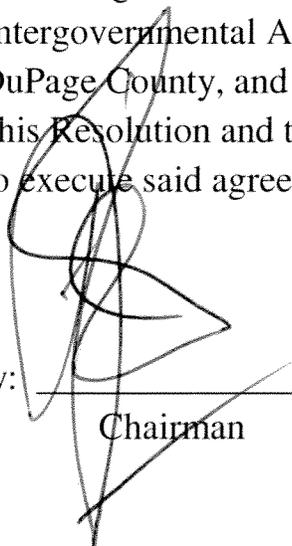
It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with DuPage County (“County”) and the Village of Bensenville (“Village”) in connection with the improvements to the I-390 western access near York Road. Certain construction contracts occur within the County and Village’s jurisdictional limits, and the Village has requested the construction of a shared use path and sidewalks, which the Tollway agrees to construct, subject to reimbursement by the Village in an estimated amount of \$334,496.00. The Tollway will also be relocating Village drainage structures to Tollway or County property. This Intergovernmental Agreement sets forth the respective rights and responsibilities of the parties as to the maintenance of the work following construction.

**Resolution**

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement among the Illinois State Toll Highway Authority, DuPage County, and the Village of Bensenville in substantially the form 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 COUNTY OF DUPAGE  
AND  
THE VILLAGE OF BENSENVILLE**

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 VILLAGE OF BENSENVILLE, 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 entirely 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 and the COUNTY's jurisdictional limits, and this AGREEMENT includes the scope of improvements for ILLINOIS TOLLWAY Contract I-15-4662, Illinois Route 390 at Western Access System Interchange Advance Earthwork and South Frontage Road (hereinafter referred to as the "PROJECT"); and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is constructing the Illinois Route 390 South Frontage Road from Thomas Drive to York Road, Driveway C, improvements to Sievert Court and York Road, and drainage improvements. Sievert Court will be relocated to intersect with South Frontage Road and resurfaced. York Road will be temporarily widened south of Sievert Court and the sidewalk on the west side of the roadway will be replaced. Temporary (span wire) traffic signals will be installed at the York Road and the South Frontage Road intersection. The PROJECT also includes the construction of compensatory storage ponds, detention ponds, the relocation of Willow Creek including box culvert construction and Willow Creek channel and bank stabilization, tree removal, roadway lighting, pavement markings, signing, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, due to this work, the ILLINOIS TOLLWAY will be relocating portions of VILLAGE water main and sanitary sewer located on recently-acquired ILLINOIS TOLLWAY property to land owned by the ILLINOIS TOLLWAY and the COUNTY; and

WHEREAS, the PROJECT includes the relocation of Willow Creek and as such requires a revision to the regulatory floodway for Willow Creek; and

WHEREAS, the PROJECT includes the stabilization of the Willow Creek channel and banks south of the proposed Willow Creek box culverts on behalf of the VILLAGE; and

WHEREAS, the VILLAGE requests the ILLINOIS TOLLWAY include in its PROJECT a shared use path along the South Frontage Road from Supreme Drive to York Road and a sidewalk along the north side of Driveway C (hereinafter referred to as the "VILLAGE's IMPROVEMENTS"); and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to add their IMPROVEMENTS to 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 as set forth in the "Counties Code," 55 ILCS 5/1-1001 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

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

## I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the COUNTY and 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 PROJECT shall be promptly delivered via hard copy and DVD format to the COUNTY and the VILLAGE by the ILLINOIS TOLLWAY.
- C. The COUNTY and the VILLAGE shall review the plans and specifications which impact their respective maintained highways and facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY/ and or 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 COUNTY and/or the VILLAGE respectively shall mean they 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 COUNTY and/or 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-Du Page Soil and Water Conservation District, DuPage County, including but not limited to the Department of Building & Zoning and the Division of Transportation, Illinois Environmental Protection Agency, Village of Bensenville, 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 ILLINOIS TOLLWAY and VILLAGE agree that work in the revised regulatory floodway for Willow Creek included as part of the PROJECT improvements requires a Floodway Construction Permit and associated Conditional Letter of Map Revision "CLOMR" from the Illinois Department of Natural Resources-Office of Water Resources to be secured by the ILLINOIS TOLLWAY. As part of the revised floodway requirements, the floodway will be maintained in accordance with Part 3708.80 (A) (4) of Floodway Construction in Northeastern Illinois. The ILLINOIS TOLLWAY agrees to assume the overall responsibility of the portion of the floodway within ILLINOIS TOLLWAY right of way, including the Willow Creek box culverts and the relocated and improved channel constructed as part of the PROJECT and depicted on "EXHIBIT A" attached hereto, ensuring all requirements are met. The VILLAGE, as the local unit of government in which the floodway is located, agrees to operate the floodway upon default of the ILLINOIS TOLLWAY as required by Part 3708.80 (A) (4) within the VILLAGE jurisdictional limits as described further in Section VII.
- G. The COUNTY and the VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way necessary for the PROJECT 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 COUNTY or the VILLAGE.

## **II. RIGHT OF WAY**

- A. The ILLINOIS TOLLWAY shall, acquire all necessary rights of way (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its' written Policies and Procedures.
- B. 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 to the ILLINOIS TOLLWAY in regards to this AGREEMENT. Upon completion of the PROJECT, the ILLINOIS TOLLWAY agrees to convey its' property interest to the VILLAGE

for all property and right of way that may be required for the VILLAGE's maintenance and operations of roadways that will be under their respective jurisdiction, without cash consideration.

- C. The VILLAGE, at its own expense, agrees to acquire a Permanent Easement for Parcel EO-1B-12-064, Parcel EO-1B-12-066 and EO-1B-12-068 that includes surface rights for shared use path for the construction of the PROJECT. The VILLAGE will acquire the permanent easements in advance of construction of the shared use path included as part of the VILLAGE's IMPROVEMENTS in this location. If the permanent easements are 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 VILLAGE will not be responsible for the associated costs.
- D. The acquisition or transfer of permanent right of way interests required from the COUNTY for the construction of the PROJECT pursuant to the approved plans and specifications will be conveyed via a separate Intergovernmental Agreement with the COUNTY. The intent and fee associated with the land conveyance is part of the COUNTY's in-kind contribution toward the entire EOWA project and in accordance with the Memorandum of Understanding between the COUNTY and the ILLINOIS TOLLWAY dated December 9, 2014 and fully executed on December 31, 2014, with the exception of Parcel EO-1B-12-011 which is located at the southwest corner of Thorndale Avenue and Prospect Avenue and required for Contract I-14-4642. Upon completion and acceptance by the COUNTY of the south frontage road and other right of way as mentioned in multiple agreements pertaining to the EOWA, the ILLINOIS TOLLWAY agrees to convey fee simple title or any lesser property interests as may be required for the maintenance and jurisdiction to the COUNTY as part of the separate Intergovernmental Agreement.
- E. As part of the separate Intergovernmental Agreement described in Section II. D, the COUNTY agrees to provide the ILLINOIS TOLLWAY with an easement to access the Willow Creek box culvert constructed as part of the PROJECT to be located on future COUNTY right-of-way for maintenance purposes.
- F. To effectuate the transfers contemplated in Section II. B and D above, the ILLINOIS TOLLWAY shall provide necessary documents, including plats, legal descriptions and all necessary title documents to affect the transfer of properties to the COUNTY and the VILLAGE.
- G. Prior to any transfer of real property owned by the PARTIES, to advance the PROJECT and not delay any schedules, the PARTIES shall grant the ILLINOIS TOLLWAY use, access, ingress, and egress necessary for the construction of the PROJECT. The PARTIES shall grant the ILLINOIS TOLLWAY access and use of its property without charge and shall waive any and all surety or bonding requirements. In any event the ILLINOIS TOLLWAY, to the extent permitted by

law, shall indemnify and hold the other PARTIES and their employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the ILLINOIS TOLLWAY or its agents.

- H. In the event, the ILLINOIS TOLLWAY identifies areas of the COUNTY's and/or 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 COUNTY and/or the VILLAGE, shall upon the ILLINOIS TOLLWAY's application to the COUNTY's and/or 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 COUNTY and/or the VILLAGE shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the COUNTY or the VILLAGE.
- I. The COUNTY agrees to include 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 provide the COUNTY and VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY and/or VILLAGE 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.
- C. The COUNTY and/or the VILLAGE respectively agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing COUNTY and/or VILLAGE rights of way, and on proposed COUNTY rights of way where improvements to COUNTY and/or VILLAGE respective highways or facilities are proposed 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 existing

ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the COUNTY and/or the VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the COUNTY and/or the VILLAGE.

- 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 COUNTY and/or VILLAGE 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 PARTIES 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 PARTIES 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 and/or coordination with 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 any of the PARTIES from the ILLINOIS TOLLWAY, the respective PARTY agrees 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.

#### **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 COUNTY and/or the VILLAGE shall be submitted to them for approval prior to commencing such work. The respective PARTY 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 respective PARTY 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 PARTIES shall mean they agree with all specifications in the plans pertaining to the alignment and location of the PROJECT deviations which impact their respective maintained highways. In the event of disapproval, the respective PARTY 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 COUNTY and/or the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar days written notice to the COUNTY and the VILLAGE prior to commencement of work on the PROJECT.
- D. The COUNTY and the VILLAGE and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during

the progress of work included in the PROJECT that affects their system. The COUNTY and the VILLAGE may assign personnel to perform inspections on behalf of all work included in the PROJECT that affects the COUNTY's and the VILLAGE's system respectively, 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. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by PARTIES pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. 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.
- G. The ILLINOIS TOLLWAY shall require that the PARTIES, and their agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the 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).
- H. 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 fifteen (15) calendar days after notice thereof. If any PARTY 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 that PARTY. At the request of any 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 respective PARTY'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 respective PARTY 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.
- J. As-built drawings of utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the VILLAGE, in both paper format and electronically, within sixty (60) calendar days after completion of the work.
- K. As-built drawings of the PROJECT and utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the COUNTY, in both paper and electronically within sixty (60) 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 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 and construction engineering shall be computed as 10% of actual final construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the VILLAGE's IMPROVEMENTS is \$290,866.00 for construction costs, \$14,544.00 (5% of construction costs) for preliminary and design engineering, and \$29,087.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$334,496.00. The estimated construction costs to the VILLAGE are further detailed below:
  - a. Shared use path along the south side of the South Frontage Road from Supreme Drive to York Road - \$227,126.00.
  - b. Sidewalk along the north side of Driveway C - \$63,740.00.
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE's IMPROVEMENTS described in the Recital section of this AGREEMENT and as detailed above.

- E. The VILLAGE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, but not prior to January 1, 2017, an amount equal to 50% 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, but not prior to January 1, 2018, based on final costs.
- F. 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.
- G. The VILLAGE shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements, VILLAGE's IMPROVEMENTS, which would have been VILLAGE responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineers estimate or subject to VILLAGE budgetary constraints. The VILLAGE shall be responsible for costs incurred for those items that would have been VILLAGE responsibility prior to providing notice for the reduction or elimination of said items.

## **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 COUNTY and/or the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY and/or the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
  - 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 (or Willow Creek floodway) 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.

**VII. MAINTENANCE - RESPONSIBILITIES**

- A. The maintenance responsibilities are as shown on “EXHIBIT A” and as detailed below.
- B. The ILLINOIS TOLLWAY agrees to maintain ILLINOIS ROUTE 390 in its entirety and will maintain, or cause to maintain, the detention ponds and compensatory storage ponds constructed as part of the PROJECT, the box culverts constructed as part of the PROJECT and required for the relocation of Willow Creek under the proposed Illinois Route 390 ramps and the South Frontage Road. The ILLINOIS TOLLWAY agrees to be responsible for the portion of the Willow Creek floodway within ILLINOIS TOLLWAY right of way including the main channel, compensatory storage areas, and hydraulic structures, and the Willow Creek channel within ILLINOIS TOLLWAY right of way that is being relocated and improved as part of the PROJECT.
- C. The COUNTY, agrees to maintain, or cause to maintain, the South Frontage Road and York Road, in their entirety, and the sidewalk on the west side of York Road, and the temporary span wire traffic signals at the South Frontage Road and York Road, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety..
- D. The VILLAGE, agrees to maintain, or cause to maintain, Supreme Drive, Thomas Drive, Sievert Court, and Driveway C, in their entirety. The VILLAGE agrees to maintain watermain and sanitary sewers at the following locations:

<b>VILLAGE Facility</b>	<b>Right of way Location</b>
Watermain crossing Supreme Drive north of the North Frontage Road	VILLAGE right of way
Watermain along the south side of the South Frontage Road from Supreme Drive to east of Thomas Drive where it crosses to the north side of the South Frontage Road to York Road	Proposed COUNTY right of way
Watermain across the proposed Illinois Route 390 from south of Driveway C to the south side of the	ILLINOIS TOLLWAY and Proposed COUNTY right

<b>VILLAGE Facility</b>	<b>Right of way Location</b>
South Frontage Road	of way
Watermain along the south side of Driveway C from Supreme Drive to Thomas Drive	ILLINOIS TOLLWAY and Proposed Village right of way
Sanitary sewer along the east side of Supreme Drive	VILLAGE right of way
Gravity sanitary sewer and sanitary forcemain along the south side of the South Frontage Road from Supreme Drive to Thomas Drive	Proposed COUNTY right of way
Sanitary sewer forcemain across the proposed Illinois Route 390 from north of Driveway C to the south side of the South Frontage Road	ILLINOIS TOLLWAY and Proposed COUNTY right of way
Gravity sanitary sewer along the north side of Driveway C	Proposed VILLAGE right of way
Gravity sanitary sewer and forcemain along the south side of Driveway C	ILLINOIS Tollway and Proposed VILLAGE right of way

The VILLAGE will also maintain the shared use path along the south side of the South Frontage Road from Supreme Drive to York Road, the sidewalk along the north side of Driveway C, lighting along Sievert Court and Driveway C, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

If the ILLINOIS TOLLWAY is unable to maintain the Willow Creek floodway within ILLINOIS TOLLWAY right of way, including the Willow Creek box culverts and the relocated and improved channel constructed as part of the PROJECT, the VILLAGE agrees to maintain, or cause to maintain these areas as required by Part 3708.80 (A) (4) of Floodway Construction in Northeastern Illinois rules. The VILLAGE will only be responsible for performing maintenance following receipt of written direction by the ILLINOIS TOLLWAY and/or the Illinois Department of Natural Resources, and such VILLAGE maintenance shall only be to the extent as directed by those agencies. The ILLINOIS TOLLWAY will reimburse the VILLAGE for all maintenance costs, plus administrative, professional and/or legal costs, incurred as a result of such maintenance, and such reimbursement shall be provided within 60 days of receipt by the ILLINOIS TOLLWAY of an invoice from the VILLAGE.

The VILLAGE agrees, to the extent permitted by law, to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the watermain and sanitary sewers.

Nothing herein is intended to prevent the VILLAGE from utilizing services from outside vendors or contractors to provide the necessary services, and all expenses from such outside vendors or contractors shall be included as part of the invoice from the VILLAGE.

E. 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.

F. In the event that one PARTY observes that emergency maintenance is needed on the other PARTY's jurisdictional facilities, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and the other PARTY shall be responsible to a general description of the measures the observing PARTY intends to take to remedy the condition requiring emergency maintenance immediate need. If the other PARTY is unable to perform the emergency maintenance activities within a reasonable time after being notified, 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 costs charged the other PARTY shall be only the actual costs of the emergency measures to the PARTY taking such measures exclusive of all administrative fees, penalties, or other such added charges.

## VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within their respective PARTY's existing maintenance/jurisdictional responsibilities 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 PARTIES, 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.
- C. The responsibilities for all 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.

- E. Attached "EXHIBIT A" identifies the PARTIES respective maintenance responsibilities. In the event there is a conflict between the aforementioned Exhibit 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 Village of Bensenville (VILLAGE), the County of DuPage (COUNTY) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- B. It is understood and agreed by the PARTIES hereto, that the PARTIES shall obtain or retain jurisdiction of the all local roads traversed or affected by Illinois Route 390 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 of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. 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.
- 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 the PARTIES in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineer of the ILLINOIS TOLLWAY, the Director of Transportation/County Engineer of the COUNTY, and/or the Director of Public Works 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 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 VILLAGE, COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to any of the PARTIES (requested work, utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for any of the individual PARTY's (requested work, utilities, facilities, roadways, etc.), the Chief Engineer of the ILLINOIS TOLLWAY and the individual PARTY's Engineer/Director of Public Works shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the PARTY's (requested work, utilities, facilities, roadways, etc.), the decision of the PARTY's Engineer/Director of Public Works 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 Exhibit(s), 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 COUNTY certifies that its correct Federal Tax Identification number is 36-6006551 and it is doing business as a governmental entity, whose mailing address is The DuPage County Division of Transportation, Jack T. Knuepfer Administration Building, 421 North County Farm Road, Wheaton, Illinois 60187.
- M. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005794 and it is doing business as a governmental entity, whose mailing address is The Village of Bensenville, 12 S. Center Street, Bensenville, Illinois 60106.
- N. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- O. 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.

- P. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- Q. 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 PARTY to this AGREEMENT unless such provision is waived in writing.
- R. 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.
- S. 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 DuPage 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 VILLAGE:                                      The Village of Bensenville  
12 S. Center Street  
Bensenville, Illinois 60106  
Attn: Director of Public Works

- T. The PARTIES shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of 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.

- U. 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 BENSENVILLE**

By: \_\_\_\_\_  
Frank Soto, President

Attest: \_\_\_\_\_  
Ilsa Rivera-Trujillo,  
Village Clerk

Date: \_\_\_\_\_

**COUNTY OF DUPAGE**

By: \_\_\_\_\_  
Daniel J. Cronin, Chairman  
DuPage County Board

Attest: \_\_\_\_\_  
Paul Hinds, County Clerk

Date: \_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Greg M. Bedalov, Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Colsch, Chief of Finance

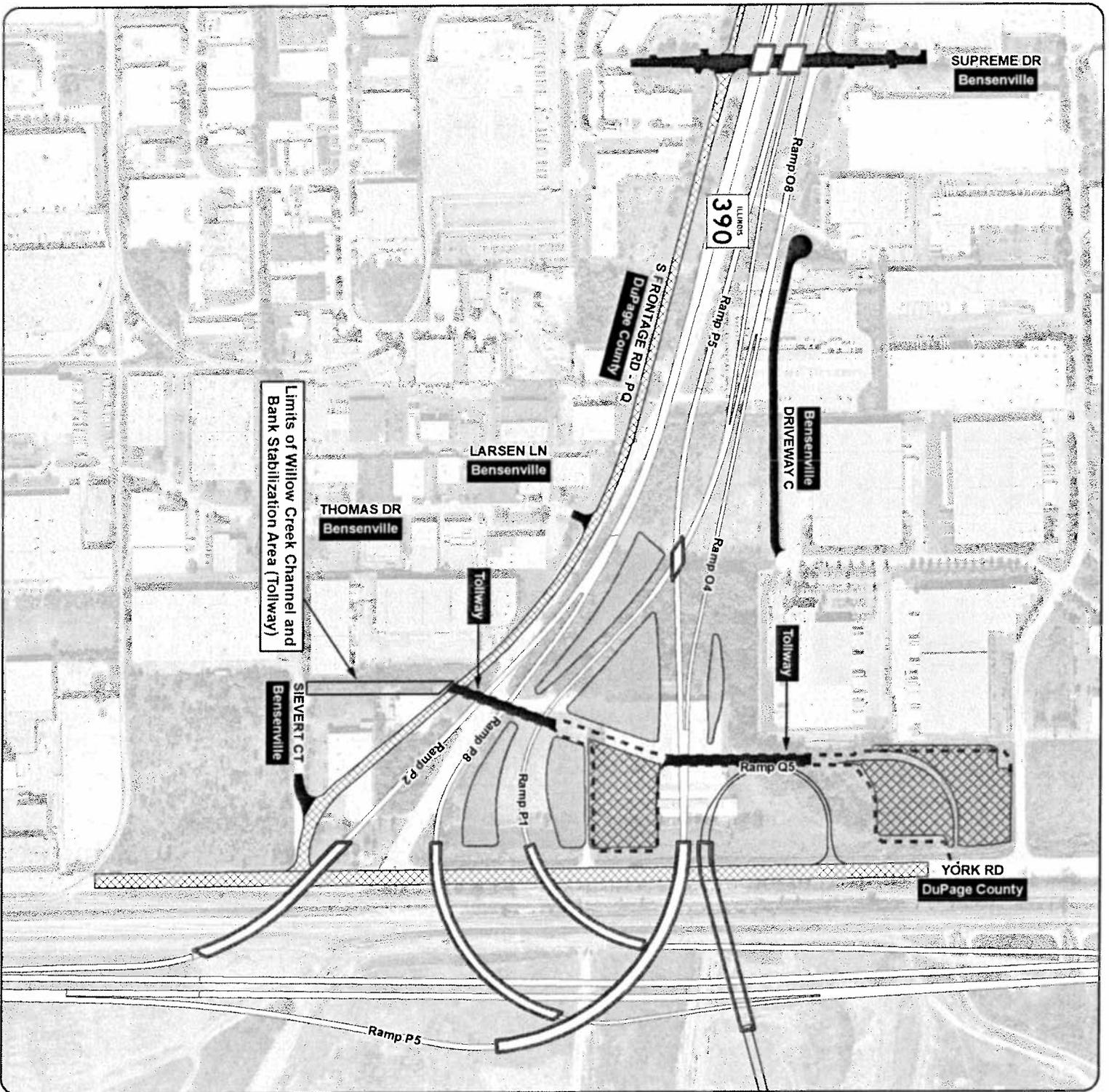
Date: \_\_\_\_\_

By: \_\_\_\_\_  
David A. Goldberg, General Counsel

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

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



Limits of Willow Creek Channel and Bank Stabilization Area (Tollway)

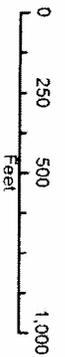
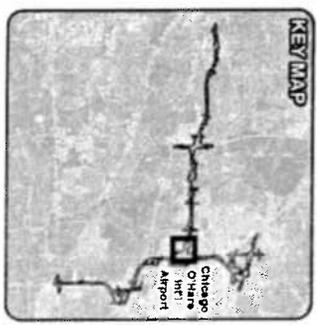


## Elgin O'Hare Western Access

### LEGEND

- Bensenville Jurisdiction
- Tollway Jurisdiction
- ▨ DuPage County Jurisdiction
- Bridge
- ▨ Detention Pond (Tollway)
- ▨ Compensatory Storage (Tollway)
- Box Culvert (Tollway)
- - - Willow Creek 100-Year Floodway and Relocated Channel (Tollway)

STREET NAME  
Jurisdiction



**Exhibit A**  
Elgin O'Hare Western Access  
Contract 1-15-4662  
Jurisdiction Map

## RESOLUTION NO. 21074

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with DuPage County ("County") in connection with the County's improvements to the Highland Avenue Bridges over Illinois 56 and I-88. The Tollway has requested the County to incorporate into the improvements certain ramp repairs to the westbound I-88 exit ramp onto Highland Avenue. The County agrees to perform such repairs, subject to reimbursement by the Tollway in an estimated amount of \$200,000.00. This Intergovernmental Agreement further sets forth the respective rights and responsibilities of the parties as to the maintenance of the work following construction.

**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 DuPage County in substantially the form attached to this Resolution, the Chairman of the Executive Director is authorized to execute said agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_

Chairman

**DRAFT** INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
CH 9/HIGHLAND AVENUE BRIDGE OVER IL 56 (BUTTERFIELD ROAD) AND I-  
88 (REAGAN MEMORIAL TOLLWAY)  
SECTION NO.: 15-00199-00-BR

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and The Illinois State Toll Highway Authority (hereinafter referred to as the "TOLLWAY"), an instrumentality and administrative agency of the State of Illinois with offices at 2700 West Ogden Avenue, Downers Grove, Illinois. The COUNTY and the TOLLWAY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY in order to facilitate the free flow of traffic and to ensure the safety of the public desires to improve CH 9/Highland Avenue Bridges Over IL 56 (Butterfield Road) and I-88 (Reagan Memorial Tollway, Section No. 15-00199-00-BR (hereinafter referred to as "PROJECT"); and

WHEREAS, the TOLLWAY has asked the COUNTY to incorporate ramp repairs of the westbound I-88 exit ramp onto Highland Avenue that will include milling, resurfacing and patching of the existing concrete base with HMA surface pavement (hereinafter referred to as the "WORK") and depicted on Exhibit A attached hereto and incorporated herein as a part of the PROJECT to avoid disruption to the motoring public at a later date; and

WHEREAS, the COUNTY is willing to incorporate this WORK as additional work into the Plans and Specifications of the PROJECT that are incorporated herein by reference, subject to reimbursement by the TOLLWAY; and

WHEREAS, a cost estimate attached hereto as Exhibit B and incorporated herein for construction of the WORK, design and construction engineering has been prepared for the WORK and said

cost estimate of approximately \$200,000.00 is agreeable to the TOLLWAY.

WHEREAS, the COUNTY and the TOLLWAY desire to cooperate in the construction of the PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the TOLLWAY and the public; and

WHEREAS, the COUNTY and the TOLLWAY desire to establish the parties' mutual project, cost and maintenance responsibilities with respect to the PROJECT; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) and the TOLLWAY by virtue of its power set forth in the "Toll Highway Act" (605 ILCS 10/1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

## **1.0 INCORPORATION**

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

## **2.0 SCOPE OF IMPROVEMENTS**

- 2.1. The scope of the PROJECT includes deck repairs and joint replacement/repairs of the Highland Avenue bridges over IL 56 and I-88 and other appurtenant and necessary work as well as concrete pavement patching. The PROJECT also includes resurfacing of Highland Avenue from the I-88 south bridge approach pavement to

south of 31<sup>st</sup> Street. In order to complete the PROJECT as quickly and efficiently as possible, Highland Avenue over IL 56 will be temporarily closed.

- 2.2. The WORK for the TOLLWAY includes repair of the westbound I-88 exit ramp onto Highland Avenue that will include milling, resurfacing and patching of the existing concrete based with HMA surface pavement. The WORK is depicted on the Exhibit A attached hereto.

### **3.0 RESPONSIBILITIES - JOINT**

- 3.1. The COUNTY and TOLLWAY agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 3.2. The COUNTY and TOLLWAY agree that the scope of WORK will be added to the COUNTY's contract documents for Section No. 15-00199-00-BR and said contract documents are incorporated into this AGREEMENT by reference. The estimated cost to the TOLLWAY for the WORK is referenced on attached Exhibit B.
- 3.3. The COUNTY and TOLLWAY agree that the contract documents for the PROJECT were prepared in an effort to minimize the need to relocate TOLLWAY utilities. Should field conditions result in unexpected utility conflict(s), reasonably demonstrated to have been caused based on the information provided to the COUNTY from the TOLLWAY, all reasonable costs associated with resolving said utility conflict(s) shall be at the sole cost of the TOLLWAY.

### **4.0 RESPONSIBILITIES OF THE COUNTY**

- 4.1. The COUNTY shall act as the lead agency and be responsible for completing all design engineering, awarding of contract(s), utility coordination (except as noted in paragraph 3.3 above), construction engineering and construction for the PROJECT.
- 4.2. The COUNTY will present as-bid pricing for the WORK within fifteen (15) days of receipt by the COUNTY. Both the COUNTY and the TOLLWAY agree that the TOLLWAY reserves the right to request that the COUNTY not perform the WORK if the prices are unacceptable to the TOLLWAY for the WORK.

4.3. Both the COUNTY and TOLLWAY agree that the COUNTY shall administer the contract for the construction of the PROJECT. The COUNTY agrees to administer the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the TOLLWAY regarding the progress of the WORK and any problems encountered or changes recommended. No change order or design modifications which affects the TOLLWAY'S facilities, or TOLLWAY cost, except normal minor variations in quantities of pay items required to complete the WORK shall be authorized except with prior written approval by the TOLLWAY

#### **5.0 RESPONSIBILITIES OF THE TOLLWAY**

5.1. The TOLLWAY shall notify the COUNTY, in writing, following receipt of the estimated WORK prices, within thirty (30) days of receipt, if the estimated WORK prices are acceptable to the TOLLWAY for the WORK and to request that the COUNTY perform said WORK as a part of the PROJECT.

5.2. The TOLLWAY hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the TOLLWAY property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The TOLLWAY shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY'S work. Upon completion of the PROJECT, the right-of-entry shall terminate.

5.3. If the TOLLWAY accepts the estimated WORK prices, the TOLLWAY agrees to reimburse the COUNTY for the WORK construction costs at the actual cost incurred by the COUNTY plus the cost of any additional items required to complete the WORK via change order pursuant to the provisions of paragraph 4.2 above. This actual cost is the bid, or force account bill or unit price submitted by the COUNTY'S contractor for the WORK items times the actual quantity of items installed plus the cost of any additional items required as a part of the WORK authorized in writing or via e-mail by the TOLLWAY.

5.4. If the TOLLWAY accepts the estimated WORK prices, the TOLLWAY agrees to reimburse the COUNTY one hundred (100%) percent of the construction costs for the WORK.

- 5.5. The TOLLWAY agrees to reimburse the COUNTY the actual design engineering cost of the WORK which includes additional maintenance of traffic.
- 5.6. The TOLLWAY acknowledges that said WORK is included as an addition to the final PROJECT plans and upon execution of this AGREEMENT confirms that the design of the WORK components are acceptable to the TOLLWAY.
- 5.7. If the TOLLWAY accepts the estimated WORK prices, the TOLLWAY agrees to pay the COUNTY eighty (80%) percent of the TOLLWAY's estimated cost as attached hereto in Exhibit B upon execution of this AGREEMENT, based upon as-bid unit prices for the WORK. Upon completion of the WORK and based upon the documentation of final costs and quantities, submitted by the COUNTY and a final invoice, the TOLLWAY agrees to reimburse the COUNTY for the balance of the TOLLWAY's estimated cost within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

## **6.0 MAINTENANCE**

- 6.1. If the TOLLWAY accepts the estimated WORK prices, the TOLLWAY agrees that it will be responsible for all maintenance of the WORK upon completion of the PROJECT and the COUNTY shall be responsible for all maintenance of that part of the PROJECT owned or under the jurisdiction of the COUNTY.
- 6.2. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address WORK requested by the TOLLWAY as a part of the PROJECT and no changes to maintenance and/or jurisdiction of existing roadways and appurtenances are proposed.

## **7.0 INDEMNIFICATION**

- 7.1. The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the TOLLWAY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors

or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

7.1.1. The COUNTY and the TOLLWAY acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify TOLLWAY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the TOLLWAY, or any person or entity claiming a right through TOLLWAY, or in the event of change in the laws of the State of Illinois governing COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

7.2. The TOLLWAY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the TOLLWAY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The TOLLWAY does not hereby waive any defenses or immunity available to it with respect to third parties.

7.2.1. The COUNTY and the TOLLWAY acknowledge that the TOLLWAY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the TOLLWAY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or

entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing TOLLWAY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

- 7.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove TOLLWAY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 7.4. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- 7.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The TOLLWAY'S and COUNTY'S indemnification under Section 7.0 hereof shall terminate when the PROJECT is completed and the TOLLWAY assumes its maintenance responsibilities as set forth in Section 6.1 hereof.

## **8.0 GENERAL**

- 8.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the WORK requested by the TOLLWAY as a part of the PROJECT.

- 8.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 8.3. In the event of a dispute between the COUNTY and TOLLWAY representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer of the COUNTY and the Chief Engineer of the TOLLWAY shall meet and resolve the issue.
- 8.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 8.5. 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 in the same instrument.
- 8.6. The COUNTY 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 COUNTY 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 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.

## **9.0 ENTIRE AGREEMENT**

9.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written.

## **10.0 NOTICES**

10.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile or email, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

The Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, IL 60515  
ATTN: Chief Engineer, Paul Kovacs  
Phone: 630.241.6800

Email: [Paulkovacs@getipass.com](mailto:Paulkovacs@getipass.com)

County of DuPage  
Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187  
ATTN: Christopher C. Snyder, P.E.  
Director of Transportation/County Engineer  
Phone: 630.407.6900  
Facsimile: 630.407.6901  
Email: [Christopher.snyder@dupageco.org](mailto:Christopher.snyder@dupageco.org)

## **11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT**

11.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

## **12.0 ASSIGNMENT**

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

### **13.0 AUTHORITY TO EXECUTE/RELATIONSHIP**

13.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

13.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

### **14.0 GOVERNING LAW**

14.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

14.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

### **15.0 SEVERABILITY**

15.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

### **16.0 FORCE MAJEURE**

16.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals  
as of the date first written above.

**COUNTY OF DU PAGE**

\_\_\_\_\_  
Daniel J. Cronin, Chairman  
DuPage County Board

ATTEST:

\_\_\_\_\_  
Paul Hinds  
County Clerk

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Greg M. Bedalov, Executive Director

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

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

EXHIBIT A  
DEPICTION OF "WORK"

**EXHIBIT B**  
**ESTIMATE OF TOLLWAY COSTS**

Estimate of WORK construction costs:	\$
Actual design engineering of the WORK including additional maintenance of traffic	\$ _____
Estimate of construction engineering (10% of WORK construction costs)	\$
ESTIMATED TOTAL OF TOLLWAY COSTS:	\$ _____