

RESOLUTION NO. 21123

**Background**

Under the By-Laws of the Illinois State Toll Highway Authority, Article III, Section 4, the Board created standing committees to address certain aspects of the Tollway's operational and governance requirements. The Board now determines that in the interest of economy and efficiency of the Board in carrying out its duties and responsibilities, and in the best interest of the Illinois State Toll Highway Authority, the Executive Committee may be eliminated as a standing Board committee.

**Resolution**

The Board hereby approves the amendment of the By-Laws to eliminate the Executive Committee as a standing committee of the Board, and to make other conforming and ministerial adjustments to the By-Laws as otherwise reflected in the document attached.

Approved by:



Chairman

RESOLUTION NO. 21124

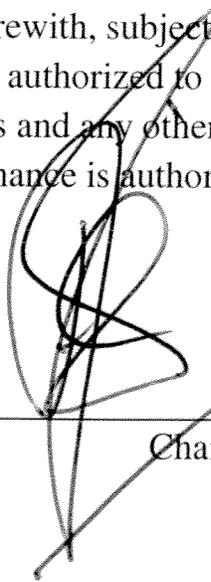
**Background**

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Bulk Rock Salt through the Central Management Services ("CMS") master contract with Cargill Salt Div. and Compass Minerals America, Inc. (Tollway Contract No. 15-0076). 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. 15-0076 by an aggregate amount of \$2,737,641.00 for the purchase of additional Bulk Rock Salt. 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 utilization of the CMS master contract and the associated increase to the upper limit of compensation of Tollway Contract No. 15-0076 for the purchase of additional Bulk Rock Salt from Cargill Salt Div. and Compass Minerals America, Inc. is approved in an aggregate amount not to exceed \$2,737,641.00 (increase from \$3,328,526.00 to \$6,066,167.00). 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. 21125

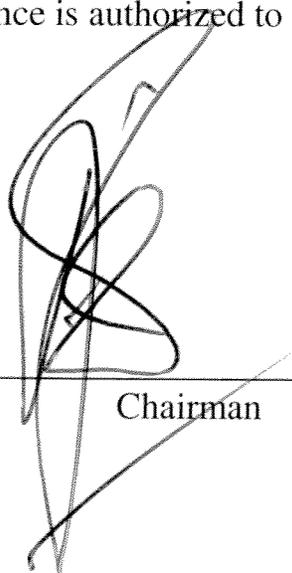
**Background**

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Winter Roadway Abrasives. Pursuant to the Tollway’s Invitation for Bid No. 16-0070, the Tollway has determined that Thelen Materials, LLC is the lowest responsive and responsible bidder for Winter Roadway Abrasives for an upper limit of compensation not to exceed \$322,078.00.

**Resolution**

The bid from Thelen Materials, LLC for the purchase of Winter Roadway Abrasives is accepted. Contract No. 16-0070 is approved in an amount not to exceed \$322,078.00. 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: \_\_\_\_\_

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Chairman

RESOLUTION NO. 21126

**Background**

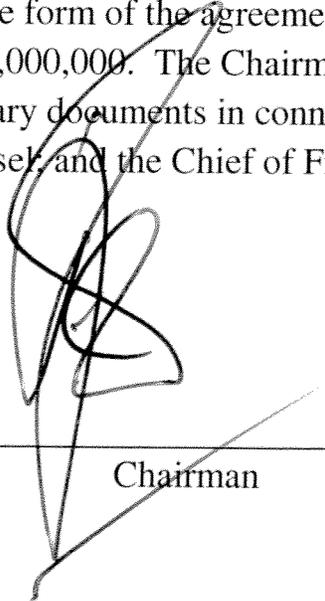
The Customer Service Center and Violation Processing System facilitates the accurate and efficient collection of toll revenue and violation recovery revenue that combine to represent more than \$1 billion on an annual basis. The Customer Service Center and Violation Processing System also facilitates the provision of customer services to more than 1.5 million daily drivers, enabling I-PASS customers to manage their I-PASS accounts, and enabling violation recipients to review, pay, or dispute, violations. This Toll Transaction Management contract, procured as a sole source under Illinois law, enables Accenture LLP to enhance, secure and maintain the system for the purpose of generating new revenues and protecting existing revenues. It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to award contract No. 16-0083 for these services to Accenture LLP.

**Resolution**

Award of Contract No. 16-0083 for an 18-month term, is approved substantially in the form of the agreement attached to this resolution in an amount not to exceed \$22,000,000. The Chairman or the Executive Director is authorized to execute necessary documents in connection therewith, subject to the approval of the General Counsel, and the Chief of Finance is authorized to issue warrants in payment thereof.

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

Chairman

A large, stylized handwritten signature in black ink is written over the signature line and extends upwards into the text area. The signature is highly cursive and difficult to decipher.

RESOLUTION NO. 21127

**Background**

The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-16-4269 for Fiber Optic Relocation, Systemwide. The lowest responsible bidder on Contract No. I-16-4269 is John Burns Construction Company in the amount of \$3,790,982.00.

**Resolution**

Contract No. I-16-4269 is awarded to John Burns Construction Company in the amount of \$3,790,982.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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. 21128

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services, on the Jane Addams Memorial Tollway (I-90) at Milepost 65.5 (Roselle Road Interchange), on Contract No. I-14-4193. Gewalt Hamilton Associates, Inc./Atlas Engineering Group Inc. (JV) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$1,679,688.08. 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 Gewalt Hamilton Associates, Inc./Atlas Engineering Group Inc. (JV) to obtain Construction Management Services, for Contract No. I-14-4193, with an upper limit of compensation not to exceed \$1,679,688.08, 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. 21129

**Background**

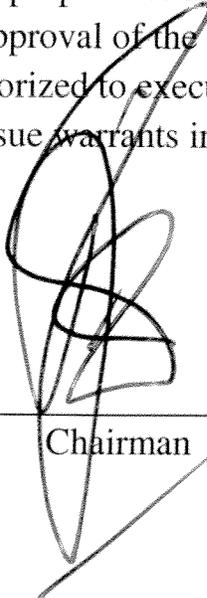
The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20043 approved July 25, 2013 entered into an Agreement with Robert E. Hamilton Consulting Engineers, Inc. on Contract I-13-4111 for Construction Management Services for Documentation Compliance, Systemwide.

Per Tollway request, Robert E. Hamilton Consulting Engineers, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract I-13-4111, increasing the contract upper limit by \$3,344,000.00, from \$3,360,000.00 to \$6,704,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Robert E. Hamilton Consulting Engineers, Inc.

**Resolution**

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Robert E. Hamilton Consulting Engineers, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$3,344,000, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

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

  
Chairman

RESOLUTION NO. 21130

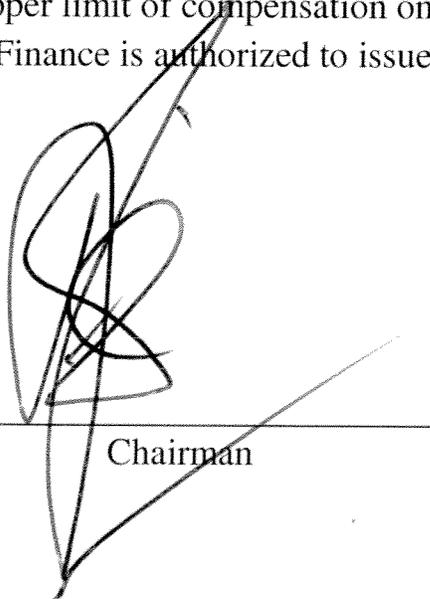
**Background**

The Illinois State Toll Highway Authority (the “Tollway”), pursuant to Resolution No. 20104 approved on September 26, 2013, entered into an Agreement for Contract No. I-13-5675 with IHC Construction Companies, LLC for Noise and Retaining Wall Construction and Drainage Improvements on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (I-290/IL Route 53) to Milepost 70.7 (Arlington Heights Road). This extra work order represents the settlement of a claim in the amount of \$373,815.00.

**Resolution**

The Extra Work Order in the amount of \$373,815.00, and the commensurate increase in the upper limit of compensation on Contract No. I-13-5675, is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and loops around itself.

Chairman

## RESOLUTION NO. 21131

**Background**

The Illinois State Toll Highway Authority (“Tollway”) owns Parcel TW-1C-10-141.EX (the “Parcel”), which is located at 147<sup>th</sup> Street and Mozart Avenue in Posen, Cook County, Illinois and was needed for the construction of the I-294/I-57 Interchange Project.

The Parcel is not needed in connection with the maintenance and operation of the Tollway System and will not in the future be needed for any foreseeable improvement to the Tollway System. The Excess Property Committee has declared Parcel TW-1C-10-141.EX as excess to the Tollway’s needs.

The Parcel was appraised by an Illinois Licensed General Appraiser and was advertised for sale by sealed bid. The Tollway received a bid in the amount of \$46,500.00 from Kashif Movania, which exceeds the Tollway’s appraised value for the Parcel.

It is in the best interest of the Tollway to accept said bid and convey title to the Parcel to that bidder in accordance with the terms of the sale.

**Resolution**

The sale of Parcel TW-1C-10-141.EX is hereby approved in accordance with the terms and conditions set forth above. The Land Acquisition Manager and the General Counsel are authorized to prepare such documents as are necessary to convey the Parcel and any improvements located thereon to Kashif Movania; the Chairman or the Executive Director is authorized to execute any and all documents necessary to transfer said property; and the Chief of Finance is authorized to issue warrants in payment of any expenses in connection therewith.

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

Chairman

## RESOLUTION NO. 21132

**Background**

The Illinois State Toll Highway Authority (“Tollway”) owns Parcel NS-702-012.2EX (the “Parcel”), which is located north of Willow Drive, south of 127<sup>th</sup> Street and west of I-355, Lemont, Cook County, Illinois and was needed for the construction of the I-355 South Extension Project.

The Parcel is not needed in connection with the maintenance and operation of the Tollway System and will not in the future be needed for any foreseeable improvement to the Tollway System. The Excess Property Committee has declared Parcel NS-702-012.2EX as excess to the Tollway’s needs.

The Parcel was appraised by an Illinois Licensed General Appraiser and was advertised for sale by sealed bid. The Tollway received one bid in the amount of \$27,150.00 from New Horizon Homes Builder, INC., which met the minimum bid established for the Parcel.

It is in the best interest of the Tollway to accept said bid and convey title to the Parcel to that bidder in accordance with the terms of the sale.

**Resolution**

The sale of Parcel NS-702-012.2EX is hereby approved in accordance with the terms and conditions set forth above. The Land Acquisition Manager and the General Counsel are authorized to prepare such documents as are necessary to convey the Parcel and any improvements located thereon to New Horizon Homes Builder, INC.; the Chairman or the Executive Director is authorized to execute any and all documents necessary to transfer said property; and the Chief of Finance is authorized to issue warrants in payment of any expenses in connection therewith.

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

Chairman

RESOLUTION NO. 21133

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Village of Posen and the Illinois Department of Transportation in connection with the I-294/57 interchange. The Village has requested the installation of emergency vehicle preemption (EVP) equipment on the traffic signals at Ramps X and N and Illinois Route 83 (147<sup>th</sup> Street) and the Tollway agrees to this request. The IGA further delineates the maintenance responsibilities of the parties for the EVP equipment and there is no cost to the Tollway resulting from this IGA.

**Resolution**

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement among the Illinois State Toll Highway Authority, the Illinois Department of Transportation, and the Village of Posen 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  
AND  
THE VILLAGE OF POSEN**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_AD, 20\_\_, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT" and THE VILLAGE OF POSEN, 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 DEPARTMENT and the ILLINOIS TOLLWAY executed a Memorandum of Understanding on December 14, 2011 (hereinafter referred to as the "MOU") to outline the general understanding between them concerning the I-294/I-57 Interchange; and

WHEREAS, the DEPARTMENT and the ILLINOIS TOLLWAY executed a Letter of Understanding dated May 8, 2014, on May 16, 2014 (hereinafter referred to as the "LOU") to outline the general understanding between them with regard to ILLINOIS TOLLWAY Contract I-13-4121, Illinois Route 83 (147<sup>th</sup> Street) constructing Ramp X and Ramp N; ILLINOIS TOLLWAY Contract I-13-4091, Municipal Utility Relocation; ILLINOIS TOLLWAY Contract I-14-4157, Tree and Shrub Planting; and Contract I-13-4141, Off System Roadways; and

WHEREAS, the DEPARTMENT and the ILLINOIS TOLLWAY executed an Intergovernmental Maintenance Agreement on March 5, 2015 for the I-294/I-57 Interchange (hereinafter referred to as the "MAINTENANCE AGREEMENT"); and

WHEREAS, as part of Contract I-13-4121, work was performed along the Tri-State Tollway (I-294) between Mile Post 8.15 and Mile Post 8.30. This work included, pavement removal, curb and gutter removal and replacement; median construction, pavement construction, storm sewer construction, the installation of sidewalks and driveways, traffic signal installation with interconnection, roadway lighting, signing and pavement marking. In addition, there was earth excavation and restoration, sediment control, topsoil and seeding, and all other work necessary to complete the project in accordance with the approved plans and specifications (hereinafter referred to as the "PROJECT"); and

WHEREAS, the VILLAGE requested that the ILLINOIS TOLLWAY include the installation of Emergency Vehicle Pre-Emption equipment (“EVP”) on the traffic signals at Ramp X and Ramp N on 147<sup>th</sup> Street; and

WHEREAS, the ILLINOIS TOLLWAY agreed to the VILLAGE’s request to add EVP to the above mentioned traffic signals; and

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

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

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

WHEREAS, 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 DEPARTMENT agreed to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The final approved plans and specifications for the PROJECT were delivered to the PARTIES by the ILLINOIS TOLLWAY.
- C. The ILLINOIS TOLLWAY assumed 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, 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 agreed 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.

- D. The ILLINOIS TOLLWAY required 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 required 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 transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT.

## **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY has caused all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT.

## **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY has advertised and received bids, provided construction engineering inspections for and caused the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

## **V. FINANCIAL**

- A. The ILLINOIS TOLLWAY and the DEPARTMENT agree to pay all PROJECT related engineering, right of way, construction engineering and construction costs in accordance with the MOU.

## **VI. MAINTENANCE – DEFINITIONS**

- A. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance

includes the full responsibility for the construction, removal, replacement of the maintained facility when needed. Maintenance includes but is not limited to:

1. "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, EVP and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
- B. 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.
- C. 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. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-294 in its entirety and the DEPARTMENT shall retain jurisdiction and maintenance responsibilities for I-57 and Illinois Route 83 (147<sup>th</sup> Street) in their entirety. The ILLINOIS TOLLWAY and the DEPARTMENT's maintenance responsibilities are further detailed in the MAINTENANCE AGREEMENT executed on March 5, 2015.
- B. The DEPARTMENT agrees to retain ownership of the traffic signals on Illinois Route 83 (147<sup>th</sup> Street) installed as part of the PROJECT.
- C. The VILLAGE shall own and maintain the signalized EVP system.
- D. In the near future, the DEPARTMENT will prepare an Addendum to the Master Traffic Signal Agreement between the DEPARTMENT and the VILLAGE. The Addendum to the Master Traffic Signal Agreement will specifically outline maintenance and energy responsibilities for the new traffic signals and the EVP system constructed as part of the PROJECT.

## **VIII. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Village of Posen, the Illinois Department of Transportation and the Illinois State Toll Highway Authority.

- B. 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.
- C. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- D. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- E. The failure by 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 the PARTIES unless such provision is waived in writing.
- F. 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.
- G. 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 the VILLAGE:

The Village of Posen  
2440 Walter Zimny Drive  
Posen, Illinois 60469  
Attn: Fire Chief

- E. 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 POSEN**

By: \_\_\_\_\_  
Donald W. Schupek,  
Village President

Attest: \_\_\_\_\_  
Veronica Grabowski,  
Village Clerk

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

**THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION**

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

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

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

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

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21134

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the County of DuPage ("County"), the City of Wood Dale ("City"), the Village of Itasca ("Village"), and the Wood Dale Park District ("District") in connection with construction of the eastbound and westbound mainline pavement of Illinois Route 390 Tollway from Arlington Heights Road to Lively Boulevard, and new bridge structures carrying eastbound and westbound Illinois Route 390 Tollway over Prospect Avenue. The County has requested that the Tollway include LED illuminated signage and other enhancements, the City has requested an upgrade to stamped concrete, the Village has requested special form liner signage, and the District has requested construction of extended driveway aprons at two facilities. The Tollway agrees to these requests subject to reimbursement. The cost to the County for the Project is \$167,068.00, which shall be offset by a land transfer to the Tollway. The difference between the cost of the City's requested improvements and its land conveyances to the Tollway is \$14,886.37, which will be applied toward future City obligations on the project. The cost to the Village for the Project is estimated at \$5,750.00 to be reimbursed to the Tollway. The Tollway will pay the Park District an estimated \$41,773.00 for the difference between the cost of its requested improvements and its land conveyances to the Tollway. 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 among the Illinois State Toll Highway Authority, the County of DuPage, the City of Wood Dale, the Village of Itasca, and the Wood Dale Park District in substantially the form attached to this Resolution, the Chief of Finance is authorized to issue warrants in payment thereof, 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,  
THE CITY OF WOOD DALE,  
THE VILLAGE OF ITASCA  
AND  
THE WOOD DALE PARK DISTRICT**

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 corporate and politic of the State of Illinois, hereinafter called the "COUNTY", THE CITY OF WOOD DALE, a municipal corporation of the State of Illinois, hereinafter called the "CITY", THE VILLAGE OF ITASCA, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", and THE WOOD DALE PARK DISTRICT, a unit of local government of the State of Illinois, hereinafter called the "DISTRICT", 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 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 contracts. 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 COUNTY's, the CITY's, the VILLAGE's and the DISTRICT's jurisdictions. This AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-14-4642, Illinois Route 390 from Arlington Heights Road to Lively Boulevard (hereinafter referred to as the "PROJECT"); and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is constructing the eastbound and westbound mainline pavement of Illinois Route 390 from Arlington Heights Road to Lively Boulevard, constructing new bridge structures carrying eastbound and westbound Illinois Route 390 over Prospect Avenue, and improvements to the north frontage road (currently Thorndale Avenue), Prospect Avenue, Mittel Drive, and Wood Dale Road. Existing Thorndale Avenue will be reconstructed or resurfaced as the new north frontage road between Prospect Avenue and Lively Boulevard. A Texas U-turn

will be constructed to connect the south and north frontage roads on the west side of Prospect Avenue. Prospect Avenue will be widened and reconstructed. Wood Dale Road will also be widened and reconstructed north of the north frontage road intersection with Wood Dale Road and Mittel Drive will be resurfaced at the north frontage road intersection with Mittel Drive to the northern project limit. The work also includes the installation of traffic signals at the intersection of Prospect Avenue with the south frontage road/ramp and with the north frontage road ramp, and the installation of traffic signals at the intersection of Wood Dale Road with the north frontage road and with the south frontage road. All traffic signals will be painted black as part of the ILLINOIS TOLLWAY standard corridor aesthetic treatment. The work also includes storm sewer installation, drainage improvements, detention ponds, bicycle and pedestrian accommodations, retaining wall installation, earthwork, the installation of eastbound and westbound All Electronic Tolling (AET) Plazas, Intelligent Transportation Systems (ITS) elements, signing, pavement markings, roadway lighting, landscaping, water main and sanitary sewer relocation, storm water detention facility site remediation, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY include in its PROJECT LED illuminated signage on the black painted traffic signals installed at the intersections of Prospect Avenue with the south and north frontage roads and at the intersections of Wood Dale Road with the north and south frontage roads, and black paint to be added on the toll plaza monotubes installed at the ILLINOIS TOLLWAY Plaza 322 (Mittel Boulevard), hereinafter referred to as the “COUNTY’s IMPROVEMENTS”; and

WHEREAS, the CITY requests that the ILLINOIS TOLLWAY include in its PROJECT stamped concrete on Mittel Drive and black coated access control fencing, hereinafter referred to as the “CITY’s IMPROVEMENTS”; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT special form liner signage (“Village of Itasca”) on the north and south parapet walls of the Illinois Route 390 bridges over Prospect Avenue, hereinafter referred to as the “VILLAGE’s IMPROVEMENTS”; and

WHEREAS, the DISTRICT requests that the ILLINOIS TOLLWAY include in its PROJECT construction of an extended driveway apron at Salt Creek Golf Course, 701 W. Thorndale Avenue, and TopGolf USA, 699 W. Thorndale Avenue, hereinafter referred to as the “DISTRICT’s IMPROVEMENTS”; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the COUNTY’s, the CITY’s, the VILLAGE’s and the DISTRICT’s request to add their IMPROVEMENTS to the PROJECT; and

WHEREAS, subsequent to this AGREEMENT, the CITY and the VILLAGE agree to obtain from the COUNTY an approved permit for the water main and sanitary

sewer relocation work to be done as part of the PROJECT, located on COUNTY property, and to abide by all conditions set forth therein; and

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

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

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

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

WHEREAS, 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, the DISTRICT by virtue of its powers as set forth in the "Park District Code," 70 ILCS 1205/1 *et seq.* and the Local Governmental Property Transfer Act, 50 ILCS 605/0.01 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

**I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the COUNTY, the CITY, the VILLAGE and the DISTRICT as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the PARTIES 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 PARTIES by the ILLINOIS TOLLWAY.
- C. The PARTIES 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 any 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 approval of the plans and specifications. Approval by the PARTIES respectively shall mean the 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, the PARTY disapproving 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, Du Page County, including but not limited to the Department of Building & Zoning and the Division of Transportation, Illinois Environmental Protection Agency, City of Wood Dale, the Village of Itasca, 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 PARTIES respectively shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way within the PROJECT limits to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by any PARTY.

## 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 CITY or the VILLAGE for the construction of this PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the CITY or 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 CITY's or 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 their property interest to the CITY and the VILLAGE for all property and right of way that may be required for the CITY's or the VILLAGE's maintenance and operations of roadways that will be under their respective jurisdiction, without cash consideration.
- C. Upon completion and acceptance by COUNTY of the construction of the south and north frontage roads, the Texas U-turn connecting the south and north frontage roads on the west side of Prospect Avenue, Prospect Avenue, the north frontage road from Mittel Boulevard to Lively Boulevard, Wood Dale Road, the culvert across Prospect Avenue south of the south frontage road, the closed separate drainage system associated with the north frontage road, Prospect Avenue and Wood Dale Road, the ILLINOIS TOLLWAY and the COUNTY agree to convey their property interest as may be required for the maintenance and operation of their respective highway systems. This includes COUNTY Parcel EO-1B-12-011 (as shown on "Exhibit A") to be transferred to the ILLINOIS TOLLWAY. The total compensation value of this conveyance is \$445,700, to be an offset to the COUNTY's IMPROVEMENTS.
- D. The DISTRICT agrees to convey Fee Simple Title and Temporary Easement to the ILLINOIS TOLLWAY for Parcel EO-1B-12-099 (as shown on Exhibit A). The approved appraised market value is \$54,000.00 to be used to offset the cost of the DISTRICT's IMPROVEMENTS.
- E. If during the construction of the PROJECT it becomes necessary for either PARTY to enter upon and temporarily use lands owned by the other PARTY, that permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.

- F. In order to avoid PROJECT delays, the COUNTY and the DISTRICT hereby permit and authorize the ILLINOIS TOLLWAY, their employees, vendors, and/or contractor(s) unrestricted access to use all parcels identified in Exhibit A. Additional consideration and/or financial credit will not be granted pursuant to this interim permission and authorization.
- G. All land conveyances pursuant to this Agreement will be fully executed, tendered and accepted for recordation and all supporting documentation provided before issuance of final payments and before financial credit will be recognized pursuant to SECTION V. of this AGREEMENT.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the 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 to any PARTIES' facilities in the design of improvements.
- C. The PARTIES respectively agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing PARTY rights of way, and on proposed PARTY rights of way where improvements to the PARTIES 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 PARTIES jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the PARTIES.
- E. At all locations where utilities are located on rights of way owned by the ILLINOIS TOLLWAY that are planned to be subsequently transferred to another PARTY and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the PARTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) without charge of permit fees to the ILLINOIS TOLLWAY upon transfer of that right of way to another PARTY. Subsequent to transfer of that right of way to another PARTY, the ILLINOIS TOLLWAY

agrees to reimburse and/or credit the PARTY for any and all utility relocation costs the PARTY may incur that are reimbursable to the utility company for PROJECT required adjustments.

- F. At all locations where utilities are located on rights of way owned by any PARTY that are subsequently planned to be transferred to the ILLINOIS TOLLWAY and must be adjusted due to work proposed by any PARTY after the completion of the Project, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). The respective PARTY permits will no longer apply after transfer of right of way to the ILLINOIS TOLLWAY and any future relocation caused by any PARTY would result in that PARTY reimbursing the utility company. At all locations where any PARTY's utilities are located on ILLINOIS TOLLWAY rights of way or on other PARTY's rights of way and must be adjusted due to work proposed by the PARTY, the PARTY in question agrees to obtain from the ILLINOIS TOLLWAY and/or another PARTY, an approved permit for the facility, and to abide by all conditions set forth therein. The PARTY agrees to reimburse the ILLINOIS TOLLWAY for any and all utility relocation costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. The ILLINOIS TOLLWAY will cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT, at no cost to the PARTIES.
- H. The 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 any of the PARTIES shall be submitted to that PARTY for approval prior to commencing such work. The PARTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the PARTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the PARTY within thirty (30) calendar days after delivery to the PARTY of the proposed deviation, or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the PARTIES, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar day's written notice to the PARTIES prior to commencement of work on the PROJECT.
- D. The PARTIES and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects their system. The PARTIES may assign personnel to perform inspections on behalf 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. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the respective PARTY, and the PARTIES shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If the 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 the PARTY. At the request of the respective PARTY, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the PARTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within 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 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.

- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, 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.
- H. The contractor(s) use of VILLAGE water will follow VILLAGE hydrant metering procedures, and that water will be supplied at normal supply cost.
- I. As-built drawings of utility relocations performed by the ILLINOIS TOLLWAY for the VILLAGE and/or the CITY shall be provided to the VILLAGE and/or the CITY, in both paper format and electronically, within sixty (60) calendar days after completion of the work.

## **V. FINANCIAL**

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the PARTIES 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 construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the COUNTY, for the COUNTY's IMPROVEMENTS are \$145,276.00 for construction costs, \$7,264.00 (5% of construction costs) for preliminary and design engineering, and \$14,528.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$167,068.00, as further detailed below:
  - 1. Cost differential for black painted monotubes at the toll plaza- \$95,680.00.

2. LED illuminated signage - \$49,596.00.
- D. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the requested COUNTY's IMPROVEMENTS described in the Recital section of this AGREEMENT and as detailed above. All payments and credits shall be based upon actual final costs.
- E. The COUNTY, as referenced in Section II.C., shall convey Parcel EO-1B-12-011 as shown on Exhibit A to the ILLINOIS TOLLWAY as an offset to the cost of the COUNTY's IMPROVEMENTS. The approved appraised market value of this parcel is \$445,700.00.
- F. Since the cost of the COUNTY's IMPROVEMENTS are less than the value of Parcel EO-1B-12-011, the ILLINOIS TOLLWAY shall be responsible for the costs associated with the cost differential of the black monotubes and the LED signage referenced in this AGREEMENT. The COUNTY's remaining balance of \$278,632.00 shall be carried over as a credit and applied to other EOWA project agreements involving the COUNTY.
- G. It is mutually agreed by the PARTIES hereto that the estimated cost to the CITY, for the CITY's IMPROVEMENTS are \$246,400.00 for construction costs, \$12,321.00 (5% of construction costs) for preliminary and design engineering and \$24,641.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$283,362.00, as further detailed below:
1. Stamped concrete along Mittel Drive in the median, the surfaces between the curb and gutter, and the abutment faces under the Illinois Route 390 bridges over Mittel Drive - \$217,845.00.
  2. Cost differential for black access control fencing along westbound Illinois Route 390 from Prospect Avenue to Lively Boulevard and along the south side of Illinois Route 390 from Salt Creek to west of Mittel Drive - \$28,555.00.
- H. The CITY has conveyed land in separate documents to the ILLINOIS TOLLWAY required for the Illinois Route 390 construction. These parcels were described in separate agreements entered into by the CITY and the ILLINOIS TOLLWAY for ILLINOIS TOLLWAY Contracts I-13-4630, I-13-4631, and I-14-4640. The CITY and the ILLINOIS TOLLWAY also entered into a separate agreement for Contract I-14-4644 which did not convey land, as this AGREEMENT does not. In all of these agreements the CITY has requested certain enhancements and utility relocations (CITY IMPROVEMENTS) and the ILLINOIS TOLLWAY has paid for the CITY IMPROVEMENTS crediting the CITY's conveyed parcels.

The land conveyance and estimated CITY IMPROVEMENT costs are as follows:

	<u>Land Conveyance</u>	<u>CITY IMPROVEMENTS</u>
Contract I-13-4630	\$1,090,000.00	\$ 164,573.05
Contract I-13-4631	\$ 107,000.00	\$ 9,838.11
Contract I-14-4640	\$ 345,000.00	\$ 666,061.40
Contract I-14-4644	N/A	\$ 403,279.07
Contract I-14-4642	N/A	\$ 283,362.00
 Total	 \$1,542,000.00	 \$1,527,113.63

- A. The estimated CITY IMPROVEMENT costs are further detailed in the aforementioned agreements. The combined CITY IMPROVEMENTS financial responsibility is estimated at less of the cost of the land conveyance; therefore the CITY's IMPROVEMENTS shall be paid for by the ILLINOIS TOLLWAY. The remaining balance of \$14,886.37 shall be carried over and applied to the CITY's cost responsibility in future EOWA project agreements involving the CITY. The CITY will then contribute any remaining balance owed to the CITY by the ILLINOIS TOLLWAY as an in-kind contribution towards the EOWA project cost after construction of EOWA improvements are complete and the cost differential between the land conveyance and CITY requested enhancements (CITY IMPROVEMENTS) is finalized. The exact amount shall be based upon actual final costs of the CITY IMPROVEMENTS.
- I. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE, for the VILLAGE's IMPROVEMENTS are \$5,000.00 for construction costs, \$250.00 (5% of construction costs) for preliminary and design engineering and \$500.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$5,750.00, as further detailed below:
1. Special form liner signage on the north parapet of the westbound Illinois Route 390 Bridge at Prospect Avenue and on the south parapet of the eastbound Illinois Route 390 Bridge at Prospect Avenue - \$5,000.00.
- J. 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 May 1, 2016, 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 May 1, 2016, based on final costs.
- K. It is mutually agreed by the PARTIES hereto that the estimated cost to the DISTRICT, for the DISTRICT's IMPROVEMENTS are \$10,631.00 for construction costs, \$532.00 (5% of construction costs) for preliminary and design

engineering and \$1,064.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$12,227.00, as further detailed below:

1. Extended driveway apron at one of its recreational facilities - \$10,631.00.
- L. The DISTRICT, in separate documents has conveyed, or shall convey Parcel EO-1B-12-099 as shown on Exhibit A and referenced in Section II.D., to the ILLINOIS TOLLWAY. The approved appraised market value is \$54,000.00 to be used to offset the cost of the DISTRICT's IMPROVEMENTS. The ILLINOIS TOLLWAY shall deduct the cost of the DISTRICT's IMPROVEMENTS and pay to the DISTRICT in a lump sum the difference between the approved appraised market value of the acquired parcel and the DISTRICT's IMPROVEMENTS upon the execution of the proper conveyance documents. The estimated reimbursement to the DISTRICT is \$41,773.00.
- M. It is further agreed that notwithstanding the estimated cost, the PARTIES shall be responsible for the actual costs associated with their requested IMPROVEMENTS described in the Recital section of this AGREEMENT.
- N. 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.
- O. 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 engineer's 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.
- P. The CITY shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements. CITY's IMPROVEMENTS, which would have been CITY responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineer's estimate or subject to CITY budgetary constraints. The CITY shall be responsible for costs incurred for those items that would have been CITY 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, the CITY, the VILLAGE and the DISTRICT.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY, the CITY and 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 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 B” 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 two (2) compensatory storage ponds north of the North Frontage Road and west of Salt Creek, the detention basin north of the North Frontage Road and west of Salt Creek, the detention basin south of Illinois Route 390 and west of Wood Dale Road, the detention basin south of Illinois Route 390 and east of Wood Dale Road, the closed separate drainage system along the mainline Illinois Route 390, the Illinois Route 390 ramp lighting, and the Wood Dale Road Bridge underpass lighting.
- C. The COUNTY agrees to maintain, or cause to maintain, the south and north frontage roads between Arlington Heights Road and Prospect Avenue, the Texas U-turn at Prospect Avenue, Prospect Avenue, the north frontage road from Mittel Boulevard to Lively Boulevard, including the on-street bike path between Mittel Boulevard and Wood Dale Road and a small section of off-street path just west of Wood Dale Road, Wood Dale Road, the existing bridge that carries north frontage road (currently Thorndale Avenue) over Salt Creek, the culvert across Prospect Avenue south of the south frontage road, the closed separate drainage system along the north frontage road within the existing Thorndale Avenue right of way and for the north frontage road drainage system, Prospect Avenue, and Wood Dale Road, the traffic signals at Prospect Avenue and the south frontage/ramp intersection, at Prospect Avenue and the north frontage road/ramp intersection, at Wood Dale Road and the north frontage road intersection, and at Wood Dale Road and the south frontage road intersection, including the combination lighting and emergency vehicle pre-emption systems at each intersection. The COUNTY shall also maintain the LED illuminated signage on the black painted traffic signals installed by the PROJECT at the intersections of Prospect Avenue and the south and north frontage roads, and Wood Dale Road and the north and south frontage roads, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety.
- D. The CITY agrees to maintain, or cause to maintain, the North Frontage Road from 699 West Thorndale Avenue to 1475 East Thorndale Avenue and from the Salt Creek Bridge to Mittel Drive, Mittel Drive south of Thorndale Avenue and Mittel Boulevard north of Thorndale Avenue; the closed separate drainage system along the CITY owned roadways; the 10’ bike lane along the north frontage road from 699 West Thorndale Avenue to 1475 East Thorndale Avenue and from the Salt Creek Bridge to Mittel Drive including pedestrian ramps at the southwest, northwest, and northeast quadrants of the Mittel Drive and north frontage road intersection and at the northwest, northeast, southwest and southeast quadrants of the Wood Dale Road and north frontage road intersection; the water main along the west side of Wood Dale Road north of Illinois Route 390 to be located on

COUNTY property; the stamped colored concrete (median surface and the surfaces between the curb and gutter and the abutment faces under the Mittel bridges; or any work the ILLINOIS TOLLWAY is including in the PROJECT for the CITY at their request, in its entirety. In addition, the CITY will be responsible for the cost differential that are incurred by the ILLINOIS TOLLWAY, subject to CITY review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. Galvanized steel without coating) for the fencing located along westbound Illinois Route 390 from Prospect Avenue to Lively Boulevard and along the south side of Illinois Route 390 from Salt Creek to west of Mittel Drive.

- E. The VILLAGE agrees to maintain, or cause to maintain, Arlington Heights Road, the north frontage road from 1475 East Thorndale Avenue to the Salt Creek Bridge, the closed separate drainage system along the VILLAGE owned portion of the north frontage road, the 10' bike lane along the north frontage road from 1475 East Thorndale Avenue to the Salt Creek Bridge, the 5' sidewalk along the west side of Prospect Avenue from Granville Avenue to the south frontage road and Illinois Route 390 ramp intersection, the 6' sidewalk crossing Prospect Avenue within the raised concrete median, the sidewalk located at the southeast and northeast quadrants of the intersection of Prospect Avenue and the east bound Illinois Route 390 entrance ramp, the sidewalk located at northeast and southeast quadrants of the intersection of Prospect Avenue and the westbound Illinois Route 390 exit ramp, the sidewalk along the east side of Prospect Avenue between the north frontage road and north of the westbound Illinois Route 390 exit ramp to Prospect Avenue; the water main along the east side of Prospect Avenue under the Illinois Route 390 bridges, the water main crossing Prospect Avenue north of Illinois Route 390, the sanitary sewer crossing Prospect Avenue south of Illinois Route 390, the sanitary sewer along the east side of Prospect Avenue under Illinois Route 390, the sanitary sewer crossing Prospect Avenue north of Illinois Route 390, all to be located on COUNTY property; or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety. In addition the VILLAGE will be responsible for the cost differential that the ILLINOIS TOLLWAY incurs for maintaining the parapet messaging ("Village of Itasca") on the north and south parapets of the Illinois Route 390 bridges over Prospect Avenue, subject to VILLAGE review and approval prior to expenditure.
- F. The DISTRICT agrees to retain ownership, maintain, or cause to maintain, the extension of the driveway apron at one of its recreational facilities (TopGolf USA, 699 W. Thorndale Avenue) at the terminus of the North Frontage Road east of Prospect Avenue, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the DISTRICT at their request, in its entirety.

- G. 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 1	Eastbound Illinois Route 390 over Prospect Avenue
Type 1	Westbound Illinois Route 390 over Prospect Avenue

1. Type 1 - ILLINOIS TOLLWAY Right of Way over a Local Road
  - a. The COUNTY has all maintenance responsibility as to the following:
  - b. All COUNTY 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;
  - c. All drainage facilities on COUNTY right of way which drain COUNTY highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on COUNTY property for the purpose of carrying exclusively Toll Highway drainage;
  - d. All COUNTY traffic signals;
  - e. 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 COUNTY, 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.

- H. 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).

- I. In the event that any 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 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 other PARTIES pursuant to this AGREEMENT and in accordance with the approved permit(s).
- J. Signalization and pavement markings at the interchange, if any, will be under the control of the COUNTY. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed. The COUNTY 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 operations to give exit ramps priority.

#### **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. All PARTIES agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of any other PARTY.
- 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 as Exhibits A and B are a map indicating the Land Acquisition Parcels and a map of the interchanges and other intersections included within the PROJECT as well as an 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.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the County of DuPage (COUNTY), the City of Wood Dale (CITY), the Village of Itasca (VILLAGE), the Wood Dale Park District (DISTRICT) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by any of the PARTIES or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than thirty (30) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- F. In the event of a dispute between 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, the Director of Public Works of the CITY, the Village Engineer of the VILLAGE and the Executive Director of the DISTRICT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the COUNTY's IMPROVEMENTS, or a dispute concerning the plans and specifications for the COUNTY's IMPROVEMENTS, the Chief Engineer of the

ILLINOIS TOLLWAY and the Director of Transportation/County Engineer of the COUNTY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the COUNTY's IMPROVEMENTS, the decision of the Director of Transportation/County Engineer of the COUNTY shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.

- H. In the event of a dispute between the CITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the CITY's IMPROVEMENTS and/or water main relocation, or a dispute concerning the plans and specifications for the CITY's IMPROVEMENTS and/or water main relocation, the Chief Engineer of the ILLINOIS TOLLWAY and the Director of Public Works of the CITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the CITY's IMPROVEMENTS and/or water main relocation, the decision of the Director of Public Works of the CITY 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 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 IMPROVEMENTS and/or water main and sanitary sewer relocation, or a dispute concerning the plans and specifications for the VILLAGE's IMPROVEMENTS and/or water main and sanitary sewer relocation, the Chief Engineer of the ILLINOIS TOLLWAY and the Village Engineer of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's IMPROVEMENTS and/or water main and sanitary sewer relocation, the decision of the Village Engineer of the VILLAGE 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.
- J. In the event of a dispute between the DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the DISTRICT's IMPROVEMENTS, or a dispute concerning the plans and specifications for the DISTRICT's IMPROVEMENTS, the Chief Engineer of the ILLINOIS TOLLWAY and the Executive Director of the DISTRICT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the DISTRICT's IMPROVEMENTS, the decision of the Executive Director of the DISTRICT 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.
- K. 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.

- L. 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.
- M. 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.
- N. 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 Du Page County Division of Transportation, Jack T. Knuepfer Administration Building, 421 North County Farm Road, Wheaton, Illinois 60187.
- O. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6008457 and it is doing business as a governmental entity, whose mailing address is The City of Wood Dale, 404 North Wood Dale Road, Wood Dale, Illinois 60191.
- P. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005935 and it is doing business as a governmental entity, whose mailing address is The Village of Itasca, 550 W. Irving Park Road, Itasca, Illinois 60143.
- Q. Under penalties of perjury, the DISTRICT certifies that its correct Federal Tax Identification number is 36-2681504 and it is doing business as a governmental entity, whose mailing address is The Wood Dale Park District, 111 Foster Avenue, Wood Dale, Illinois 60191.
- R. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- S. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- T. 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.
- U. 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.



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

**THE WOOD DALE PARK DISTRICT**

By: \_\_\_\_\_  
Dorothy Lange,  
President

Attest: \_\_\_\_\_  
Denise Sbertoli  
Secretary

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

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

**THE VILLAGE OF ITASCA**

By: \_\_\_\_\_  
Jeff Pruyn,  
Mayor

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

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

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

**THE CITY OF WOOD DALE**

By: \_\_\_\_\_  
Nunzio Pulice,  
Mayor

Attest: \_\_\_\_\_  
Shirley J. Siebert,  
City Clerk

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

**THE 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 B. Schafer, Assistant Attorney General, State of Illinois

IGA\_4642-Arlington\_Lively\_Prospect

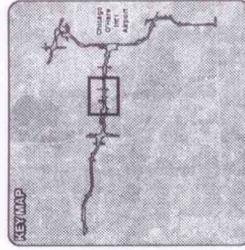
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# Elgin O'Hare Western Access

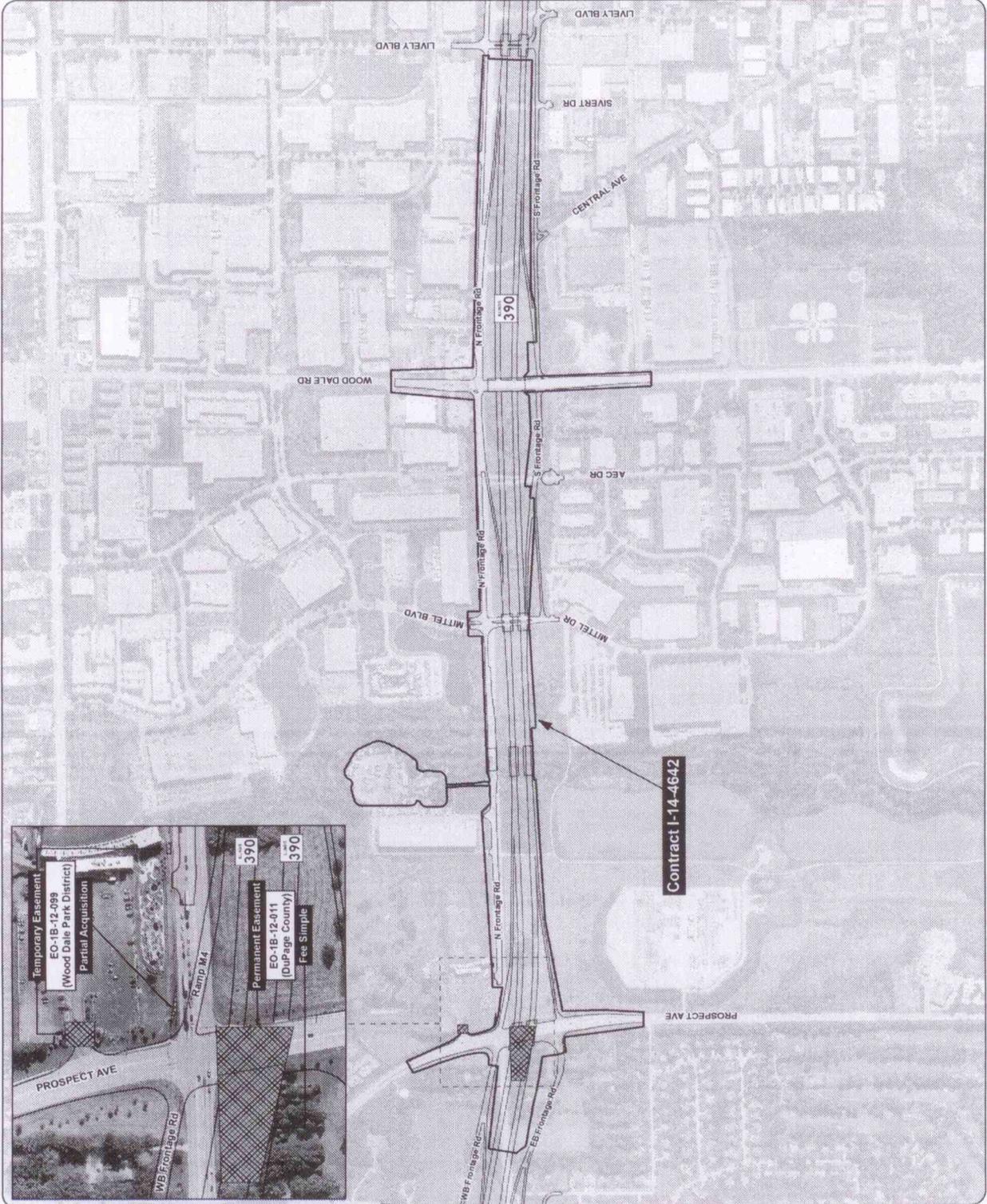
**LEGEND**

- Project Improvements
- Contract I-14-4642
- DuPage County and Wood Dale Park District Parcels



## Exhibit A

Elgin O'Hare Western Access  
DuPage County and Wood Dale  
Park District Owned Parcels for  
Contract I-14-4642





RESOLUTION NO. 21135

**Background**

This is an Intergovernmental Agreement with the County of Cook (“County”) and the Village of Schaumburg (“Village”). The agreement outlines the parties’ project and financial responsibilities. The underlying project consists of intersection improvements at Central and Roselle Roads, construction of a new I-90 Tollway westbound on-ramp, completion of the full interchange at Roselle Road, open-channel construction for Salt Creek, land bridge construction, right of way and associated improvements. Cook County will be responsible for the construction and the Tollway will be responsible for the engineering of the project, subject to reimbursement by the parties.

The total estimated cost of the project is \$21,865,731. The County is responsible for 50%, the Tollway for 40%, and the Village for 10% of the final project costs. The Tollway’s financial obligation will likely be entirely satisfied by a credit owed it by the County.

**Resolution**

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement with the County of Cook and the Village of Schaumburg in substantially the form of the Intergovernmental Agreement attached to this Resolution, and the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.

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



# INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK  
THE ILLINOIS TOLLWAY  
VILLAGE OF SCHAUMBURG

CENTRAL ROAD  
Ela Road to Roselle Road  
Section: 16-A6110-00-RP

**This Intergovernmental Agreement** (the "Agreement") is made and entered into by and between the County of Cook, a body politic and corporate of the State of Illinois (the "County"); the Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois (the "Tollway"); and the Village of Schaumburg (the "Village") a municipal corporation of the State of Illinois. The County, the Tollway and the Village are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

## RECITALS

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*), authorizes and encourages intergovernmental cooperation; and

**WHEREAS**, the County and the Village are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into this intergovernmental agreement; and

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

**WHEREAS**, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, the County, the Tollway and the Village wish to make improvements to Central Road from east of Ela Road to Roselle Road to provide for a full interchange for the I-90 expressway at Roselle Road; and

**WHEREAS**, the improvement is characterized as intersection improvements at Central Road and Roselle Road, construction of a new I-90 Tollway westbound on-ramp completing the full interchange at Roselle Road, open-channel construction for Salt Creek, land bridge construction, pavement reconstruction and rehabilitation, culvert construction, drainage improvements, utility relocation, multi-use shared path reconstruction, street lighting, traffic signal improvements, acquisition of temporary easements and right-of-way and other attendant highway appurtenances (hereinafter called "Project") and said Project is herein designated as County Section: 16-A6110-00-RP; and

**WHEREAS**, the County is willing to be the lead agent for construction of the Project; and

**WHEREAS**, the Tollway is willing to be the lead agent for design engineering, construction engineering, and right of way acquisition of the Project; and

**WHEREAS**, the County, the Tollway and the Village by this instrument, desire to memorialize their respective obligations and responsibilities toward engineering, right-of-way acquisition, construction, and funding of the Project as proposed as well as future maintenance responsibilities of the completed Project; and

**WHEREAS**, the Village, the County and the Tollway have fully executed a Memorandum of Understanding (MOU) dated August 28, 2013 as the basis for interagency cooperation in the construction of a full access interchange at I-90 and Roselle Road; and

**NOW THEREFORE**, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

### **SECTION 1. INCORPORATION OF RECITALS**

The above recitals are incorporated into this Agreement as if fully set forth herein.

### **SECTION 2. TERM AND TERMINATION**

This Agreement between the County, the Tollway and the Village shall not become effective unless authorized and executed by the Cook County Board of Commissioners, the Tollway Executive Director and the Village of Schaumburg Village President. This Agreement is a legal, valid and binding agreement, enforceable against the Village and the Tollway, and, once duly authorized and executed by the Cook County Board of Commissioners, against the County, in accordance with its terms. This Agreement shall terminate upon completion of the Project. Notwithstanding the foregoing, the Parties hereto agree that the provisions of Sections 4.9 Post-Project Maintenance, 5.4 Post-Project Maintenance, 6.2 Post-Project Maintenance, 5.5 Payment to the County and 6.3 Payment to the County herein shall survive termination of this Agreement, unless expressly terminated by the Parties.

### **SECTION 3. PROJECT FUNDS**

- 3.1 County's Share of the Project. The County shall finance the entire cost of construction for the Project subject to reimbursement as herein stipulated. The County's share of expenses for the Project shall be equal to the actual cost of the Project less the Tollway and Village (Local Participation) shares of funds allocated to said components. A project funding table setting forth the funding contributions is attached hereto as **Exhibit A** per Section 3.5 below.
- 3.2 Tollway's Share of the Project. The Tollway shall finance the entire cost of design and construction engineering for the Project subject to reimbursement as herein stipulated. The Tollway's share of expenses for the Project shall be equal to the actual cost of the Project less the County and Village (Local Participation) shares of funds allocated to said components. The Tollway's total cost for the Project is estimated as Forty Percent (40%) of the total cost of Project, (\$ ).
- 3.3 Village's Share of the Project. The Village's share of expenses for the Project shall be equal to the actual cost of the Project solely related to the construction of the westbound on-ramp and associated work along Central Road to complete Roselle Road interchange and shall not include any actual costs related to Central Road land bridge construction. The Village's total cost for the Project is estimated as Ten Percent (10%) of the total cost of the Project, (\$ ).
- 3.4 Computation of Costs: It is mutually agreed by the Parties hereto that preliminary and design engineering costs shall be computed as 5% of the estimated construction costs and that

construction engineering shall be computed as 10% of construction costs.

- 3.5 Cost Estimates. A Funding Breakdown for the Project is incorporated and attached hereto as Exhibit A. The Funding Breakdown is only an estimate and does not limit the financial obligations of the Parties as described in 3.1 through 3.3 above. A cost sharing aerial plan accompanying Exhibit A is incorporated and attached hereto as Exhibit B.
- 3.6 Cancellation or Reconsideration. Any PARTY can cancel or request reconsideration of this AGREEMENT if prior to the award of the construction contract it is estimated that the total cost of the PROJECT will exceed the Engineer's estimate by more than 10% or a construction contract has not been awarded within five (5) years of the effective date of this AGREEMENT. Any PROJECT costs incurred by any and all PARTIES prior to the cancellation or reconsideration of this AGREEMENT shall be shared pursuant to the allocation of PROJECT costs set forth in PROJECT FUNDS SECTION.

#### **SECTION 4. COUNTY'S RESPONSIBILITIES**

- 4.1 Construction. The County shall advertise and obtain concurrence from the Tollway and the Village as to the amount of bids before award (for work to be funded wholly or partially by the Tollway and Village), let, award, and cause the Project to be built in accordance with the approved plans, specifications and construction contract.
- 4.1.1 After award of the construction contract, any proposed deviations from the approved plans and specifications that affect the Tollway and/or Village shall be submitted to the Tollway and Village for approval prior to commencing such work. The Tollway and 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 Tollway and Village shall detail in writing its specific objections. If the County receives no written response from the Tollway or Village within fifteen (15) calendar days after delivery to the Tollway and Village of the proposed deviation, the proposed deviation shall be deemed approved by the Tollway or Village.
- 4.1.2 Subsequent to the award of the construction contract, and before any work is started on the Project, a pre-construction conference shall be held between the Illinois Tollway, the County, the interested contractor(s), the Village of Schaumburg, the Village of Hoffman Estates, and the affected utility agencies, at a time and place as designated by the County's representative, for the purpose of coordinating the work to be performed by the several contingents, and at which time a schedule of operations will be adopted.
- 4.1.3 The County shall require all construction performed within the Village right-of-way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. The County shall require all construction performed within the Tollway right-of-way to comply with the current Illinois Tollway Supplemental Specifications for construction, issued April 2016, as amended.
- 4.2 County as Lead Agent; Appropriation of Funds. The County shall finance the construction and act as Lead Agent for the Project.
- 4.3 Finance and Expenditures. The County shall provide annual finance updates for the Project to the Illinois Tollway and Village for the duration of the Project. The County shall provide expenditures to date (as of September 30 of each year) for funding sources and a forecast of

annual expenditures for the remainder of the Project for each funding source on or before October 30 of each year.

- 4.4 Coordination with the Tollway and the Village. The County shall allow the Tollway and the Village to observe all construction of infrastructure installed as part of the Project, address concerns expressed by the Tollway and the Village regarding said construction, and allow the Tollway and the Village to participate in the Final Inspection of the Project.
- 4.5 Notification of Final Inspection. The County shall provide the Tollway and the Village fourteen (14) days' advance notice of the Final Inspection of all work constructed as part of the Project.
- 4.6 Post-Project Maintenance.
- 4.9.1 The County shall own, operate and maintain Central Road from Ela Road to Roselle Road upon completion of the Project.
- 4.9.2 The County shall own, operate and maintain the traffic signal system along Central Road at Ramp A (see Exhibit Plan A and B), cause it to be maintained and energized, and be responsible for all settings and timings upon completion of the Project.
- 4.9.3 The County shall own, operate and maintain the street lights constructed as part of the project on combination traffic signal mast arms only.

## **SECTION 5. TOLLWAY'S OBLIGATIONS**

- 5.1 Design Plans and Specifications.
- 5.1.1 The Tollway shall prepare Project construction plans, specifications, estimates and contract documents for bidding purposes and obtain County approval of final plans, specifications, estimates and contract documents.
- 5.1.2 The Tollway shall supply the County with final design plans, specifications and contract documents for bidding purposes. Said information shall be provided to the County no later than sixty (60) days prior to the bid date as determined by the County.
- 5.1.3 Design Engineering costs shall be applied to the overall project cost estimate and the Tollway shall receive a credit as identified in Exhibit A.
- 5.2 Construction Engineering. The Tollway shall finance the construction engineering for the Project. Construction Engineering costs shall be applied to the overall project cost estimate and the Tollway shall receive a credit as identified in Exhibit A.
- 5.3 Right-of-Way. The Tollway shall be the lead agency for proposed right-of-way acquisition for the Project.
- 5.3.1 The Tollway shall perform all 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 approved construction plans and specifications.

- 5.3.2 The Tollway shall acquire all necessary right-of-way (both permanent and temporary) as needed for the construction of the Project pursuant to the approved construction plans and specifications.
  - 5.3.3 Right-of-way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right-of-way. Right-of-way cost responsibilities are delineated on a separate IGA for the Roselle Road Bridge project (section: 15-34117-01-RP).
  - 5.3.4 Upon parcel acquisition related to highways under County jurisdiction, the Tollway will perform a direct transfer of the parcel to the County. In lieu of a transfer, the Tollway shall record the parcel in the name of the County of Cook. All parcels shall be transferred or recorded prior to the Project Letting.
  - 5.3.5 The Tollway shall provide the County with official correspondence regarding the current right-of-way parcel acquisition process. The correspondence shall identify appraisers, relocation agents, negotiators, plats and legal descriptions involved in the process.
- 5.4 Final Inspection: The Tollway shall participate in the Final Inspection of the Project. In the event that said inspections disclose work that does not conform to the approved final plans and specifications, the Party's representative shall give immediate verbal notice to the County's representative of any deficiency and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the County Superintendent, Department of Transportation and Highways. Deficiencies thus identified shall be subject to joint re-inspection upon completion of corrective work. The Party shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the County that the deficiencies have been remedied.
- 5.5 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the County, the Tollway and the Village, the Tollway shall:
- 5.5.1 Own, operate and maintain Tollway plaza, Ramp A and Concrete Box Culvert 26A, all lighting installed on Tollway right-of-way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from Toll Highway, Tollway signs on Ramp A and on Central Road, and Ramp A to the point of connection with the County's through-traffic lanes.
  - 5.5.2 Own, operate and maintain the storm sewers, storm water detention basins and channel grading that are located within the Tollway right-of-way.
- 5.6 Payment to the County. It is mutually agreed that the Tollway is obligated to pay the County as described in Section 3, and that the Tollway's share of the cost for this improvement shall be applied as credit toward the estimated \$9,518,909.00 County share of the cost for Tollway improvements associated with project I-13-4166, as well as credit for design and construction engineering as shown in Exhibit A. Project Funds, shall be paid in three installments as follows:
- 5.6.1 The first installment in the amount of 50% of the Tollway's total estimated financial obligation to this PROJECT shall be invoiced as a credit by the County within ninety (90) days following the contract award.

- 5.6.2 The second installment in the amount of 40% of the Tollway's total estimated financial obligation to this PROJECT shall be invoiced as a credit by the County one (1) year following the contract award.
- 5.6.3 The third installment, the remaining balance of Tollway obligations based upon the actual quantities used and the contract unit prices as awarded shall be invoiced by the County subsequent to completion of the Project, and the Tollway and County shall reconcile the balance based upon final costs for the Project and the Tollway's I-13-4166 project. The final balance due from either party will be invoiced by either the Tollway or County within sixty (60) days after the reconciled balance is agreed upon by both parties.
- 5.6.4 Payments to the County shall be by check payable to the Treasurer of Cook County, for deposit into the County's Motor Fuel Tax Fund (600-585 Account). The check shall be delivered to the Superintendent, Cook County Department of Transportation and Highways.

## **SECTION 6. VILLAGE'S OBLIGATIONS**

- 6.1 Final Inspection. The Village shall participate in the Final Inspection of the Project. The Village shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the County. In the event that said inspections disclose work that does not conform to the approved final plans and specifications, the Party's representative shall give immediate verbal notice to the County's representative of any deficiency, and shall thereafter deliver within five (5) calendar days written list identifying such deficiencies to the County Superintendent, Department of Transportation and Highways. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The Party shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the County that the deficiencies have been remedied.
- 6.2 Post-Project Maintenance. Following acceptance of the Project after a Final Inspection conducted jointly with the Village, the Tollway and the County, the Village shall:
  - 6.2.1 Own, operate and maintain the existing repaired culverts at East and West Center Court, East and West Center Court up to Central Road edge of pavement as part of the Project.
  - 6.2.2 Own, operate and maintain the street lights constructed as part of the project, except lights on combination traffic signal mast arms, which will be maintained by the county.
  - 6.2.3 Maintain the sidewalk along Central Road.
- 6.3 Additional Maintenance Provision. The Village shall agree to defend, indemnify, and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to claims arising out of or incident to the construction, use, repair and/or maintenance of the sidewalk and/or the acts, errors or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the PARTIES, excluding any loss or damage caused by any negligence on the part of the COUNTY relating to the existing sidewalk
- 6.4 Payment to the County. The costs that the Village is obligated to pay to the County as described in Section 3. Project Funds, shall be paid in two installments as follows:

- 6.4.1 The first installment in the amount of 50% of the Village's financial obligation to this PROJECT shall be invoiced by the County within ninety (90) days following the contract award, and the Village shall pay the County within sixty (60) days after receipt of invoice from the County.
- 6.4.2 The second installment in the amount of 40% of the Village's financial obligation to this PROJECT shall be invoiced by the County one (1) year following the contract award, and the Village shall pay the County within sixty (60) days after receipt of invoice from the County.
- 6.4.3 The third installment, the remaining balance of Village obligations based upon the actual quantities used and the contract unit prices as awarded shall be invoiced by the County subsequent to completion of the Project, and the Village shall pay the County within sixty (60) days after receipt of invoice from the County.
- 6.4.4 Payments to the County shall be by check payable to the Treasurer of Cook County, for deposit into the County's Motor Fuel Tax Fund (600-585 Account). The check shall be delivered to the Superintendent, Cook County Department of Transportation and Highways.

## **SECTION 7. GENERAL PROVISIONS**

- 7.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the Village of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 7.2 Default. The Tollway or the Village shall be in default hereunder in the event of a material breach by the Tollway or the Village of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Tollway or the Village has failed to cure such breach within thirty (30) days after written notice of breach is given to Tollway or the Village by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the Tollway or the Village shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the Tollway or the Village, the County shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the Tollway and the Village.

The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the County has failed to cure such breach within thirty (30) days after written notice of breach is given to the County by the Tollway or the Village, setting forth the nature of such breach. Failure of Tollway or the Village to give written notice of breach to the County shall not be deemed to be a waiver of the Tollway's or the Village's right to assert such breach at a later time. Upon default by the County, the Tollway or the Village shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days notice to the County and the other Party.

- 7.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by all three Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 7.4 Binding Successors. The County, the Village and the Tollway agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 7.5 Force Majeure. Neither the County, the Village, nor the Tollway shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- 7.6 Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner such that it will not result in a delay of the Project timetable as determined by the Parties.
- 7.7 Permits. All Parties hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of the permits.
- 7.8 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier, mailed via certified mail, or electronic delivery.

TO THE COUNTY:

Mr. John Yonan, P.E.  
Superintendent  
Cook County Department of Transportation and Highways  
69 West Washington, Suite 2400  
Chicago, IL 60602

TO THE TOLLWAY:

Mr. Paul Kovacs, P.E.  
Chief Engineer  
The Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, IL 60515  
Attn: Chief Engineer

TO THE VILLAGE OF SCHAUMBURG:

Village of Schaumburg  
101 Schaumburg Court  
Schaumburg, IL 60193  
Attn: Village Manager

- 7.9 Authorized Agents. The Parties and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the Project that affects the Party's infrastructure and/or right-of-way. All Parties may assign personnel to perform inspections on behalf of the respective Party of all work included in the Project that that affects the Party's infrastructure and/or right-of-way, and will deliver written notices to the County Superintendent, Department of Transportation and Highways advising the County as to the identity of the individual(s) assigned to perform said inspections.
- 7.10 Entire Agreement. This Agreement constitutes the entire agreement between the County, the Village and the Tollway, merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

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.

- 7.11 Insurance. The County shall require that the Parties, their agents, officers and employees be included as additional insured parties in the General Liability Insurance that the County requires of its contractor(s) and that the Parties will be added as additional protected Party's on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

Intergovernmental Agreement  
Central Road - Ela Road to Roselle Road  
Section:

**IN WITNESS WHEREOF**, the County, the Village and the Tollway have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

\_\_\_\_\_  
Toni Preckwinkle  
President  
Board of County Commissioners

This \_\_\_\_ day of \_\_\_\_\_ A.D. 2016.

ATTEST: \_\_\_\_\_  
County Clerk

(SEAL)

-----  
RECOMMENDED BY:

\_\_\_\_\_  
Superintendent  
County of Cook  
Department of Transportation and Highways

APPROVED AS TO FORM:  
Anita Alvarez, State's Attorney

\_\_\_\_\_  
Assistant State's Attorney

Intergovernmental Agreement  
Central Road - Ela Road to Roselle Road  
Section:

EXECUTED BY THE ILLINOIS STATE  
TOLL HIGHWAY AUTHORITY

---

Greg Bedalov, Executive Director

This \_\_\_\_ day of \_\_\_\_\_ A.D. 2016.

Approved as to Form and Constitutionality:

---

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

Intergovernmental Agreement  
Central Road - Ela Road to Roselle Road  
Section:

EXECUTED BY VILLAGE OF SCHAUMBURG:

\_\_\_\_\_  
Al Larson  
Village President

This \_\_\_\_ day of \_\_\_\_\_ A.D. 2016.

ATTEST: \_\_\_\_\_  
Village Clerk

(SEAL)

# CENTRAL ROAD - ELA ROAD TO ROSELLE ROAD

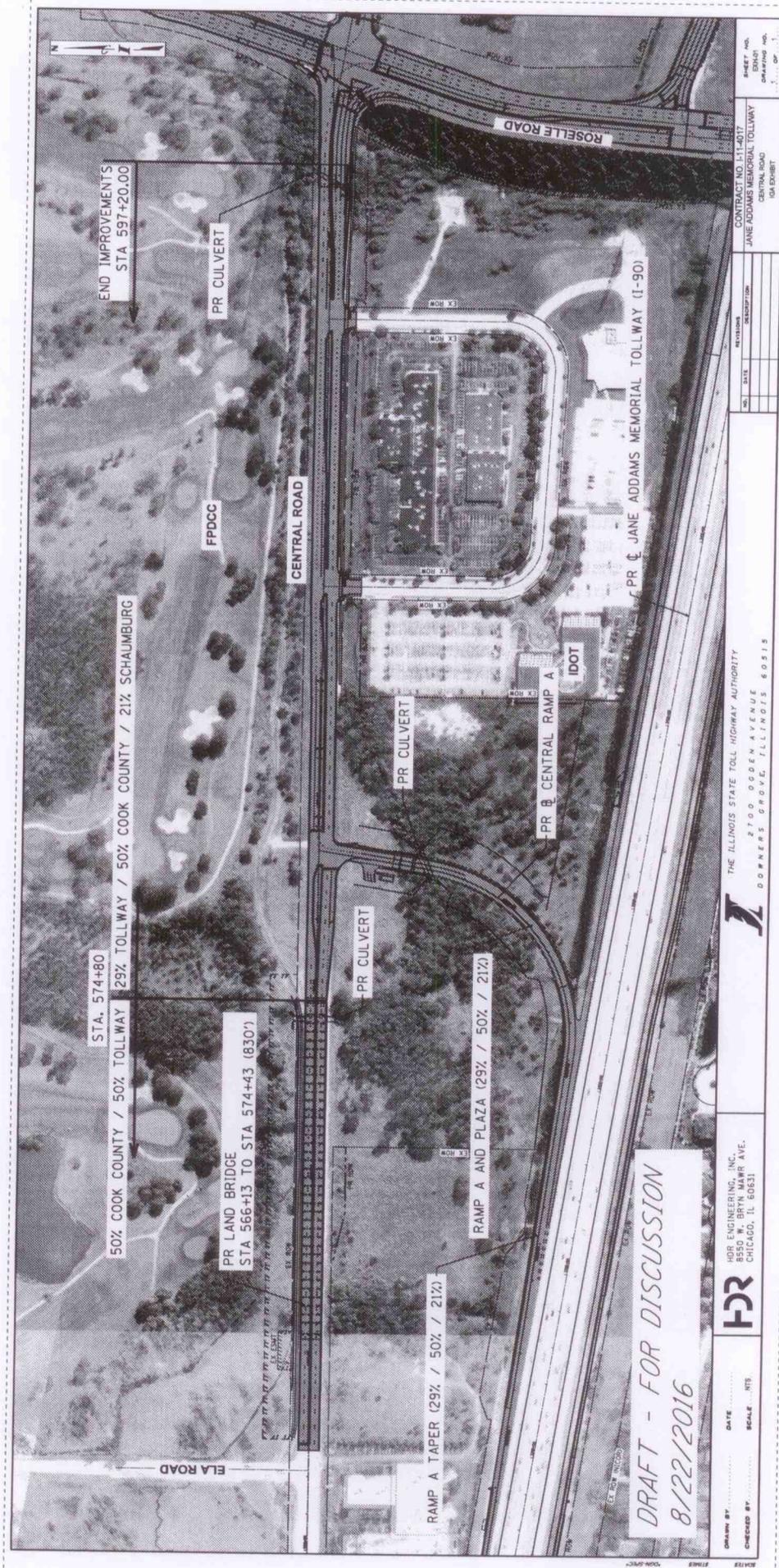
SECTION № 16-A6110-00-RP

Monday, August 22, 2016

## Project Funding Table

**DRAFT**  
For Discussion

DESCRIPTION	TOTAL COST	COUNTY RESPONSIBILITY	TOLLWAY RESPONSIBILITY	SCHAUMBURG RESPONSIBILITY
<b>CENTRAL RD WEST OF STA. 574+80</b>				
		<b>50%</b>	<b>50%</b>	<b>0%</b>
EARTHWORK	\$307,445	\$153,723	\$153,723	\$0
ROADWAY REMOVALS	\$308,337	\$154,169	\$154,169	\$0
ROADWAY	\$376,478	\$188,239	\$188,239	\$0
MOT	\$398,551	\$199,275	\$199,275	\$0
DRAINAGE	\$390,418	\$195,209	\$195,209	\$0
CONCRETE BOX CULVERT 20A	\$478,241	\$239,121	\$239,121	\$0
LAND BRIDGE	\$5,663,339	\$2,831,670	\$2,831,670	\$0
LANDSCAPING AND EROSION CONTROL	\$824,546	\$412,273	\$412,273	\$0
TRAFFIC SIGNALS	\$6,788	\$3,394	\$3,394	\$0
<b>SUBTOTAL</b>	<b>\$8,754,143</b>	<b>\$4,377,071</b>	<b>\$4,377,071</b>	<b>\$0</b>
<b>CENTRAL RD EAST OF STA. 574+80 AND CENTRAL/ROSELLE RAMP A</b>				
		<b>50%</b>	<b>29%</b>	<b>21%</b>
EARTHWORK	\$694,766	\$347,383	\$201,482	\$145,901
ROADWAY REMOVALS	\$375,338	\$187,669	\$108,848	\$78,821
ROADWAY	\$2,098,447	\$1,049,223	\$608,550	\$440,674
MOT	\$503,902	\$251,951	\$146,132	\$105,819
DRAINAGE	\$617,930	\$308,965	\$179,200	\$129,765
CONCRETE BOX CULVERT 24A	\$465,338	\$232,669	\$134,948	\$97,721
CENTER CT PIPE CULVERT REPAIR	\$56,876	\$28,438	\$16,494	\$11,944
CONCRETE BOX CULVERT 26A	\$403,134	\$201,567	\$116,909	\$84,658
LANDSCAPING AND EROSION CONTROL	\$654,550	\$327,275	\$189,819	\$137,455
TRAFFIC SIGNALS	\$251,459	\$125,729	\$72,923	\$52,806
LIGHTING	\$432,970	\$216,485	\$125,561	\$90,924
TOLL PLAZA	\$1,133,482	\$566,741	\$328,710	\$238,031
RAMP A TAPER (CONSTRUCTED IN OUTSIDE MAINLINE CONTRACT)	\$637,934	\$318,967	\$185,001	\$133,966
<b>SUBTOTAL</b>	<b>\$8,326,123</b>	<b>\$4,163,062</b>	<b>\$2,414,576</b>	<b>\$1,748,486</b>
<b>PROJECT SUBTOTAL</b>	<b>\$17,080,266</b>	<b>\$8,540,133</b>	<b>\$6,791,647</b>	<b>\$1,748,486</b>
<b>OTHER ITEMS</b>				
		<b>50%</b>	<b>40%</b>	<b>10%</b>
MOBILIZATION AND FIELD OFFICE	\$1,028,000	\$514,000	\$411,200	\$102,800
CONTINGENCY (5%)	\$905,413	\$452,707	\$360,142	\$92,564
<b>SUBTOTAL</b>	<b>\$19,013,679</b>	<b>\$9,506,840</b>	<b>\$7,562,990</b>	<b>\$1,943,850</b>
DESIGN COSTS (5%)	\$950,684	\$475,342	\$378,149	\$97,193
CONSTRUCTION MANAGEMENT COSTS (10%)	\$1,901,368	\$950,684	\$756,299	\$194,385
<b>TOTAL</b>	<b>\$21,865,731</b>	<b>\$10,932,866</b>	<b>\$8,697,438</b>	<b>\$2,235,428</b>



**DRAFT - FOR DISCUSSION**  
8/22/2016

<p><b>FOR ENGINEERING, INC.</b> 1100 N. LAKE ST. CHICAGO, IL 60611</p>	<p><b>THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY</b> 2700 GREEN AVENUE DOWNERS GROVE, ILLINOIS 60515</p>	<p>CONTRACT NO. 111-0017 JANE ADDAMS MEMORIAL TOLLWAY CENTRAL ROAD 10A EXHIBIT</p>	<p>SHEET NO. 1 DRAWING NO. 111-0017-10A DATE 8/22/16</p>						
<p>DATE: _____ SCALE: _____</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION				<p>DESIGNED BY: _____ CHECKED BY: _____</p>	<p>DATE: _____ SCALE: _____</p>
NO.	DATE	DESCRIPTION							

## RESOLUTION NO. 21136

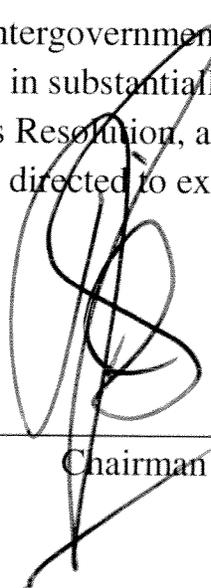
**Background**

This is an Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”). Pursuant to the terms of the agreement, IDOT grants the Tollway a non-exclusive, non-transferable license to use so-called HERE Proprietary Attribute Data. The data from HERE is used to support the Trip Calculator Function on the Illinois Virtual Tollway page, which is a service the Tollway provides to the motoring public at no charge. This agreement is without any cost to the Tollway.

**Resolution**

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement the Illinois Department of Transportation in substantially the form of the Intergovernmental Agreement attached to this Resolution, and the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.

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

  
Chairman



**Intergovernmental Agreement**

Governmental Body Name <b>Illinois State Toll Highway Authority</b>			
Address <b>2700 Ogden Avenue</b>			
City, State, Zip <b>Downers Grove, Illinois 60515</b>			
Remittance Address (if different from above)			
City, State, Zip <b>, Illinois</b>			
Telephone Number <b>630-241-6800</b>	Fax Number	FEIN/TIN <b>n/a</b>	
Brief Description of Service (full description specified in Part 5) Provide the GOVERNMENTAL BODY with a non-exclusive, non-transferable license to use HERE Proprietary Attribute Data ("HERE Data") and any related documentation (hereinafter "Files"), in retrievable form in connection with the administration of the GOVERNMENTAL BODY'S programs.			
Compensation Method (full details specified in Part 6) <b>Without fee or cost</b>	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: <b>Execution</b>
Total Compensation Amount <b>\$0</b>	Travel Amount <b>\$0</b>	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: <b>September 30, 2019</b>

**REQUIRED SIGNATURES**

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

**FOR THE GOVERNMENTAL BODY:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Type or Print Name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Representative

**FOR THE DEPARTMENT:**

\_\_\_\_\_  
Dan Wilcox, Bureau Chief,  
Bureau of Information Processing

\_\_\_\_\_  
William Barnes, Chief Counsel

(Approved as to form)

\_\_\_\_\_  
Jeff Heck, Director of the Office of Finance &  
Administration

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary of Transportation

\_\_\_\_\_  
Date



# Illinois Department of Transportation

## INTERGOVERNMENTAL AGREEMENT

### FOR

### SHARING HERE NORTH AMERICA, LLC PROPRIETARY DATA

This Agreement is by and between

**Illinois State Toll Highway Authority**

Please type or print legibly GOVERNMENTAL BODY'S legal name and address

**2700 Ogden Avenue**

**Downers Grove, Illinois**

**60515**

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the Department of Transportation, hereinafter called the Department for the purposes of sharing data provided by HERE North American, LLC, hereinafter called HERE.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services

### PART 1 SCOPE / COMPENSATION / TERM

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from **execution to September 30, 2019.**
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may be renewed upon written agreement by the parties.

**PART 2  
GENERAL PROVISIONS**

**A. Changes.** If any circumstance or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

**B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

**C. Non-Appropriation.** Not applicable to this Agreement.

**D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY'S work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

**E. Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to this Agreement.

**Subcontracting/Selection Procedures/Employment of Department Personnel.** Not applicable to this Agreement.

**PART 3  
FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement.]

**PART 4  
SPECIFIC PROVISIONS**

**A. Invoices.**

[Not applicable to this Agreement.]

**B. Billing and Payment.**

[Not applicable to this Agreement.]

**C. Termination.** See Part 5.

**D. Location of Service.**

[Not applicable to this Agreement.]

**E. Ownership of Documents/Title to Work.** See Part 5.

**F. Software.** See Part 5.

**G. Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

**H. Reporting/Consultation.**

[Not applicable to this Agreement]

**I. Travel Expenses.** No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

**J. Equal Employment Opportunities, Affirmative Action, Sexual Harassment.** The Governmental Body will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

**PART 5  
SCOPE OF SERVICE/RESPONSIBILITIES**

A. The Department will:

1. Provide the GOVERNMENTAL BODY with a non-exclusive, non-transferable license to use HERE Proprietary Attribute Data (“HERE Data”) and any related documentation (hereinafter “Files”), in retrievable form in connection with the administration of the GOVERNMENTAL BODY’S programs. The DEPARTMENT agrees to provide the GOVERNMENTAL BODY use of HERE Data without fee or cost.
2. Provide HERE Data to the GOVERNMENTAL BODY, secure FTP (File Transfer Protocol) server download, unless otherwise agreed.
3. Terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY, if it opts to terminate prior to the afore-mentioned termination date.
4. Remove from its systems any HERE Data username and password assigned to the GOVERNMENTAL BODY upon termination or expiration of this Agreement.

B. The GOVERNMENTAL BODY AGREES:

1. That it will use any and all HERE Data provided by the DEPARTMENT solely in the performance of its authorized and permitted use. The GOVERNMENTAL BODY further agrees that it will not provide or sell any HERE Data to any other person or entity without prior express written consent from the DEPARTMENT.
2. To make all requests for HERE Data by the appropriate GOVERNMENTAL BODY official, an email shall be sent to [gistranscoalition@dot.il.gov](mailto:gistranscoalition@dot.il.gov)
3. To install and operate the HERE Data on properly configured and compatible computer equipment using third-party systems and applications software supplied by the GOVERNMENTAL BODY.
4. To require any and all of its consultants, contractors and/or subcontractors who require access to the HERE Data products described in this Agreement to execute a written agreement in which the GOVERNMENTAL BODY’S consultants, contractors and/or subcontractors agree:
  - a) to be bound by the terms and conditions of this Agreement;
  - b) to refrain from using the HERE Data products for any purpose except those authorized by the GOVERNMENTAL BODY in relation to the performance of its official duties; and,

- c) to return to the GOVERNMENTAL BODY all copies of HERE Data products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with the GOVERNMENTAL BODY and/or the completion of its assigned tasks or duties.
5. That it shall refrain from providing or disclosing HERE Data to third parties without the prior express written consent of the DEPARTMENT, and further shall refrain from placing any HERE Data on the GOVERNMENTAL BODY'S website without the prior express written consent of the DEPARTMENT. This section is not intended to prohibit access to HERE Data by the GOVERNMENTAL BODY'S consultants, contractors and/or subcontractors as provided in herein. The GOVERNMENTAL BODY shall comply in all regards with the provisions of this Agreement applicable to the digital geographic data contained in the HERE Data. For the sake of clarity, it is understood that the HERE Data shall not be deemed to be "Confidential Information" for purposes of the confidentiality obligations of the parties but, as a commercial product of HERE, is subject to the license rights and restrictions contained herein.
  6. To the extent permitted under the Illinois Local Records Act, to return or destroy all HERE Data it has received from the DEPARTMENT. Upon expiration or termination of the license granted in this Agreement, the DEPARTMENT shall cease all use of the HERE Data but may retain a copy of the HERE Data for archival and/or recordkeeping purposes.
  7. That the HERE Data is protected by copyright.
  8. To use the HERE Data for the solely personal, non commercial purposes contained in this Agreement. GOVERNMENTAL BODY may develop non-commercial applications that display driving directions and maps (in the form of raster images or bitmaps) derived from the HERE Data to the public via the Internet. When using HERE data in web applications, the GOVERNMENTAL BODY shall:
    - i. Secure the HERE data from download. In the case of any web mapping applications including, ESRI (Environmental Systems Research Institute) ArcIMS or ESRI ArcGIS Server implementations, the lock down of map services is required so that data cannot be acquired.
    - ii. Result must contain all required copyright information. The map image (initial application splash screen) must contain © **2016 HERE All Rights Reserved**. The copyright year must reflect the year the data was published by HERE.
  9. That it may copy the HERE Data only as necessary for the specified use to (i) edit it, (ii) update it, and/or (iii) enhance the HERE Data for GOVERNMENTAL BODY applications. The GOVERNMENTAL BODY agrees not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of the HERE Data and will not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws. GOVERNMENTAL BODY will be permitted to provide bitmap images derived from data developed internally and tied to NAVSTREETS geometry to the public.
  10. That it may copy the HERE Data only as necessary for the specified use to (i) view it, and (ii) save it, provided that any copyright notices that appear are not removed and the Data is not modified in any way. The GOVERNMENTAL BODY agrees not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of the HERE Data, and will not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

11. To adhere to the HERE ZIP 4+ Centroids use restriction where the ZIP+4 Centroid product may only be used in combination with other data provided by HERE.
12. To not (a) use the HERE Data with any products systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation smart phones, tablet computers, cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.
13. That the HERE Data is provided "as is" and is used at GOVERNMENTAL BODY'S risk. Further, there are no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose usefulness, use or results to be obtained from the HERE Data, or that the Data or server will be uninterrupted or error-free.
14. That any warranties, express or implied, of quality, performance, merchantability, fitness for a particular purpose or non infringement regarding HERE Data are disclaimed.
15. That it knowingly, freely and voluntarily releases, remises and discharges the Department and HERE, their officers, agents, representatives, servants and employees in respect of any claim, demand or action, irrespective of the nature or cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the use or possession of the HERE Data for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special, or consequential damages arising out of use or inability to use HERE Data, any defect in the Data, or the breach of these terms and conditions, whether in an action in contract or in tort or based on a warranty, even if the GOVERNMENTAL BODY has been advised of the possibilities of such damages.
16. That it will not export from anywhere any HERE Data, except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.
17. That the terms and conditions protecting the HERE Data shall be governed by the laws of the State of Illinois without giving effect to (a) its conflict of laws provisions, or (b) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. The GOVERNMENTAL BODY agrees to submit to the laws of the Jurisdiction of the State of Illinois for any and all disputes, claims or actions arising from or in connection with the HERE Data provided.
18. That provisions regarding the return of HERE Data shall survive termination and/or expiration of this Agreement and apply to copies of HERE Data located or identified as in the possession of the GOVERNMENTAL BODY and/or its consultants, contractors or subcontractors after the date of termination and/or expiration.
19. That each copy of HERE Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following 'Notice of Use' and shall be treated in accordance with such Notice (\*\* please note the copyright year to appear in the Notice must reflect the year the data was published by HERE):

NOTICE OF USE

CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME: HERE North America, LLC  
CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS: 222 Merchandise Mart Plaza, Suite 900, Chicago, Illinois 60654

The HERE Data is a commercial item as defined in FAR 2.101.

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20. That it has taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of the GOVERNMENTAL BODY have legal authority to sign this Agreement and bind the GOVERNMENTAL BODY to the terms and conditions contained here.
21. That if any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.
22. That this Agreement may be executed in counter-parts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**PART 6**  
**COMPENSATION FOR SERVICES**

The DEPARTMENT and the GOVERNMENTAL BODY enter into this Agreement for the purpose of making HERE Data available to the Governmental Body without fee or cost, pursuant to the terms and conditions set forth herein.

RESOLUTION NO. 21137

**Background**

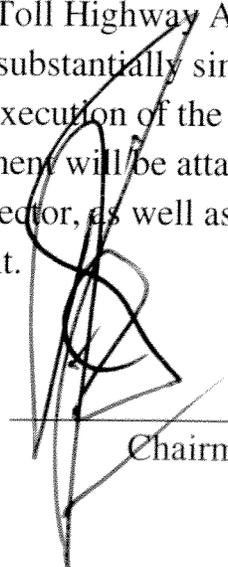
In connection with an Intergovernmental Agreement (“IGA”) between the City of Chicago (“City”) and the Illinois State Toll Highway Authority (the “Tollway”). To construct the Elgin O’Hare Western Access Project, the Tollway requires approximately 193 acres of O’Hare Airport property that borders the northwestern, western, and southwestern boundaries of the airport. It is anticipated that these properties will be transferred to the Tollway in either fee simple or permanent easement. The Tollway will also require approximately 329 acres of temporary construction easements.

The parties have each appraised the subject property and have reached a settlement as to a fair valuation of the City owned real estate. In addition, the City agrees to either shorten or decommission a runway in conflict with the road design, the parties have agreed on a soil management plan, and other rights and responsibilities associated with construction and post-construction issues.

**Resolution**

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement related to land acquisition between the Illinois State Toll Highway Authority and the City of Chicago per the terms and conditions in substantially similar form, discussed in Executive Session on today’s date. Upon execution of the Intergovernmental Agreement by the Tollway, a copy of said agreement will be attached to this Resolution. The Chairman or the Executive Director, as well as other authorized officials are authorized to execute said agreement.

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



RESOLUTION NO. 21138

**Background**

The Illinois State Toll Highway Authority (the “Tollway”) has negotiated a proposed settlement regarding a worker’s compensation claim with Sam Esposito as recommended by defense counsel Ganan & Shapiro. It is in the best interest of the Tollway to go forward with the settlement.

**Resolution**

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

Approved by:



\_\_\_\_\_

Chairman

## RESOLUTION NO. 21139

**Background**

This matter arises out of an action filed by the Tollway in Cook County, ISTHA v. Chicago Title Land Trust 112180-05, 2014 L 050723, to acquire 83,762 square feet of commercial property (partial fee taking) by eminent domain. The parcel is located near Roselle Road and I-90. The Tollway posted a total of \$1,027,500.00 in Preliminary Just Compensation ("PJC"). Subsequently, the property owner agreed to accept \$1,050,000 as Final Just Compensation. In addition to the amount previously posted as PJC, this settlement will require an additional payment by the Tollway in the amount of \$22,500.00.

**Resolution**

The proposed settlement in the amount of \$1,050,000 is determined to be fair and reasonable and the Land Acquisition Manager and General Counsel are authorized to prepare and execute any documents necessary to effectuate this settlement.

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

Chairman

