

## RESOLUTION NO. 20841

**Background**

Section 713, Subsection 2 of the Amended and Restated Trust Indenture of The Illinois State Toll Highway Authority (the “Tollway”) effective March 31, 1999 (“Indenture”), requires the Tollway at all times to fix, charge and collect such tolls for the use of the Tollway System as shall be required in order that in each Fiscal Year Net Revenues shall at least equal the Net Revenue Requirement for such Fiscal Year. All capitalized terms not defined herein are as defined in the Indenture.

Section 713, Subsection 3, of the Indenture requires that on or before October 31 of each Fiscal Year the Tollway shall cause the Traffic Engineers to make a written estimate of the revenues from tolls for the last four months of such Fiscal Year and for the next Fiscal Year and shall complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year were, and for the next succeeding Fiscal Year will be, sufficient to comply with Section 713, Subsection 2 of the Indenture, and that the Tollway shall, by resolution, make a determination with respect thereto. Such review shall take into consideration the anticipated completion date of any uncompleted Projects and the issuance of future Series of Bonds if necessary to finance the completion of such Projects.

The Tollway has caused the described estimates to be prepared and the review to be performed as required by the Indenture.

Further, Section 710, Subsection 3 of the Trust Indenture provides that the Tollway may at any time adopt an amended Annual Budget for the remainder of the then Fiscal Year.

10/22/15

6.1/1


RESOLUTION NO. 20841

**Resolution**

The Illinois State Toll Highway Authority hereby determines, in accordance with the Indenture, that the Tollway's Net Revenues for the current 2015 Fiscal Year and the upcoming 2016 Fiscal Year have been and will be sufficient to comply with the Net Revenue Requirement and other provisions of the Indenture.

The Chief of Finance is designated as an Authorized Officer for the purposes of preparing and filing such certificates and estimates as are required to be prepared and filed in accordance with Section 713, Subsection 3 of the Indenture.

Approved by:

  
Chairman

## RESOLUTION NO. 20842

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Toll Revenue Management and Maintenance Program Services as a Sole Source Contract No. 15-0133 from the current vendor, Electronic Transaction Consultants Corporation ("ETCC"). ETCC will continue to operate and maintain electronic tolling lane technology and critical back-office and toll collection systems while a lengthy and complex RFP process for lane technology and services continues, in addition to ongoing implementation of the new back-office system necessary for managing I-PASS accounts and revenue recovery. This contract will have an upper limit of compensation not to exceed \$25,000,000.00. The Tollway is authorized to procure these services pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires this form of procurement to be published at least two weeks prior to entering into a sole source contract. This item was previously presented for public hearing and, with no objections having been noted, it has been approved by the State Chief Procurement Officer for General Services.

**Resolution**

The sole source bid from Electronic Transaction Consultants Corporation for the continuing purchase of Toll Revenue Management and Maintenance Program Services is accepted. Contract No. 15-0133 is approved, subject to appropriate State procurement action, in an amount not to exceed \$25,000,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

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

Chairman

## RESOLUTION NO. 20843

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Oracle Software Licensing Support and Maintenance through the Central Management Services ("CMS") master contract with Mythics, Inc. (Tollway Contract No. 15-0118) for an upper limit of compensation not to exceed \$1,171,988.54. 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 for the purchase of Oracle Software Licensing Support and Maintenance from Mythics, Inc. (Tollway Contract No. 15-0118) is approved in an amount not to exceed \$1,171,988.54. 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. 20844

**Background**

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Legislative Liaison Services (Contract No. 11-0013) from Cullen, Inc. (d.b.a. Cullen and Associates). It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$40,000.00 for the purchase of additional Legislative Liaison Services.

**Resolution**

The renewal option and associated increase to the upper limit of compensation of Contract No. 11-0013 for the purchase of additional Legislative Liaison Services from Cullen, Inc. (d.b.a. Cullen and Associates) is approved in an amount not to exceed \$40,000.00 (increase from \$360,000.00 to \$400,000.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chairman

## RESOLUTION NO. 20845

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Liferay Licenses, Maintenance, and Support as a Sole Source Contract No. 15-0083 from Liferay, Inc. for an upper limit of compensation not to exceed \$158,125.00. The Tollway is authorized to procure these items pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires this form of procurement to be published at least two weeks prior to entering into a sole source contract. This item was previously presented for public hearing and, with no objections having been noted, it was approved by the State Chief Procurement Officer for General Services.

**Resolution**

The sole source bid from Liferay, Inc. for the purchase of Liferay Licenses, Maintenance, and Support is accepted. Contract No. 15-0083 is approved in an amount not to exceed \$158,125.00. 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. 20846

**Background**

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-15-4239 for Building Construction on the Veterans Memorial Tollway (I-355) at Milepost 21.96 (M-14 Storage Building). The lowest responsible bidder on Contract No. RR-15-4239 is Tri-State Enterprises, Inc. in the amount of \$2,192,786.00.

**Resolution**

Contract No. RR-15-4239 is awarded to Tri-State Enterprises, Inc. in the amount of \$2,192,786.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

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

Chairman

## RESOLUTION NO. 20847

**Background**

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-15-4237 for Inside Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 73.3 (Oakton Street) to Milepost 76.5 (Mannheim Road). The lowest responsible bidder on Contract No. I-15-4237 is Judlau Contracting, Inc. in the amount of \$58,722,801.93.

**Resolution**

Contract No. I-15-4237 is awarded to Judlau Contracting, Inc. in the amount of \$58,722,801.93, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

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

Chairman

## RESOLUTION NO. 20848

**Background**

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-15-4235 for Inside Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (I-290/IL 53) to Milepost 70.7 (Arlington Heights Road). The lowest responsible bidder on Contract No. I-15-4235 is F.H. Paschen, S.N. Nielsen & Assoc., LLC in the amount of \$39,338,028.32.

**Resolution**

Contract No. I-15-4235 is awarded to F. H. Paschen, S.N. Nielsen & Assoc., LLC in the amount of \$39,338,028.32, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

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

Chairman

## RESOLUTION NO. 20849

**Background**

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-15-4236 for Inside Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (Oakton Street). The lowest responsible bidder on Contract No. I-15-4236 is F.H. Paschen, S.N. Nielsen & Assoc., LLC in the amount of \$32,112,429.02.

**Resolution**

Contract No. I-15-4236 is awarded to F. H. Paschen, S.N. Nielsen & Assoc., LLC in the amount of \$32,112,429.02, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

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

Chairman

## RESOLUTION NO. 20850

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 19844 approved December 13, 2012 entered into an Agreement with Harry O. Hefter Associates, Inc. / AES Services, Inc., (JV) on Contract I-12-4050 for Construction Management Services for Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90), from Milepost 17.4 (I-39) to Milepost 56.1 (Illinois Route 25).

Per Tollway request, Harry O. Hefter Associates, Inc. / AES Services, Inc., (JV) has submitted a proposal to provide Supplemental Construction Management Services for Contract I-12-4050, increasing the contract upper limit by \$ 581,881.17 from \$ 13,672,404.41 to \$14,254,285.58. It is necessary and in the best interest of the Tollway to accept the proposal from Harry O. Hefter Associates, Inc. / AES Services, Inc. (JV).

**Resolution**

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Harry O. Hefter Associates, Inc. / AES Services, Inc., (JV) consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

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

Chairman

## RESOLUTION NO. 20851

**Background**

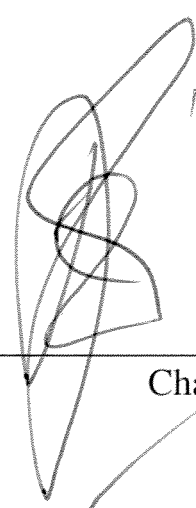
The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20540 approved on December 18, 2014, entered into an Agreement for Contract No. I-14-4207 with Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) for Outside Roadway Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 65.5 (Roselle Road) to Milepost 68.1 (I-290/IL 53). This Extra Work Order is to provide for schedule recovery to complete mainline pavement construction in 2015.

**Resolution**

The Extra Work Order in the amount of \$5,850,000.00 and the associated increase in the upper limit of compensation on Contract No. I-14-4207 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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

Chairman

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is composed of several overlapping loops and curves, with a long, sweeping tail that extends downwards and to the right.



## RESOLUTION NO. 20852

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20570 approved on January 29, 2015, entered into an Agreement for Contract No. I-14-4212 with F. H. Paschen, S.N. Nielsen & Assoc., LLC, for Eastbound Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 76.6 (Mannheim Road) to Milepost 78.9 (Kennedy Expressway). This Extra Work Order is to provide for schedule recovery to complete the Eastbound mainline pavement and the Southbound I-294 and Westbound I-90 ramps in 2015.

**Resolution**

The Extra Work Order in the amount of \$258,090.66 and the associated increase in the upper limit of compensation on Contract No. I-14-4212 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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

Chairman

## RESOLUTION NO. 20853

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20541 approved on December 18, 2014, entered into an Agreement for Contract No. I-14-4208 with Walsh Construction Company II LLC / K-Five Construction Corporation (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (I-290 / IL 53) to Milepost 70.7 (Arlington Heights Road). This Change Order/Extra Work Order is to provide for temporary pavement to maintain traffic at the IL 53 interchange on I-90.

**Resolution**

The Change Order/Extra Work Order in the amount of \$340,013.18 and the associated increase in the upper limit of compensation on Contract No. I-14-4208 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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

Chairman

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right, positioned over the signature line.

## RESOLUTION NO. 20854

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20541 approved on December 18, 2014, entered into an Agreement for Contract No. I-14-4208 with Walsh Construction Company II LLC / K-Five Construction Corporation (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (I-290 / IL 53) to Milepost 70.7 (Arlington Heights Road). This Change Order/Extra Work Order provides for fiber optic conduit work.

**Resolution**

The Change Order/Extra Work Order in the amount of \$338,982.35 and the associated increase in the upper limit of compensation on Contract No. I-14-4208 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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

Chairman

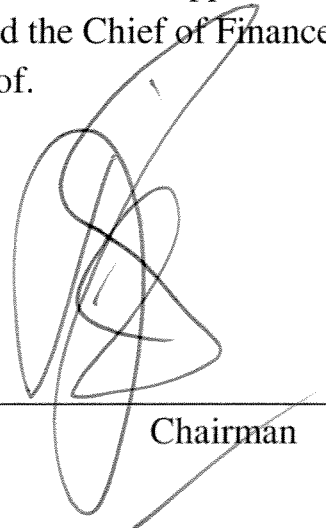
## RESOLUTION NO. 20855

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20542 approved on December 18, 2014, entered into an Agreement for Contract No. I-14-4209 with Walsh Construction Company II LLC / K-Five Construction Corporation (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (Oakton Street). This Change Order/Extra Work Order provides for fiber optic conduit work.

**Resolution**

The Change Order/Extra Work Order in the amount of \$496,015.40 and the associated increase in the upper limit of compensation on Contract No. I-14-4209 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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

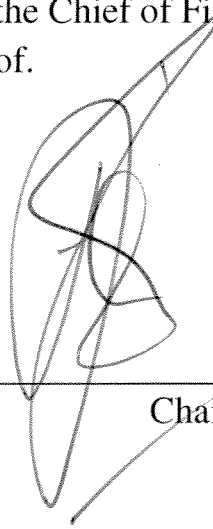
## RESOLUTION NO. 20856

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20541 approved on December 18, 2014, entered into an Agreement for Contract No. I-14-4208 with Walsh Construction Company II LLC / K-Five Construction Corporation (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (I-290 / IL 53) to Milepost 70.7 (Arlington Heights Road). This Extra Work Order provides for relocation of a watermain and sanitary sewer.

**Resolution**

The Extra Work Order in the amount of \$304,014.97 and the associated increase in the upper limit of compensation on Contract No. I-14-4208 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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

## RESOLUTION NO. 20857

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20540 approved on December 18, 2014, entered into an Agreement for Contract No. I-14-4207 with Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) for Outside Roadway Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 65.5 (Roselle Road) to Milepost 68.1 (I-290/IL 53). This Change Order/Extra Work Order provides for retaining wall revisions.

**Resolution**

The Change Order/Extra Work Order in the amount of \$242,819.82 and the associated increase in the upper limit of compensation on Contract No. I-14-4207 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by:



Chairman

## RESOLUTION NO. 20858

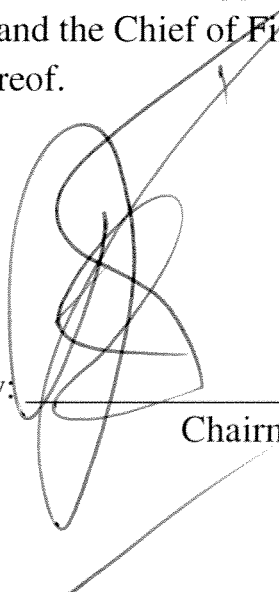
**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20542 approved on December 18, 2014, entered into an Agreement for Contract No. I-14-4209 with Walsh Construction Company II LLC / K-Five Construction Corporation (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (Oakton Street). This Change Order/Extra Work Order provides for retaining wall revisions.

**Resolution**

The Change Order/Extra Work Order in the amount of \$919,579.59 and the associated increase in the upper limit of compensation on Contract No. I-14-4209 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by:

  
Chairman

## RESOLUTION NO. 20859

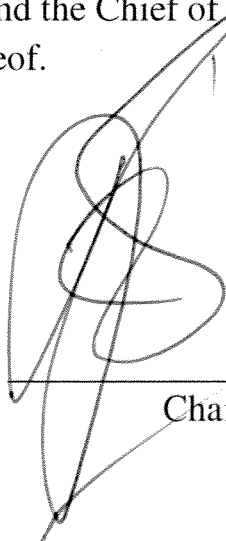
**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20570 approved on January 29, 2015, entered into an Agreement for Contract No. I-14-4212 with F. H. Paschen, S.N. Nielsen & Assoc., LLC for Eastbound Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 76.6 (Mannheim Road) to Milepost 78.9 (Kennedy Expressway). This Change Order/Extra Work Order is to provide for the relocation of a Rosemont 10" watermain.

**Resolution**

The Change Order/Extra Work Order in the amount of \$276,759.75 and the associated increase in the upper limit of compensation on Contract No. I-14-4212 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, appearing to be a cursive 'B' or similar, written over a horizontal line.

Chairman



## RESOLUTION NO. 20860

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20517 approved on November 20, 2014, entered into an Agreement for Contract No. I-14-4210 with Lorig Construction Company for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 73.3 (Oakton Street) to Milepost 75.1 (Wolf Road). This Change Order/Extra Work Order provides for subgrade soil modification.

**Resolution**

The Change Order/Extra Work Order in the amount of \$505,394.42 and the associated increase in the upper limit of compensation on Contract No. I-14-4210 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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

Chairman

10/22/15

6.4/16

RESOLUTION NO. 20861

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20596 approved on February 26, 2015 entered into an Agreement for Contract No. RR-13-5661 with Curran Contracting Company for Roadway and Bridge Rehabilitation on the Reagan Memorial Tollway (I-88) from Milepost 55.1 (US Route 52) to Milepost 67.3 (Midway Road). This Change Order provides for bridge deck replacement.

**Resolution**

The Change Order in the amount of \$480,486.00 and the associated increase in the upper limit of compensation on Contract No. RR-13-5661 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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

Chairman

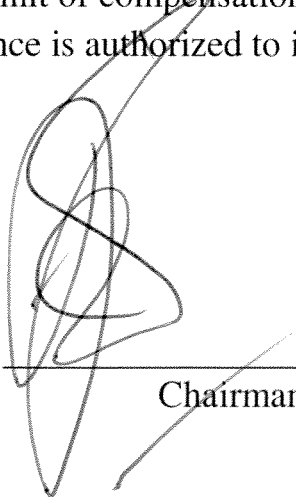
## RESOLUTION NO. 20862

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20252 approved on February 27, 2014 entered into an Agreement for Contract No. I-13-4602 with F.H. Paschen, S.N. Nielsen & Assoc., LLC for Rehabilitation and Widening on the Elgin O'Hare Expressway (IL 390) from Milepost 7.6 (IL 19) to Milepost 10.1 (East of Roselle Road). This Change Order provides for additional quantities of warm mix asphalt shoulders.

**Resolution**

The Change Order in the amount of \$351,549.00 and the associated increase in the upper limit of compensation on Contract No. I-13-4602 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: 

Chairman

RESOLUTION NO. 20863  
AMENDING RESOLUTION NO. 20836

**Background**

Resolution 20227 amending Resolution 19882 amending Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$160,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 20836 amended Resolution 20772 amended Resolution 20712 amended Resolution 20652 amended Resolution 20586 amended Resolution 20493 amended Resolution 20445 amended Resolution 20395 amended Resolution 20368 amended Resolution 20340 amended Resolution 20317 amended Resolution 20273 and Resolution 20191 and Resolution 20157 and Resolution 20130 and Resolution 20086 and Resolution 20048 and Resolution 20018 and Resolution 19986 identified parcels that may need to be acquired by condemnation. Resolution 20836 must be amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1<sup>st</sup> Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20836 identifies added parcels and satisfies this requirement.

**Resolution**

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$160,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators,

RESOLUTION NO. 20863  
AMENDING RESOLUTION NO. 20836

**Resolution – Continued**

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

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

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

10/22/15

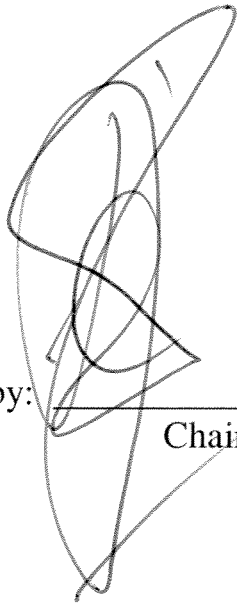
6.4/18

RESOLUTION NO. 20863  
AMENDING RESOLUTION NO. 20836

**Resolution – Continued**

compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$160,000,000.00.

Approved by:

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Chairman

10/22/15

6.4/18

RESOLUTION NO. 20863  
AMENDING RESOLUTION NO. 20836

**Resolution – Continued- Exhibit ‘A’**

**PROJECT: RR-11-4011- IDENTIFICATION OF PARCELS**

**ELMHURST INTERCHANGE AND EOWA**

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

<b>Elmhurst Road Interchange</b>	<b>PREVIOUSLY IDENTIFIED</b>
<b><u>PARCEL NUMBER</u></b>	<b><u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u></b>
NW-7A-12-001	08-25-302-001
NW-7A-12-002	08-25-300-001
NW-7A-12-008	08-25-100-006, 08-25-101-004, 08-25-101-005, 08-25-102-015, 08-25-102-017, 08-25-103-004, 08-25-100-005, 08-25-101-003
NW-7A-12-010	08-24-304-015
NW-7A-12-011	08-24-304-005, 08-25-304-006
NW-7A-12-013	08-24-304-002, 08-24-304-003, 08-24-304-004, 08-24-304-009, 08-24-304-010, 08-24-304-013, 08-24-304-014
NW-7A-12-016	08-24-304-001
NW-7A-12-018	08-26-411-008, 08-26-411-006 & 08-26-411-010
NW-7A-12-019	08-26-411-009, 08-26-411-013
NW-7A-12-021	08-26-401-038
NW-7A-12-022	08-26-401-031
NW-7A-12-023	08-26-401-030 & 08-26-401-039
NW-7A-12-034	08-26-201-030
NW-7A-12-035	08-26-201-018
NW-7A-12-036	08-26-201-024
NW-7A-12-037	08-23-402-012
NW-7A-12-038	08-23-402-014
NW-7A-12-039	08-23-402-004, 08-23-402-005, 08-23-402-006, 08-23-402-013
NW-7A-12-040	08-26-401-024, 08-26-401-037, 08-26-401-040 & 08-26-400-009
NW-7A-12-041	08-24-303-012
NW-7A-12-043	08-24-303-011
NW-7A-12-044	08-24-303-025 & 08-24-303-026
NW-7A-12-050	08-24-302-021 & 08-24-302-022



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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

<b><u>PARCEL NUMBER</u></b>	<b><u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u></b>
NW-7A-12-051	08-24-302-023
NW-7A-12-055	08-26-201-027
NW-7A-12-058	08-26-201-009
NW-7A-12-059	08-26-201-008
NW-7A-12-060	08-26-201-006 & 08-26-201-007
NW-7A-12-064	08-23-402-009
NW-7A-12-900	That part of Landmeier Road, as dedicated per the Plat of O'Hare International Center for Business located in the east half of the southeast quarter of section 25, township 41 north, range 11
NW-7A-12-005	08-25-102-011, 08-25-102-016 08-25-102-018, 08-25-103-005
NW-7A-12-033	08-26-201-031
NW-7A-12-025	08-26-200-016, 08-26-200-017, 08-26-201-023
NW-7A-12-032	08-26-201-015 & 08-26-201-025
NW-7A-12-071	COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, 1333.39 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 48 MINUTES 52 SECONDS EAST, ON SAID SOUTH LINE, 65.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON A LINE 65.00 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL WITH SAID WEST LINE, 24.96 FEET TO THE NORTH LINE OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 58 SECONDS WEST, ON SAID NORTH LINE, 65.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST, ON SAID WEST LINE, 25.13 FEET TO THE POINT OF BEGINNING

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

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

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

**Elgin O'Hare Western Access**

**PREVIOUSLY IDENTIFIED**

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

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

**Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED**

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

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

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

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

**Elgin O'Hare Western Access      PREVIOUSLY IDENTIFIED**

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

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

**Elgin O'Hare Western Access      PREVIOUSLY IDENTIFIED**

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

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

**Elgin O'Hare Western Access      PREVIOUSLY IDENTIFIED**

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



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

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

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

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

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
WA-1D-12-009	12-19-400-019, 12-19-400-063	Cook
WA-1D-12-046	03-13-509-003	DuPage
WA-1D-12-066	12-19-200-002, 12-18-501-001, 12-18-400-015-6001, 12-18-400-019, 12-18-201-015, 12-20-100-028	Cook
WA-2D-12-191	03-12-509-001	DuPage
WA-2D-12-195	03-01-509-002	DuPage
EO-1B-12-051	03-03-403-013	DuPage
TW-7-12-003	12-31-301-019	Cook
TW-7-12-026	03-36-206-040	DuPage
WA-1D-12-044	03-13-504-012	DuPage
WA-1D-12-068	12-18-400-014, 12-18-500-006	Cook
EO-1B-12-130	03-02-303-013	DuPage
NW-7A-12-088	08-36-100-004	Cook
NW-7A-12-089	08-36-100-005, 08-36-100-009	Cook
NW-7A-12-090	08-36-100-006	Cook
NW-7A-12-091	08-36-100-011	Cook
NW-7A-12-092	08-36-100-012	Cook
NW-7A-12-093	08-36-100-013	Cook
NW-7A-12-094	08-36-100-016	Cook
NW-7A-12-095	08-36-100-019	Cook
NW-7A-12-096	08-36-101-008	Cook
NW-7A-12-097	08-36-101-029, 08-36-101-030	Cook
NW-7A-12-100	08-36-101-023, 08-36-101-024, 08-36-101-028	Cook
NW-7A-12-102	08-36-102-002, 08-36-102-028, 08-36-102-029 08-36-102-030, 08-36-102-036, 08-36-102-037	Cook

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

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
NW-7A-12-103	08-36-102-027	Cook
NW-7A-12-105	08-36-102-022, 08-36-102-033, 08-36-102-034 08-36-102-035, 08-36-102-042	Cook
NW-7A-12-110	08-36-100-008	Cook
NW-7A-12-112	08-36-100-019	Cook
TW-7-12-004	12-31-301-028	Cook
TW-7-12-040	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-902	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-903	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	DuPage
WA-3D-12-064	08-25-301-006	Cook
WA-3D-12-065	08-25-301-007, 08-25-301-007, 08-25-301-008 08-25-301-009, 08-25-301-010, 08-25-301-011	Cook

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

<b>Elgin O'Hare Western Access</b>		<b>ADDED IDENTIFIED PARCELS</b>
<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
NW-7A-12-017	08-26-411-002	Cook
NW-7A-12-073	08-25-301-005	Cook
NW-7A-12-076	08-26-409-007, 08-26-409-008 08-26-409-009, 08-26-409-017	Cook
NW-7A-12-081	08-26-410-002, 08-35-201-003	Cook
NW-7A-12-082	08-26-411-003, 08-26-411-005	Cook
NW-7A-12-084	08-26-411-018	Cook
NW-7A-12-085	08-35-201-009	Cook
NW-7A-12-086	08-35-203-016, 08-35-203-019	Cook
NW-7A-12-099	08-36-101-027	Cook
NW-7A-12-111	08-26-410-001	Cook
NW-7A-12-113	08-35-201-012, 08-26-410-006	Cook
WA-3D-12-054	08-36-201-011	Cook

## RESOLUTION NO. 20864

**Background**

It is in the best interest of The Illinois State Toll Highway Authority ("Tollway") to enter into an Intergovernmental Agreement with the County of DuPage ("County"), Elk Grove Village ("Village"), and the City of Wood Dale ("City"). The Tollway is constructing bridges, frontage roads, and a detention pond over and near what will be a reconfigured Lively Boulevard at the Elgin O'Hare extension.

The Tollway requires five real estate parcels from the City to complete this construction project. In addition, the Tollway will be selling a parcel to the City which is necessary for operating Lively Boulevard. However, the Tollway will retain a permanent easement for its roadway which will cross overhead. These parcels will be exchanged at fair market value.

In addition to the construction work planned by the Tollway, the City has asked the Tollway to install access control fencing, a shared use path, and transitional sidewalk segments. As part of the Tollway's project, the City's sanitary sewer and associated manhole structures must be relocated. This underground work will be performed by the City at the expense of the Tollway. After credits and set-offs, the Tollway will owe the City approximately \$1,333,374.95. The Tollway will accommodate certain requests of the Village incidental to the construction, and the County will perform various enumerated support functions during the project.

**Resolution**

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Toll Highway Authority and the County of DuPage, Elk Grove Village and the City of Wood Dale in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

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

Chairman

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois, hereinafter called "COUNTY", THE VILLAGE OF ELK GROVE VILLAGE, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", and THE CITY OF WOOD DALE, a municipal corporation of the State of Illinois, hereinafter called the "CITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the existing Elgin O'Hare Expressway, extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known in its entirety as Illinois Route 390, and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access" or "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, certain construction contracts will occur within the COUNTY's, the VILLAGE's and the CITY's jurisdictional boundaries. This AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-13-4630, Illinois Route 390 Mainline Bridges over Lively Boulevard and the South Frontage Road (hereinafter referred to as the "PROJECT") by making the following improvements:

The scope of improvements include the construction of two new single span bridges carrying the Toll Highway over Lively Boulevard and the construction of the south frontage road from just east of Wood Dale Road to Edgewood Avenue. A detention pond that serves the south frontage road drainage will be constructed south of the south frontage road and just west of Dillon Drive. Lively Boulevard will be relocated to align with the existing roadway north of Thorndale Avenue and this section of Lively Boulevard will be constructed from Thorndale Avenue on the north to the proposed south frontage road on the south. Lighting will be relocated on Lively Boulevard and underpass lighting will be installed under the bridges. Temporary (span wire) traffic signals will be installed at Lively Boulevard and Thorndale Avenue. The contract also includes earthwork fill placement from just west of Lively Boulevard to just east of Dillon Drive,

retaining walls, drainage improvements, pavement markings, signing, roadway lighting and all other work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT special form liner signage on the south parapet of the Lively Boulevard bridge, hereinafter referred to as the "VILLAGE IMPROVEMENTS"; and

WHEREAS, the CITY requests that the ILLINOIS TOLLWAY include in its PROJECT special form liner signage on the north parapet of the Lively Boulevard bridge, black access control fencing, and a shared use path along the south frontage road from just east of Wood Dale Road to just west of Edgewood Avenue including transitional sidewalk segments at each local road crossing with the frontage road (Central Avenue, Sivert Drive, Lively Boulevard, and Dillon Drive), hereinafter referred to as the "CITY IMPROVEMENTS"); and

WHEREAS, the ILLINOIS TOLLWAY agrees to implement the VILLAGE IMPROVEMENTS and the CITY IMPROVEMENTS as part of the PROJECT; and

WHEREAS, the CITY owns, operates and maintains water mains, storm and sanitary sewers, and public roadways (hereinafter referred to as the "FACILITIES") located in or about the area to be traversed by the PROJECT and has interests in lands and right of way therein; and

WHEREAS, some of the existing FACILITIES may interfere with the construction of the PROJECT, and it is therefore necessary that these FACILITIES be removed, adjusted, reconstructed, protected or relocated to avoid that interference; and

WHEREAS, subsequent to this AGREEMENT, the ILLINOIS TOLLWAY and the COUNTY respectively agree to provide to the CITY approved permits without the payment of permit fees therefore by the CITY for the sanitary sewer relocation and water main relocation which will continue to be located on ILLINOIS TOLLWAY and COUNTY properties, and the CITY agrees to abide by all conditions set forth therein; and

WHEREAS, the CITY shall perform the necessary design and construction engineering for the improvements to construct its 12" sanitary sewer south along Central Avenue which will extend approximately 1000 lineal feet, replace 5 manhole structures and the existing 10" sanitary sewer which runs east of Central Avenue perpendicular to the EOWA mainline partially outside of the PROJECT limits, which is also impacted by the PROJECT, subject to the ILLINOIS TOLLWAY's reimbursing the CITY for the costs of the CITY IMPROVEMENTS; 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 VILLAGE and the CITY by virtue of their powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* are 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. Except as otherwise indicated in this AGREEMENT, 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 VILLAGE and the CITY as hereinafter stipulated.
- B. The CITY agrees to perform design and construction engineering for the portion of its sanitary sewer impacted by the PROJECT, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated in Section V.
- C. The PARTIES shall review the plans and specifications which impact their maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from a respective PARTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications by that PARTY. Approval by the PARTIES shall mean the PARTIES agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the respective PARTY's maintained highways and FACILITIES. In the event of disapproval, the respective PARTY 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 final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format to all PARTIES by the ILLINOIS TOLLWAY.
- F. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of

Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

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

## **II. RIGHT OF WAY**

- A. The ILLINOIS TOLLWAY, pursuant to the approved plans shall perform all survey work and prepare all parcel plats and establish legal descriptions necessary to acquire all new right of way interests for the construction and future operation of the PROJECT. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its' written Policies and Procedures.
- B. The PARTIES agree to convey fee simple title, or any lesser property interest as may be required for the PROJECT, to each other for each land parcel(s) identified as Parcels EO-1B-12-913, EO-1B-12-915, EO-1B-12-917, EO-1B-12-918, and EO-1B-12-919 in "Exhibit A", attached hereto. To effectuate the conveyance, the CITY shall execute and deliver a general warranty deed in a form established by the ILLINOIS TOLLWAY. The financial consideration of this conveyance shall be singularly based upon a determination of Fair Cash Market Value set at the date of this AGREEMENT and documented in a written appraisal report prepared by an independent Certified General Appraiser licensed to perform such work in the State of Illinois.
- C. In order to avoid PROJECT delays, the PARTIES hereby permit and authorize each other, their employees, vendors, and/or contractor(s) unrestricted access to use all parcels identified in Exhibit A. Where the PARTIES have previously entered into a Right-of-Entry Agreement with respect to any parcel, access to that parcel shall be governed by such agreement. Additional consideration and/or financial credit will not be granted pursuant to this interim permission and authorization.
- D. Upon completion of the PROJECT, the ILLINOIS TOLLWAY agrees to convey fee simple title to the CITY and COUNTY all property and right of way purchased by the ILLINOIS TOLLWAY required by the CITY or the COUNTY for the maintenance and operation of the COUNTY's frontage road and detention basin and the CITY's Lively Boulevard as shown on "Exhibit A".

- E. All land conveyances pursuant to this AGREEMENT will be fully executed, tendered and accepted for recordation and all supporting documentation provided before issuance of final payments and before financial credit will be recognized pursuant to Section V. of this AGREEMENT.
- F. The COUNTY and the CITY shall agree to consider all properly filed and noticed applications for variance submitted by property owners for setbacks or zoning deviations that are due to ILLINOIS TOLLWAY land acquisition. Nothing in this subsection E. shall be construed to obligate the COUNTY or the CITY to grant any variation where the COUNTY and the CITY, or any board, commission, or agency thereof, has determined that the application does not meet the requirements for such, nor shall this subsection E. be construed as creating any right, interest, or benefit in any person not a PARTY to this AGREEMENT.
- G. In the event, the ILLINOIS TOLLWAY identifies areas of the COUNTY's and/or the CITY's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to complete the PROJECT, the COUNTY and/or the CITY shall, upon the ILLINOIS TOLLWAY's application to the COUNTY and/or CITY on the proper permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge of permit fees to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. The COUNTY and/or the CITY shall waive the contractor's surety bonding requirement. However, as a condition of the issuance of such permit, all ILLINOIS TOLLWAY contractors entering, accessing, or using COUNTY and/or CITY right-of-way thereunder shall have agreed to indemnify and hold harmless the COUNTY and/or the CITY from and against any and all claims and liability in relation to their entry upon the Parcels for the purposes of this AGREEMENT, except as to the extent such claim or liability arises from acts and omission of the COUNTY and/or CITY. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an as good as – or – better than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the COUNTY or the CITY.
- H. The COUNTY agrees to involve the ILLINOIS TOLLWAY in future negotiations for new or modified access control limits adjacent to Toll Highway ramp merge locations within the COUNTY's future right of way for maintenance and operation of their highways.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide all PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within their existing rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.

- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The PARTIES agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within their existing respective rights of way, and on proposed PARTY rights of way where improvements to any of the PARTIES highways are proposed by any of the PARTIES 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 other PARTIES jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the PARTY.
- E. At all locations where utilities are located on rights of way owned by the ILLINOIS TOLLWAY that are planned to be subsequently transferred to another PARTY and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the PARTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) without charge of permit fees to the ILLINOIS TOLLWAY upon transfer of that right of way to another PARTY. Subsequent to transfer of that right of way to another PARTY, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the PARTY for any and all utility relocation costs the PARTY may incur that are reimbursable to the utility company for PROJECT required adjustments.
- F. At all locations where utilities are located on rights of way owned by any PARTY that are subsequently planned to be transferred to the ILLINOIS TOLLWAY and must be adjusted due to work proposed by any PARTY, 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, obtain all PARTIES concurrence as to the amount of bids (for work to be funded or maintained wholly or partially by the PARTIES before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE and the CITY as hereinafter stipulated.
- B. The CITY, as of May 2015, has completed the relocation of the sanitary sewer south along Central Avenue approximately 1000 lineal feet and partially outside of the PROJECT limits, impacted by the PROJECT to allow the ILLINOIS TOLLWAY access to this area of the PROJECT for continued construction of the PROJECT.
- C. The ILLINOIS TOLLWAY agrees to protect the existing CITY water main and sanitary sewer located within the PROJECT limits against damage from earthmoving or other construction activities, and makes such necessary temporary repairs to such if damaged, until such utilities have been relocated.

- D. The ILLINOIS TOLLWAY agrees to perform the relocation/abandonment/new construction of the CITY water main as shown on the approved engineering plans, at no cost to the CITY.
- E. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect any of the other PARTIES shall be submitted to the affected PARTY for approval prior to commencing such work. The respective PARTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the affected PARTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the affected PARTY within thirty (30) calendar days after delivery to that PARTY of the proposed deviation, the proposed deviation shall be deemed approved by the affected PARTY.
- F. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect any of the PARTIES, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar day's written notice to the PARTIES prior to commencement of work on the PROJECT.
- G. The ILLINOIS TOLLWAY shall require that the PARTIES, and their agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the PARTIES will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- H. The other 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 respective PARTY's system. The PARTIES may assign personnel to perform inspections on behalf of the respective PARTY of all work included in the PROJECT that affects the PARTY's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- I. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- J. The ILLINOIS TOLLWAY shall give notice to all PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the PARTIES, and all PARTIES shall make an inspection thereof not later than seven (7) calendar days after notice thereof after notice of 70% completion thereof. If a PARTY does not perform a final inspection within twenty-one (21) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts, or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by that PARTY. At the request of any of the PARTIES, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said

inspections disclose work that does not conform to the approved final plans and specifications, the PARTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The respective PARTY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- K. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV.E, 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 ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.
- L. As-built drawings of utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the CITY, in both paper format and electronically, within sixty (60) calendar days after completion of the work.

## **V. FINANCIAL**

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE and the CITY as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that the estimated cost to the CITY for the CITY's IMPROVEMENTS is \$143,107.00, (\$135,969.00, for the shared use path and transitional sidewalk segments for construction costs, and \$7,138.00 for black access control fencing), \$7,155.35 (5% of construction costs for preliminary and design engineering, and \$14,310.70 (10% of construction costs) for construction engineering, for a total estimated cost of \$164,573.05.
- C. It is also agreed by the PARTIES hereto that the CITY's estimated cost to construct a new 12" sanitary sewer south along Central Avenue (approximately 1000 lineal feet), for the purposes of abandoning and relocating the CITY's existing 10" sanitary sewer located along the south side of existing Thorndale Avenue and crossing the Illinois Route 390 corridor at Sivert Drive, is estimated at \$330,000.00 for construction costs, \$33,310.00 for preliminary and design engineering and \$44,638.00 for construction engineering, for a total estimated cost of \$407,948.00. The CITY shall provide proof of all final expenditures in order to receive a reimbursement from the ILLINOIS TOLLWAY towards the CITY's IMPROVEMENTS.

- D. It is agreed by the PARTIES hereto that the appraised value of the CITY's five (5) parcels as described in Section II B, and as shown on Exhibit A, which are to be conveyed to the ILLINOIS TOLLWAY, is \$1,305,000.00. However, the CITY requires property, which is or soon will be ILLINOIS TOLLWAY owned property, to accommodate the reconfiguration of Lively Boulevard. The CITY will credit the ILLINOIS TOLLWAY for the value of this parcel (the ILLINOIS TOLLWAY will reserve a Permanent Easement for its bridge), which is \$215,000.00.
- E. It is agreed by the PARTIES that the valuation assigned to new Lively Boulevard is inclusive of a permanent easement granted and conveyed by the CITY to the ILLINOIS TOLLWAY for the long-term access and maintenance of the overhead bridge structure and supporting members.
- F. In summary, the CITY's and ILLINOIS TOLLWAY's financial obligations are as follows:
1. The CITY's IMPROVEMENTS implemented by the ILLINOIS TOLLWAY and funded by the CITY is \$164,573.05.
  2. The CITY's new sanitary sewer designed and constructed by the CITY and funded by the ILLINOIS TOLLWAY is \$407,948.00.
  3. The appraised value of the CITY's five (5) parcels as described in Section II B, and as shown on Exhibit A, which is funded by the ILLINOIS TOLLWAY is \$1,305,000.00.
  4. The appraised value of the land to be conveyed back to the CITY for the new Lively Boulevard alignment is valued at \$215,000.00, which shall be deducted from the appraised value of the CITY's five (5) parcels to be purchased by the ILLINOIS TOLLWAY, decreasing the costs to \$1,090,000.00.
  5. In total, the ILLINOIS TOLLWAY is responsible for the cost of the new sanitary sewer (estimated at \$407,948.00) and the right of way being purchased from the CITY including the deduction of the land to be conveyed back to the CITY for the new Lively Boulevard alignment (\$1,090,000.00), or a total estimated of \$1,497,948.00 to be paid to the CITY. The CITY is then responsible for the CITY IMPROVEMENTS (estimated at \$164,573.05) which is less than the amount to be paid by the ILLINOIS TOLLWAY, therefore all costs for the CITY IMPROVEMENTS shall be paid for by the ILLINOIS TOLLWAY, with a resulting payment amount from the ILLINOIS TOLLWAY to the CITY estimated at \$1,333,374.95.
- G. The PARTIES agree that subsequent agreements will be required for future ILLINOIS TOLLWAY contracts in reference to the EOWA. The ILLINOIS TOLLWAY and the CITY agree that the estimated costs for the sanitary sewer described in Section V. C in the amount of \$407,948.00 shall be reimbursed by the ILLINOIS TOLLWAY to the CITY within 60 days after receipt by the ILLINOIS TOLLWAY of proof of the CITY expenditures and receipt of an invoice (actual reimbursement will be equal to actual



approved expenditures). The remaining estimated amount of \$925,426.95 shall be carried over and applied to the CITY's cost responsibilities for requested CITY IMPROVEMENTS on future EOWA contracts involving the CITY. All payments and credits shall be based upon actual final costs.

- H. It is further agreed that notwithstanding the estimated costs, the CITY shall be responsible for the actual costs associated with the work requested by the CITY as described in the Recital section of this AGREEMENT.
- I. Any of the PARTIES may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **VI. MAINTENANCE - DEFINITIONS**

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

permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.

4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
  5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way 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 another 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 another 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 PARTIES but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.

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

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain Illinois Route 390 including the bio-swales in its entirety.
- B. The COUNTY agrees to maintain, or cause to maintain, the south frontage road from Wood Dale Road to Edgewood Avenue with the exception of the section between the north and south segments of Lively Boulevard, including the newly constructed detention pond that serves the south frontage drainage located south of the south frontage road and just west of Dillon Drive, the span wire traffic signals located at Lively Boulevard and Thorndale Avenue, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety.
- C. The CITY agrees to maintain, or cause to maintain, Central Avenue, Sivert Drive, Dillon Drive, Edgewood Avenue and Lively Boulevard south of Thorndale Avenue (including the portion of Lively Boulevard that traverses east to west connecting the north and south segments with the south frontage road), including the underpass lighting installed under the Lively Boulevard bridge, the shared use path along the south frontage road from just east of Wood Dale Road to just west of Edgewood Avenue including transitional sidewalk segments at each local road crossing with the frontage road (Central Avenue, Sivert Drive, Lively Boulevard, and Dillon Drive), and the relocated CITY's sanitary sewer that runs south of the south frontage road at Central Avenue, and all other facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, and any other property within its jurisdiction, the cost differential to maintain black access control fencing, the cost differential to maintain the special form liner signage on the north parapet of the Lively Boulevard bridge, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the CITY at their request, in its entirety.
- D. The VILLAGE agrees to maintain, or cause to maintain, Lively Boulevard north of Thorndale Avenue, including any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, or any other property within its

jurisdiction, and the cost differential to maintain the special form liner signage on the south parapet of the Lively Boulevard Bridge, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

- E. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J 1 above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
--------------------------	------------------

Type 1	Lively Boulevard
--------	------------------

1. Type 1 - ILLINOIS TOLLWAY over a Local Road

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

- i. All CITY 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;
- ii. All drainage facilities on CITY right of way which drain CITY highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on CITY property for the purpose of carrying exclusively Toll Highway drainage;
- iii. All underpass lighting;

- b. 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 CITY, as set forth herein, including but not limited to the entire grade separation structure, including the special form liner signage, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, and fences.

- F. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way.
- G. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- H. 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 or other PARTY roadway operations or required for the performance of maintenance obligations of the respective PARTY under this

AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.

#### **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. During construction, all PARTIES shall continue to maintain all portions of the PROJECT within their right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the PARTIES respectively.
- C. The responsibilities for all snow and ice removal from the roadways under jurisdiction of the respective PARTIES and for mowing and litter removal will be handled under a separate agreement between the PARTIES.
- D. Nothing herein is intended to prevent or preclude the PARTIES from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

#### **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the County of Du Page, the Village of Elk Grove Village, the City of Wood Dale and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of the Elgin O'Hare Expressway. The COUNTY shall have jurisdiction of the south frontage road from Wood Dale Road to Edgewood Avenue, the VILLAGE shall retain jurisdiction of Lively Boulevard north of Thorndale Avenue, and the CITY shall retain jurisdiction of Central Avenue, Sivert Drive, Dillon Drive, Edgewood Avenue and Lively Boulevard south of Thorndale Avenue, traversed or affected by the Elgin O'Hare Expressway except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

- D. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- G. In the event of a dispute between PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Director of Transportation/County Engineer of the COUNTY, the Village Manager of the VILLAGE 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 any dispute concerning the VILLAGE's IMPROVEMENTS, the CITY's IMPROVEMENTS, or the COUNTY's facilities and roadway's respectively , the decision of the Director of Transportation/County Engineer of the COUNTY with respect to the COUNTY'S IMPROVEMENTS, the Village Manager of the VILLAGE with respect to the VILLAGE'S IMPROVEMENTS and the Director of Public Works of the CITY with respect to the CITY'S IMPROVEMENTS 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 there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- I. This AGREEMENT may be executed in four (4) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- J. 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.
- K. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6009201 and it is doing business as a governmental entity, whose mailing address is the Village of Elk Grove Village, 901 Wellington Avenue, Elk Grove Village, Illinois 60007.

- L. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6008457 and it is doing business as a governmental entity, whose mailing address is the City of Wood Dale, 404 North Wood Dale Road, Wood Dale, Illinois 60191.
- M. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- N. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- O. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- P. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any of the PARTIES unless such provision is waived in writing.
- Q. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- R. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the COUNTY:

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

To the VILLAGE:

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

To the CITY:

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

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

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

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

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

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

**THE CITY OF WOOD DALE**

By: \_\_\_\_\_  
Annunziato Pulice, Mayor

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

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



**THE COUNTY OF DUPAGE**

By: \_\_\_\_\_

Daniel J. Cronin, Chairman  
DuPage County Board

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

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

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

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

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

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

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

Approved as to Form and Constitutionality

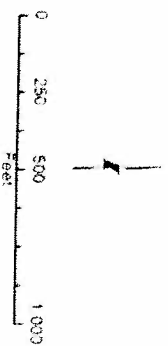
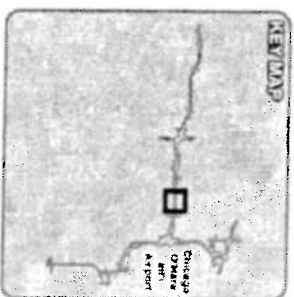
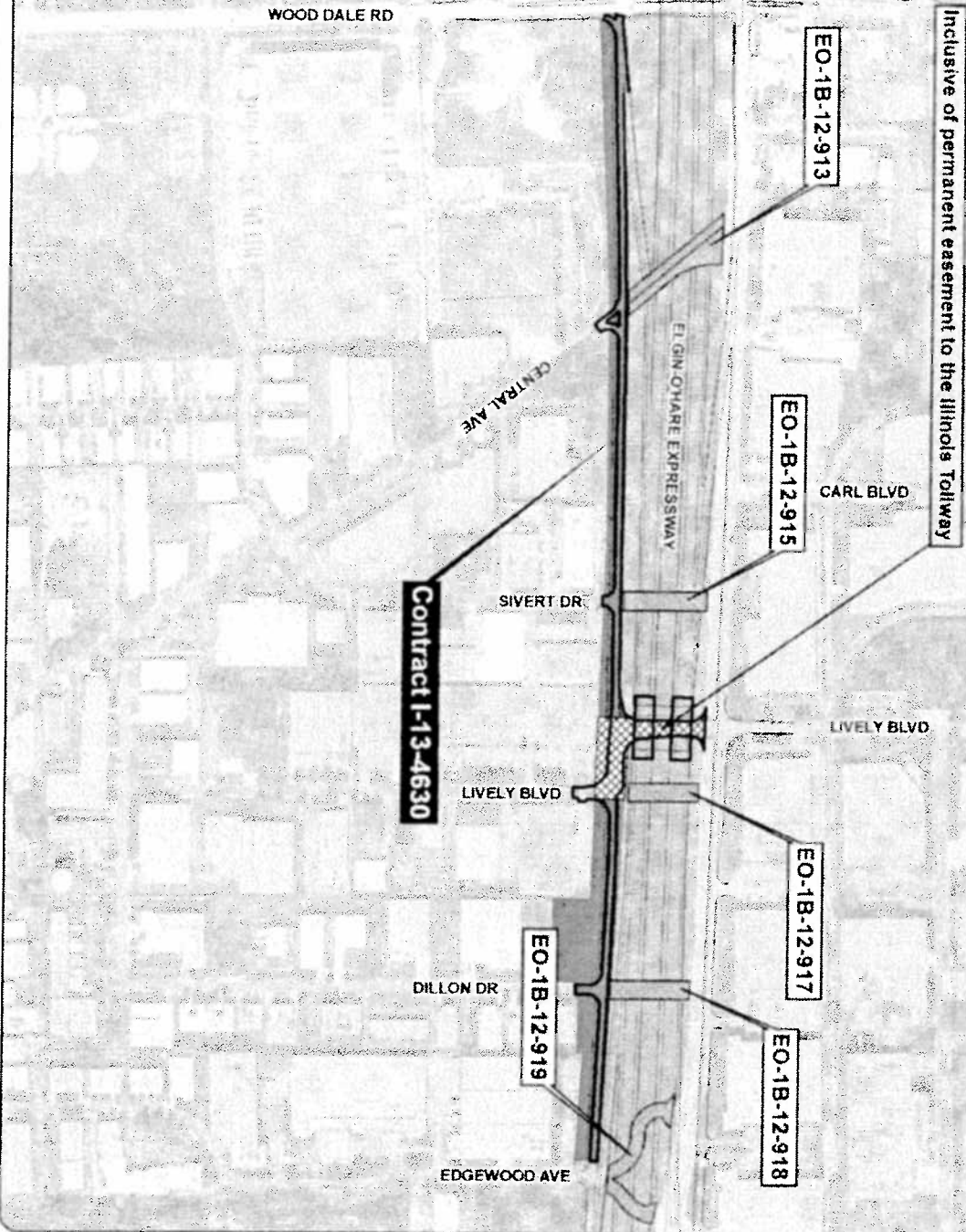
\_\_\_\_\_  
Robert T. Lane, Senior Assistant Attorney General, State of Illinois



## Elgin O'Hare Western Access

### LEGEND

- Project Improvements
- Contract I-13-4630
- Wood Dale Owned Parcels
- To be Conveyed to the City of Wood Dale
- To be Conveyed to DuPage County



### Exhibit A

City of Wood Dale Owned Parcels  
and Roadway Conveyance  
for Contract I-13-4630

## RESOLUTION NO. 20865

**Background**

It is in the best interest of The Illinois State Toll Highway Authority ("Tollway") to enter into an Intergovernmental Agreement with the Illinois Department of Transportation, the County of Cook, the County of DuPage, and the Village of Itasca ("Village"). As part of its Elgin O'Hare construction project, the Tollway is re-constructing Hamilton Lakes Drive, rehabilitating East Pierce Road, widening Ketter Drive, and re-aligning Park Boulevard. The Tollway requires real estate from the Village for the project and the Village has requested certain project enhancements.

The requested enhancements include: a shared use path along Hamilton Lakes Drive; LED illuminated signage at Park Boulevard; a new water main crossing under Hamilton Lakes Drive; and the lining of a sanitary sewer that crosses under I-290. The cost of the enhancements is estimated at \$264,560.95. However, the Tollway owes the Village \$215,000 for acquired real estate leaving an estimated balance of \$49,560.95 that will be paid by the Village to the Tollway. The counties party to this contract will perform various support functions during the project.

**Resolution**

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Toll Highway Authority and the Illinois Department of Transportation, County of Cook, County of DuPage, and the Village of Itasca in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

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

Chairman

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois, hereinafter called "COUNTY", THE VILLAGE OF ELK GROVE VILLAGE, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", and THE CITY OF WOOD DALE, a municipal corporation of the State of Illinois, hereinafter called the "CITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the existing Elgin O'Hare Expressway, extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known in its entirety as Illinois Route 390, and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access" or "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, certain construction contracts will occur within the COUNTY's, the VILLAGE's and the CITY's jurisdictional boundaries. This AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-13-4630, Illinois Route 390 Mainline Bridges over Lively Boulevard and the South Frontage Road (hereinafter referred to as the "PROJECT") by making the following improvements:

The scope of improvements include the construction of two new single span bridges carrying the Toll Highway over Lively Boulevard and the construction of the south frontage road from just east of Wood Dale Road to Edgewood Avenue. A detention pond that serves the south frontage road drainage will be constructed south of the south frontage road and just west of Dillon Drive. Lively Boulevard will be relocated to align with the existing roadway north of Thorndale Avenue and this section of Lively Boulevard will be constructed from Thorndale Avenue on the north to the proposed south frontage road on the south. Lighting will be relocated on Lively Boulevard and underpass lighting will be installed under the bridges. Temporary (span wire) traffic signals will be installed at Lively Boulevard and Thorndale Avenue. The contract also includes earthwork fill placement from just west of Lively Boulevard to just east of Dillon Drive,

retaining walls, drainage improvements, pavement markings, signing, roadway lighting and all other work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT special form liner signage on the south parapet of the Lively Boulevard bridge, hereinafter referred to as the "VILLAGE IMPROVEMENTS"; and

WHEREAS, the CITY requests that the ILLINOIS TOLLWAY include in its PROJECT special form liner signage on the north parapet of the Lively Boulevard bridge, black access control fencing, and a shared use path along the south frontage road from just east of Wood Dale Road to just west of Edgewood Avenue including transitional sidewalk segments at each local road crossing with the frontage road (Central Avenue, Sivert Drive, Lively Boulevard, and Dillon Drive), hereinafter referred to as the "CITY IMPROVEMENTS"); and

WHEREAS, the ILLINOIS TOLLWAY agrees to implement the VILLAGE IMPROVEMENTS and the CITY IMPROVEMENTS as part of the PROJECT; and

WHEREAS, the CITY owns, operates and maintains water mains, storm and sanitary sewers, and public roadways (hereinafter referred to as the "FACILITIES") located in or about the area to be traversed by the PROJECT and has interests in lands and right of way therein; and

WHEREAS, some of the existing FACILITIES may interfere with the construction of the PROJECT, and it is therefore necessary that these FACILITIES be removed, adjusted, reconstructed, protected or relocated to avoid that interference; and

WHEREAS, subsequent to this AGREEMENT, the ILLINOIS TOLLWAY and the COUNTY respectively agree to provide to the CITY approved permits without the payment of permit fees therefore by the CITY for the sanitary sewer relocation and water main relocation which will continue to be located on ILLINOIS TOLLWAY and COUNTY properties, and the CITY agrees to abide by all conditions set forth therein; and

WHEREAS, the CITY shall perform the necessary design and construction engineering for the improvements to construct its 12" sanitary sewer south along Central Avenue which will extend approximately 1000 lineal feet, replace 5 manhole structures and the existing 10" sanitary sewer which runs east of Central Avenue perpendicular to the EOWA mainline partially outside of the PROJECT limits, which is also impacted by the PROJECT, subject to the ILLINOIS TOLLWAY's reimbursing the CITY for the costs of the CITY IMPROVEMENTS; 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 VILLAGE and the CITY by virtue of their powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* are 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. Except as otherwise indicated in this AGREEMENT, 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 VILLAGE and the CITY as hereinafter stipulated.
- B. The CITY agrees to perform design and construction engineering for the portion of its sanitary sewer impacted by the PROJECT, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated in Section V.
- C. The PARTIES shall review the plans and specifications which impact their maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from a respective PARTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications by that PARTY. Approval by the PARTIES shall mean the PARTIES agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the respective PARTY's maintained highways and FACILITIES. In the event of disapproval, the respective PARTY 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 final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format to all PARTIES by the ILLINOIS TOLLWAY.
- F. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of

Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

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

## **II. RIGHT OF WAY**

- A. The ILLINOIS TOLLWAY, pursuant to the approved plans shall perform all survey work and prepare all parcel plats and establish legal descriptions necessary to acquire all new right of way interests for the construction and future operation of the PROJECT. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its' written Policies and Procedures.
- B. The PARTIES agree to convey fee simple title, or any lesser property interest as may be required for the PROJECT, to each other for each land parcel(s) identified as Parcels EO-1B-12-913, EO-1B-12-915, EO-1B-12-917, EO-1B-12-918, and EO-1B-12-919 in "Exhibit A", attached hereto. To effectuate the conveyance, the CITY shall execute and deliver a general warranty deed in a form established by the ILLINOIS TOLLWAY. The financial consideration of this conveyance shall be singularly based upon a determination of Fair Cash Market Value set at the date of this AGREEMENT and documented in a written appraisal report prepared by an independent Certified General Appraiser licensed to perform such work in the State of Illinois.
- C. In order to avoid PROJECT delays, the PARTIES hereby permit and authorize each other, their employees, vendors, and/or contractor(s) unrestricted access to use all parcels identified in Exhibit A. Where the PARTIES have previously entered into a Right-of-Entry Agreement with respect to any parcel, access to that parcel shall be governed by such agreement. Additional consideration and/or financial credit will not be granted pursuant to this interim permission and authorization.
- D. Upon completion of the PROJECT, the ILLINOIS TOLLWAY agrees to convey fee simple title to the CITY and COUNTY all property and right of way purchased by the ILLINOIS TOLLWAY required by the CITY or the COUNTY for the maintenance and operation of the COUNTY's frontage road and detention basin and the CITY's Lively Boulevard as shown on "Exhibit A".

- E. All land conveyances pursuant to this AGREEMENT will be fully executed, tendered and accepted for recordation and all supporting documentation provided before issuance of final payments and before financial credit will be recognized pursuant to Section V. of this AGREEMENT.
- F. The COUNTY and the CITY shall agree to consider all properly filed and noticed applications for variance submitted by property owners for setbacks or zoning deviations that are due to ILLINOIS TOLLWAY land acquisition. Nothing in this subsection E. shall be construed to obligate the COUNTY or the CITY to grant any variation where the COUNTY and the CITY, or any board, commission, or agency thereof, has determined that the application does not meet the requirements for such, nor shall this subsection E. be construed as creating any right, interest, or benefit in any person not a PARTY to this AGREEMENT.
- G. In the event, the ILLINOIS TOLLWAY identifies areas of the COUNTY's and/or the CITY's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to complete the PROJECT, the COUNTY and/or the CITY shall, upon the ILLINOIS TOLLWAY's application to the COUNTY and/or CITY on the proper permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge of permit fees to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. The COUNTY and/or the CITY shall waive the contractor's surety bonding requirement. However, as a condition of the issuance of such permit, all ILLINOIS TOLLWAY contractors entering, accessing, or using COUNTY and/or CITY right-of-way thereunder shall have agreed to indemnify and hold harmless the COUNTY and/or the CITY from and against any and all claims and liability in relation to their entry upon the Parcels for the purposes of this AGREEMENT, except as to the extent such claim or liability arises from acts and omission of the COUNTY and/or CITY. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an as good as – or – better than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the COUNTY or the CITY.
- H. The COUNTY agrees to involve the ILLINOIS TOLLWAY in future negotiations for new or modified access control limits adjacent to Toll Highway ramp merge locations within the COUNTY's future right of way for maintenance and operation of their highways.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide all PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within their existing rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.



- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The PARTIES agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within their existing respective rights of way, and on proposed PARTY rights of way where improvements to any of the PARTIES highways are proposed by any of the PARTIES 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 other PARTIES jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the PARTY.
- E. At all locations where utilities are located on rights of way owned by the ILLINOIS TOLLWAY that are planned to be subsequently transferred to another PARTY and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the PARTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) without charge of permit fees to the ILLINOIS TOLLWAY upon transfer of that right of way to another PARTY. Subsequent to transfer of that right of way to another PARTY, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the PARTY for any and all utility relocation costs the PARTY may incur that are reimbursable to the utility company for PROJECT required adjustments.
- F. At all locations where utilities are located on rights of way owned by any PARTY that are subsequently planned to be transferred to the ILLINOIS TOLLWAY and must be adjusted due to work proposed by any PARTY, 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, obtain all PARTIES concurrence as to the amount of bids (for work to be funded or maintained wholly or partially by the PARTIES before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE and the CITY as hereinafter stipulated.
- B. The CITY, as of May 2015, has completed the relocation of the sanitary sewer south along Central Avenue approximately 1000 lineal feet and partially outside of the PROJECT limits, impacted by the PROJECT to allow the ILLINOIS TOLLWAY access to this area of the PROJECT for continued construction of the PROJECT.
- C. The ILLINOIS TOLLWAY agrees to protect the existing CITY water main and sanitary sewer located within the PROJECT limits against damage from earthmoving or other construction activities, and makes such necessary temporary repairs to such if damaged, until such utilities have been relocated.

- D. The ILLINOIS TOLLWAY agrees to perform the relocation/abandonment/new construction of the CITY water main as shown on the approved engineering plans, at no cost to the CITY.
- E. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect any of the other PARTIES shall be submitted to the affected PARTY for approval prior to commencing such work. The respective PARTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the affected PARTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the affected PARTY within thirty (30) calendar days after delivery to that PARTY of the proposed deviation, the proposed deviation shall be deemed approved by the affected PARTY.
- F. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect any of the PARTIES, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar day's written notice to the PARTIES prior to commencement of work on the PROJECT.
- G. The ILLINOIS TOLLWAY shall require that the PARTIES, and their agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the PARTIES will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- H. The other 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 respective PARTY's system. The PARTIES may assign personnel to perform inspections on behalf of the respective PARTY of all work included in the PROJECT that affects the PARTY's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- I. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- J. The ILLINOIS TOLLWAY shall give notice to all PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the PARTIES, and all PARTIES shall make an inspection thereof not later than seven (7) calendar days after notice thereof after notice of 70% completion thereof. If a PARTY does not perform a final inspection within twenty-one (21) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts, or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by that PARTY. At the request of any of the PARTIES, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said

inspections disclose work that does not conform to the approved final plans and specifications, the PARTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The respective PARTY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- K. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV.E, 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 ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.
- L. As-built drawings of utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the CITY, in both paper format and electronically, within sixty (60) calendar days after completion of the work.

## **V. FINANCIAL**

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE and the CITY as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that the estimated cost to the CITY for the CITY's IMPROVEMENTS is \$143,107.00, (\$135,969.00, for the shared use path and transitional sidewalk segments for construction costs, and \$7,138.00 for black access control fencing), \$7,155.35 (5% of construction costs for preliminary and design engineering, and \$14,310.70 (10% of construction costs) for construction engineering, for a total estimated cost of \$164,573.05.
- C. It is also agreed by the PARTIES hereto that the CITY's estimated cost to construct a new 12" sanitary sewer south along Central Avenue (approximately 1000 lineal feet), for the purposes of abandoning and relocating the CITY's existing 10" sanitary sewer located along the south side of existing Thorndale Avenue and crossing the Illinois Route 390 corridor at Sivert Drive, is estimated at \$330,000.00 for construction costs, \$33,310.00 for preliminary and design engineering and \$44,638.00 for construction engineering, for a total estimated cost of \$407,948.00. The CITY shall provide proof of all final expenditures in order to receive a reimbursement from the ILLINOIS TOLLWAY towards the CITY's IMPROVEMENTS.

- D. It is agreed by the PARTIES hereto that the appraised value of the CITY's five (5) parcels as described in Section II B, and as shown on Exhibit A, which are to be conveyed to the ILLINOIS TOLLWAY, is \$1,305,000.00. However, the CITY requires property, which is or soon will be ILLINOIS TOLLWAY owned property, to accommodate the reconfiguration of Lively Boulevard. The CITY will credit the ILLINOIS TOLLWAY for the value of this parcel (the ILLINOIS TOLLWAY will reserve a Permanent Easement for its bridge), which is \$215,000.00.
- E. It is agreed by the PARTIES that the valuation assigned to new Lively Boulevard is inclusive of a permanent easement granted and conveyed by the CITY to the ILLINOIS TOLLWAY for the long-term access and maintenance of the overhead bridge structure and supporting members.
- F. In summary, the CITY's and ILLINOIS TOLLWAY's financial obligations are as follows:
1. The CITY's IMPROVEMENTS implemented by the ILLINOIS TOLLWAY and funded by the CITY is \$164,573.05.
  2. The CITY's new sanitary sewer designed and constructed by the CITY and funded by the ILLINOIS TOLLWAY is \$407,948.00.
  3. The appraised value of the CITY's five (5) parcels as described in Section II B, and as shown on Exhibit A, which is funded by the ILLINOIS TOLLWAY is \$1,305,000.00.
  4. The appraised value of the land to be conveyed back to the CITY for the new Lively Boulevard alignment is valued at \$215,000.00, which shall be deducted from the appraised value of the CITY's five (5) parcels to be purchased by the ILLINOIS TOLLWAY, decreasing the costs to \$1,090,000.00.
  5. In total, the ILLINOIS TOLLWAY is responsible for the cost of the new sanitary sewer (estimated at \$407,948.00) and the right of way being purchased from the CITY including the deduction of the land to be conveyed back to the CITY for the new Lively Boulevard alignment (\$1,090,000.00), or a total estimated of \$1,497,948.00 to be paid to the CITY. The CITY is then responsible for the CITY IMPROVEMENTS (estimated at \$164,573.05) which is less than the amount to be paid by the ILLINOIS TOLLWAY, therefore all costs for the CITY IMPROVEMENTS shall be paid for by the ILLINOIS TOLLWAY, with a resulting payment amount from the ILLINOIS TOLLWAY to the CITY estimated at \$1,333,374.95.
- G. The PARTIES agree that subsequent agreements will be required for future ILLINOIS TOLLWAY contracts in reference to the EOWA. The ILLINOIS TOLLWAY and the CITY agree that the estimated costs for the sanitary sewer described in Section V. C in the amount of \$407,948.00 shall be reimbursed by the ILLINOIS TOLLWAY to the CITY within 60 days after receipt by the ILLINOIS TOLLWAY of proof of the CITY expenditures and receipt of an invoice (actual reimbursement will be equal to actual

approved expenditures). The remaining estimated amount of \$925,426.95 shall be carried over and applied to the CITY's cost responsibilities for requested CITY IMPROVEMENTS on future EOWA contracts involving the CITY. All payments and credits shall be based upon actual final costs.

- H. It is further agreed that notwithstanding the estimated costs, the CITY shall be responsible for the actual costs associated with the work requested by the CITY as described in the Recital section of this AGREEMENT.
- I. Any of the PARTIES may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **VI. MAINTENANCE - DEFINITIONS**

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

permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.

4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
  5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way 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 another 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 another 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 PARTIES but also to provide consent for the proposed action and to retain a record which documents such consent.
  - I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.

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

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain Illinois Route 390 including the bio-swales in its entirety.
- B. The COUNTY agrees to maintain, or cause to maintain, the south frontage road from Wood Dale Road to Edgewood Avenue with the exception of the section between the north and south segments of Lively Boulevard, including the newly constructed detention pond that serves the south frontage drainage located south of the south frontage road and just west of Dillon Drive, the span wire traffic signals located at Lively Boulevard and Thorndale Avenue, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety.
- C. The CITY agrees to maintain, or cause to maintain, Central Avenue, Sivert Drive, Dillon Drive, Edgewood Avenue and Lively Boulevard south of Thorndale Avenue (including the portion of Lively Boulevard that traverses east to west connecting the north and south segments with the south frontage road), including the underpass lighting installed under the Lively Boulevard bridge, the shared use path along the south frontage road from just east of Wood Dale Road to just west of Edgewood Avenue including transitional sidewalk segments at each local road crossing with the frontage road (Central Avenue, Sivert Drive, Lively Boulevard, and Dillon Drive), and the relocated CITY's sanitary sewer that runs south of the south frontage road at Central Avenue, and all other facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, and any other property within its jurisdiction, the cost differential to maintain black access control fencing, the cost differential to maintain the special form liner signage on the north parapet of the Lively Boulevard bridge, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the CITY at their request, in its entirety.
- D. The VILLAGE agrees to maintain, or cause to maintain, Lively Boulevard north of Thorndale Avenue, including any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, or any other property within its



jurisdiction, and the cost differential to maintain the special form liner signage on the south parapet of the Lively Boulevard Bridge, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

- E. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J 1 above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
--------------------------	------------------

Type 1	Lively Boulevard
--------	------------------

1. Type 1 - ILLINOIS TOLLWAY over a Local Road

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

- i. All CITY 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;
- ii. All drainage facilities on CITY right of way which drain CITY highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on CITY property for the purpose of carrying exclusively Toll Highway drainage;
- iii. All underpass lighting;

- b. 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 CITY, as set forth herein, including but not limited to the entire grade separation structure, including the special form liner signage, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, and fences.

- F. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way.
- G. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- H. 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 or other PARTY roadway operations or required for the performance of maintenance obligations of the respective PARTY under this

AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.

#### **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. During construction, all PARTIES shall continue to maintain all portions of the PROJECT within their right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the PARTIES respectively.
- C. The responsibilities for all snow and ice removal from the roadways under jurisdiction of the respective PARTIES and for mowing and litter removal will be handled under a separate agreement between the PARTIES.
- D. Nothing herein is intended to prevent or preclude the PARTIES from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

#### **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the County of Du Page, the Village of Elk Grove Village, the City of Wood Dale and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of the Elgin O'Hare Expressway. The COUNTY shall have jurisdiction of the south frontage road from Wood Dale Road to Edgewood Avenue, the VILLAGE shall retain jurisdiction of Lively Boulevard north of Thorndale Avenue, and the CITY shall retain jurisdiction of Central Avenue, Sivert Drive, Dillon Drive, Edgewood Avenue and Lively Boulevard south of Thorndale Avenue, traversed or affected by the Elgin O'Hare Expressway except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

- D. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- G. In the event of a dispute between PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Director of Transportation/County Engineer of the COUNTY, the Village Manager of the VILLAGE 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 any dispute concerning the VILLAGE's IMPROVEMENTS, the CITY's IMPROVEMENTS, or the COUNTY's facilities and roadway's respectively, the decision of the Director of Transportation/County Engineer of the COUNTY with respect to the COUNTY'S IMPROVEMENTS, the Village Manager of the VILLAGE with respect to the VILLAGE'S IMPROVEMENTS and the Director of Public Works of the CITY with respect to the CITY'S IMPROVEMENTS 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 there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- I. This AGREEMENT may be executed in four (4) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- J. 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.
- K. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6009201 and it is doing business as a governmental entity, whose mailing address is the Village of Elk Grove Village, 901 Wellington Avenue, Elk Grove Village, Illinois 60007.

- L. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6008457 and it is doing business as a governmental entity, whose mailing address is the City of Wood Dale, 404 North Wood Dale Road, Wood Dale, Illinois 60191.
- M. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- N. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- O. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- P. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any of the PARTIES unless such provision is waived in writing.
- Q. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- R. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the COUNTY:

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

To the VILLAGE:

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

To the CITY:

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

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

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

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

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

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

**THE CITY OF WOOD DALE**

By: \_\_\_\_\_  
Annunziato Pulice, Mayor

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

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

**THE COUNTY OF DUPAGE**

By: \_\_\_\_\_

Daniel J. Cronin, Chairman  
DuPage County Board

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

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

Paul Hinds, County Clerk

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_

Greg M. Bedalov, Executive Director

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

By: \_\_\_\_\_

Michael Colsch, Chief of Finance

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

By: \_\_\_\_\_

David A. Goldberg, General Counsel

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

Approved as to Form and Constitutionality

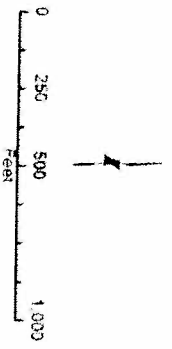
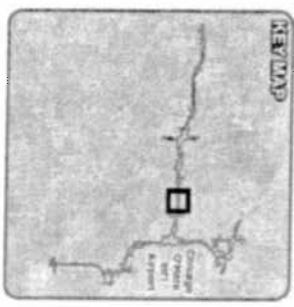
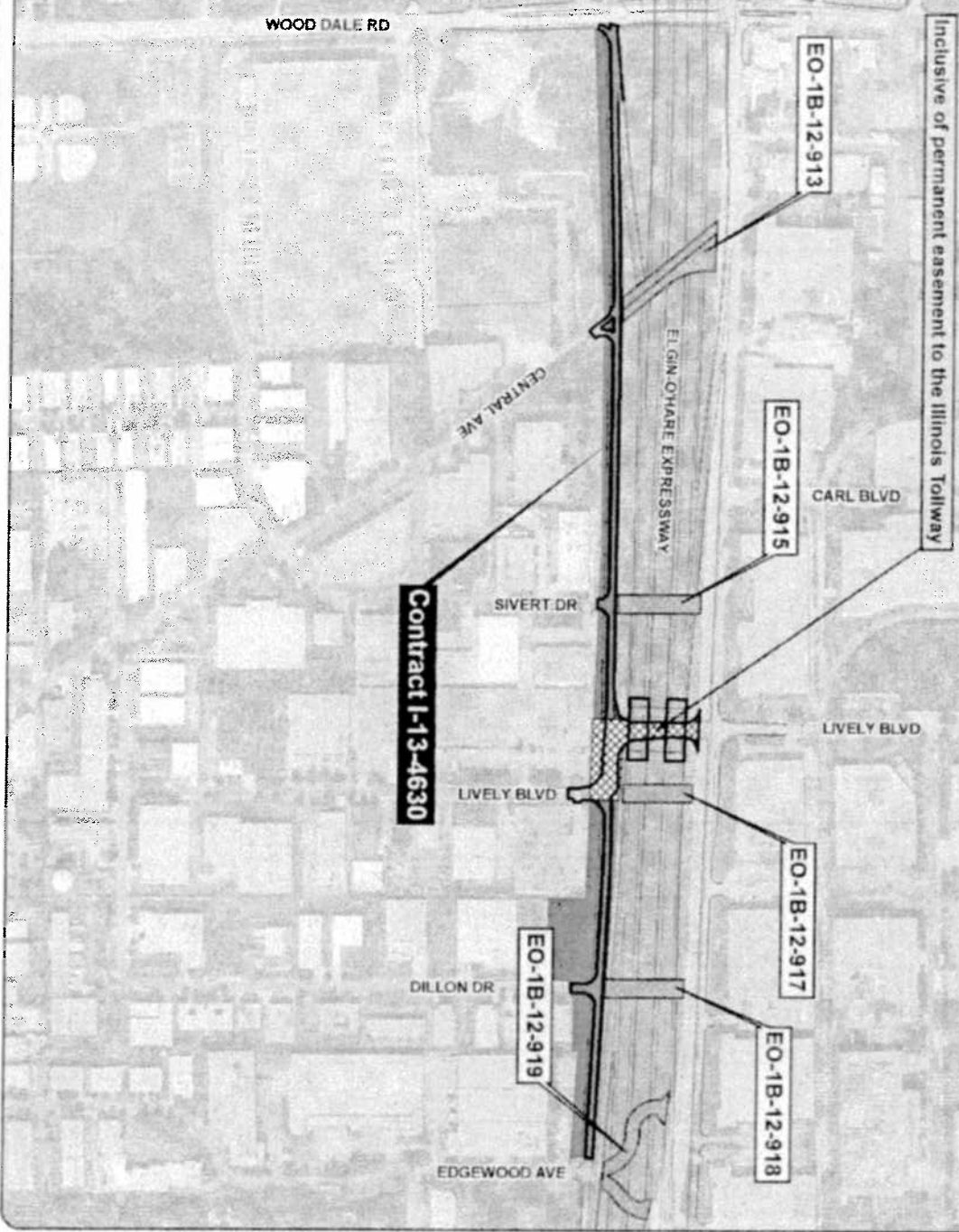
\_\_\_\_\_  
Robert T. Lane, Senior Assistant Attorney General, State of Illinois



# Elgin O'Hare Western Access

## LEGEND

- Project Improvements
- Contract I-13-4630
- Wood Dale Owned Parcels
- To be Conveyed to the City of Wood Dale
- To be Conveyed to DuPage County



## Exhibit A

City of Wood Dale Owned Parcels  
and Roadway Conveyance  
for Contract I-13-4630

## RESOLUTION NO. 20866

**Background**

It is in the best interest of The Illinois State Toll Highway Authority ("Tollway") to enter into an Intergovernmental Agreement ("IGA") with the Village of Schaumburg ("Village"). The Tollway is reconstructing and improving the Jane Addams Memorial Tollway (I-90). Its work includes the construction of an interchange at Meachem Road.

This IGA addresses the cost sharing with the Village associated with the utility relocation/abandonments required for the Meachem Road interchange as well as landscaping costs previously paid by the Village. The allocation of costs comports with the Tollway's interchange construction policy for local contribution. Specifically, the parties have each relocated separate water and sewer facilities in this area. After applying the parties their respective credits, including \$30,000 to the Village for landscaping work, there will be a balance owed to the Tollway in the estimated amount of \$83,035.44.

**Resolution**

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Toll Highway Authority and the Village of Schaumburg in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

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

Chairman



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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF SCHAUMBURG, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Contracts I-14-4180 and I-14-4207 (hereinafter referred to as the "PROJECT"); and

WHEREAS, the VILLAGE also owns, operates and maintains a water distribution system and a sanitary sewer system (hereinafter referred to as the "FACILITIES"), which is located on ILLINOIS TOLLWAY property and on VILLAGE property within the area to be traversed by the PROJECT and portions of the system will interfere with the PROJECT and must be relocated; and

WHEREAS, so not to delay the PROJECT schedules and to expedite the work on the PROJECT, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT the contract and provisions requiring the removal, relocation and the abandonment of the FACILITIES; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to remove, relocate and abandon the FACILITIES; and

WHEREAS, the VILLAGE and the ILLINOIS TOLLWAY agree to revise the permit already in place from the ILLINOIS TOLLWAY for the FACILITIES located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

WHEREAS, additional landscaping is required to complete the work on the VILLAGE's Convention Center site, and that the VILLAGE and the ILLINOIS TOLLWAY have agreed that this work will be undertaken by the VILLAGE as part of the PROJECT, (hereinafter referred to as "Convention Center Landscaping"); and

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

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

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

#### **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT and the FACILITIES, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- C. The VILLAGE shall review the construction plans and specifications which impact their FACILITIES within twenty-five (25) calendar days of receipt thereof. The plan submittals shall be at 60%, 90% and 100% completion levels. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the respective plans and specifications submittal. Approval by the VILLAGE shall mean they agree with all specifications in the plans, including alignment and location of the FACILITIES. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. 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 (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account

agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

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

## **II. RIGHT OF WAY**

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

## **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities and FACILITIES.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to ILLINOIS TOLLWAY facilities where they cross VILLAGE highway rights of way; and 2) to VILLAGE FACILITIES improved as part of the PROJECT.
- C. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, and on proposed VILLAGE rights of way where improvements to VILLAGE highways are proposed by the VILLAGE to be done in conjunction with the PROJECT. The PARTIES agree that for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted, they will become PROJECT costs.

- D. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE's FACILITIES are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to revise the permit already in place for the FACILITIES, and to abide by all conditions set forth therein. The VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or FACILITIES to be adjusted.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain the VILLAGE's concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The VILLAGE shall advertise and receive bids, obtain ILLINOIS TOLLWAY concurrence as to the amount of bids (for work to be funded wholly or partially by the ILLINOIS TOLLWAY before award), award the contract(s), provide construction engineering inspections and cause the Convention Center Landscaping to be constructed as agreed to by the ILLINOIS TOLLWAY and the VILLAGE, subject to adding these costs as PROJECT costs to be split 50%/50% by the ILLINOIS TOLLWAY and the VILLAGE as hereinafter stipulated.
- C. After award of the construction contract(s), any proposed deviations from the approved construction plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- D. After award of the construction contract(s), assuming there are no proposed deviations from the approved construction plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar day's written notice to the VILLAGE prior to commencement of work on the PROJECT.
- E. The VILLAGE and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's FACILITIES. The VILLAGE shall assign

personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's FACILITIES, 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.

- F. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than thirty (30) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within thirty (30) 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 VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event that said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within 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 VILLAGE shall perform such joint re-inspections within fifteen (15) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- H. The ILLINOIS TOLLWAY shall have the right and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications provided the VILLAGE has been given the opportunity to review the proposed PROJECT scope change and to participate in the decision making process. The VILLAGE shall be credited for any pre-payment made towards uncompleted work upon their next payment.

## **V. FINANCIAL**

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs. It is further agreed that construction engineering shall be computed as 10% of actual final construction costs.

- C. A 1% credit based upon construction costs to the VILLAGE's construction engineering reimbursement to the ILLINOIS TOLLWAY, shall be given to the VILLAGE for the retention of a consultant for the purposes of aiding the ILLINOIS TOLLWAY, by providing community outreach during the construction of the PROJECT. The construction engineering services shall include, but not be limited to: public contact including coordinating with businesses, handling motorist public requests and questions, attending coordination meetings with the contractor(s), ILLINOIS TOLLWAY staff and consultants, and provide the VILLAGE with progress reports.
- D. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the removal, relocation and abandonment of the FACILITIES for the Meacham Road Interchange is \$1,004,152.80 for construction costs, \$50,207.64 (5% of construction costs) for preliminary and design engineering and \$90,373.75 (9% of construction costs) for construction engineering for an estimated cost of \$1,144,734.19. The VILLAGE shall be responsible for 50% of the estimated costs for the removal, relocation and abandonment of the Meacham Road Interchange FACILITIES estimated at \$572,367.09.
- E. It is mutually agreed that the VILLAGE has previously performed relocation and abandonment of their FACILITIES elsewhere in the PROJECT which is estimated at \$918,663.30. The VILLAGE shall receive a 50% credit of \$459,331.65 for the abandonment of the FACILITIES elsewhere in the PROJECT, previously performed by the VILLAGE.
- F. It is also agreed by the PARTIES hereto that the VILLAGE shall be responsible for the Convention Center Landscaping which is estimated at \$60,000.00. The Village shall receive a 50% credit of \$30,000.00 for the Convention Center Landscaping.
- G. In summation, it is agreed by the PARTIES hereto that the estimated cost of the VILLAGE's share is \$572,367.10 for the relocation of their FACILITIES for the Meacham Road Interchange. It is also agreed by the PARTIES hereto that the VILLAGE shall receive a 50% credit toward their financial obligation for the relocation and abandonment of their FACILITIES elsewhere in the PROJECT, an amount equal to \$459,331.65 and shall also receive a 50% credit toward their financial obligation of \$30,000.00. Therefore the VILLAGE's estimate of their financial obligation for the FACILITIES in regards to this AGREEMENT is estimated at \$83,035.44.
- H. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with 50% of the FACILITIES for the Meacham Road Interchange as described in the Recital section of this AGREEMENT.
- I. 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, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY

the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on actual quantities used and contract unit prices for the PROJECT.

- J. Either the VILLAGE or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **VI. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. 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.
- C. 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.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, the FACILITIES, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- C. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the FACILITIES located at and on ILLINOIS TOLLWAY property and VILLAGE property, in its entirety.
- D. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the FACILITIES.

- E. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to said FACILITIES on ILLINOIS TOLLWAY property, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said FACILITIES on ILLINOIS TOLLWAY property in conjunction with the ILLINOIS TOLLWAY's proposed improvement.
- F. In the event the VILLAGE fails to maintain the FACILITIES located on ILLINOIS TOLLWAY property by permit, in its entirety and the ILLINOIS TOLLWAY is required to maintain such FACILITIES to protect the integrity of the ILLINOIS TOLLWAY's Toll Highway from imminent danger, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for the cost of the emergency maintenance plus 10% for overhead within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.

#### **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. During construction, the VILLAGE shall continue to maintain all portions of the FACILITIES that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

#### **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Village of Schaumburg and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time



representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Transportation 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.
- F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's FACILITIES, or a dispute concerning the plans and specifications for the VILLAGE's FACILITIES, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Transportation shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's FACILITIES, the decision of the VILLAGE's Director of Transportation 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.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-2491861 and it is doing business as a governmental entity, whose mailing address is Village of Schaumburg, 101 Schaumburg Court, Schaumburg, Illinois 60193.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.

- L. 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.
- M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the VILLAGE:

The Village of Schaumburg  
101 Schaumburg Court  
Schaumburg, Illinois 60193  
Attn: Village Manager

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

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

**THE VILLAGE OF SCHAUMBURG**

By: \_\_\_\_\_  
Al Larson, Village President

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

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

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

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

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

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

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

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

Approved as to Form and Constitutionality

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

## RESOLUTION NO. 20867

**Background**

It is in the best interest of The Illinois State Toll Highway Authority ("Tollway") to enter into an Intergovernmental Agreement ("IGA") with the Village of Schaumburg ("Village"). The Tollway is reconstructing and improving the Jane Addams Memorial Tollway (I-90). Its work includes the construction of an interchange at Meachem Road.

This IGA addresses the cost sharing with the Village associated with the right of way acquisition and construction of the Meachem Road interchange. The allocation of costs comports with the Tollway's interchange construction policy for local contribution. Specifically, the IGA addresses the costs associated with the ramps, utility relocations, and engineering expenses. The costs are largely divided on a 50/50 basis consistent with the Tollway's interchange policy. After totaling the charges and applying credits, the Village's estimated cost responsibility is \$10,236,005.71.

**Resolution**

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Toll Highway Authority and the Village of Schaumburg in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

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

Chairman

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF SCHAUMBURG, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Contracts I-14-4207 and I-15-4234 (hereinafter referred to as the "PROJECT") by making the following improvements:

**I-14-4207**

The improvements to be constructed under this contract shall be performed along I-90 from Roselle Road to I-290/Illinois Route 53 and shall include pavement and shoulder removal, mainline pavement reconstruction and widening, reconstruction of the westbound exit ramp and eastbound entrance ramp at the Roselle Road interchange, construction of a westbound exit ramp and westbound entrance ramp at Meacham Road, retaining wall construction, guardrail installation, installing pavement marking and signing, mainline and underpass lighting installation, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

**I-15-4234**

The improvements to be constructed under this contract shall also be performed along I-90 from Roselle Road to I-290/Illinois Route 53 and shall include reconstruction of the mainline inside lanes, resurfacing of the I-290 Interchange ramps, construction of sign and ITS gantry foundations and overhead structures, removal of existing guardrail sections and the installation of new guardrail sections and terminal sections, removal and replacement of the existing drainage system, construction of a noise abatement wall along the westbound CD road, installing pavement marking and signing, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE and the ILLINOIS TOLLWAY have executed a Memorandum of Understanding ("MOU") dated April 24, 2013, as a basis for interagency cooperation in the construction of a partial access interchange at I-90 and Meacham Road to be done in two (2) phases; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE have entered into other Intergovernmental Agreements and shall enter into future Intergovernmental Agreements in relation to the I-90 Corridor; and

WHEREAS, the PROJECT necessitates the partial relocation and abandonment of the VILLAGE's water main which is located on I-90 pursuant to ILLINOIS TOLLWAY permits NW94-13 and NW65-13, and the VILLAGE's sanitary sewer pursuant to ILLINOIS TOLLWAY permit NW73-7 respectively, between Meacham Road and Plum Grove Road; and

WHEREAS, subsequent to this AGREEMENT, the VILLAGE agrees to amend the permits NW94-13 and NW65-13 for the water main and permit NW73-7 for the sanitary sewer obtained from the ILLINOIS TOLLWAY by updating the locations of the water main and sanitary sewer at no cost to the VILLAGE, and to abide by all conditions set forth therein; and

WHEREAS, the VILLAGE may retain a consultant to oversee the VILLAGE's interests in the PROJECT. The construction engineering services shall include, but not be limited to: public contact including coordinating with businesses, handling motoring public requests and questions, attending coordination meetings with the contractor(s) and the ILLINOIS TOLLWAY's consultants, provide the VILLAGE with progress reports, traffic management, and administration of the AGREEMENT including review of cost participation; and

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

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

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

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final construction plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The VILLAGE shall review the construction plans and specifications which impact their respective maintained highways within twenty-five (25) calendar days of receipt thereof. The plan submittals shall be at 60%, 90% and 100% completion levels. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the respective plans and specifications submittal. Approval by the VILLAGE shall mean they 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 VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

## **II. RIGHT OF WAY**

- A. The ILLINOIS TOLLWAY shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. Any property acquired previously by the VILLAGE and transferred to the ILLINOIS TOLLWAY for the PROJECT shall be considered a PROJECT cost, and part of the

VILLAGE's individual overall contribution to the PROJECT. The Fair Cash Market Value of such interests, as determined by a professional appraisal and agreed to by both the VILLAGE and the ILLINOIS TOLLWAY, shall be considered a PROJECT cost and credited to the VILLAGE's overall PROJECT obligations.

- C. Prior to the transfer of real property owned by the VILLAGE, to advance the PROJECT and not delay any schedules, the VILLAGE shall consent to, authorize and grant permission without reservation, and without encumbrance of the permitting process, to the ILLINOIS TOLLWAY or its contractor(s), the use and entry onto all real property owned by the VILLAGE that is required to construct the PROJECT. In addition, the VILLAGE shall waive any contractor's surety bonding requirement. Approval shall not be unreasonably withheld by the VILLAGE.
- D. Right of way acquired exclusively for construction of I-90 or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.
- E. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.
- F. The ILLINOIS TOLLWAY, as a PROJECT expense, 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.
- G. If during the construction of the PROJECT it becomes necessary for either PARTY to enter upon and temporarily use lands owned by the other PARTY, then permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.
- H. For purposes of financial consideration "Right-Of-Way Costs" incurred by the ILLINOIS TOLLWAY shall include the purchase price, court ordered judgments and final settlement amounts. Furthermore the expenses for title research, survey preparation, appraisal, negotiations, relocation, and court proceedings together with any other incidental expenses typically necessary to effectuate the acquisition of right-of-way shall be included into the final tally of "Right-Of-Way Cost" as addressed in SECTION V. of this AGREEMENT.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.



- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to ILLINOIS TOLLWAY facilities where they cross VILLAGE highway rights of way; and 2) to VILLAGE facilities improved as part of the PROJECT.
- C. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, and on proposed VILLAGE rights of way where improvements to VILLAGE highways are proposed by the VILLAGE to be done in conjunction with the PROJECT. The PARTIES agree that for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted, they will become PROJECT costs.
- D. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted. Any costs incurred as a result of this work is considered to be a PROJECT cost unless otherwise stipulated in this AGREEMENT.
- E. In the event that the work proposed by the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, as shown on as built cable drawings, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system. The VILLAGE shall be notified of any conflicts prior to any adjustments or relocation and shall have the opportunity to discuss alternatives for resolution with the ILLINOIS TOLLWAY.
- F. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to mitigate the potential impacts of such changes, including bearing the costs, unless such expense is due to error or omission by ILLINOIS TOLLWAY staff, consultant or contractor. In the event the cost is related to infrastructure that is in VILLAGE right of way, the ILLINOIS TOLLWAY shall be responsible for those costs.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain the VILLAGE's concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the approved construction plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the approved construction plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar day's written notice to the VILLAGE prior to commencement of work on the PROJECT.
- D. The VILLAGE and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's system. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than thirty (30) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within thirty (30) 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 VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event that said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within 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 VILLAGE shall perform such joint re-inspections within fifteen (15) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- G. The ILLINOIS TOLLWAY shall have the right and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications provided the VILLAGE has been given the opportunity to review the proposed PROJECT scope change and to participate in the decision making process. The VILLAGE shall be credited for any pre-payment made towards uncompleted work upon their next payment.

## **V. FINANCIAL**

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The ILLINOIS TOLLWAY shall be responsible for 100% of the cost of engineering, construction and construction engineering associated with the I-90 mainline pavement construction.
- C. The ILLINOIS TOLLWAY and the VILLAGE shall be responsible for 50% each of the incremental cost difference of additional work necessary to construct and/or accommodate the future interchange which represents the cost of the westbound exit and entrance ramps.
- D. The VILLAGE shall be responsible for 100% of the design cost, to design a staircase for the Schaumburg Convention Center, at the VILLAGE's request to add this staircase to the ILLINOIS TOLLWAY's PROJECT and then decided not to include the staircase at this time into the PROJECT.
- E. Funds expended by any of the PARTIES, including funds used for design engineering, land acquisition, utility relocation and construction necessary to complete a partial access interchange shall be deemed as a credit toward the PROJECT. The expenditure of funds must be tracked by the respective PARTY and shared with the PARTIES prior to reconciling the overall financial contribution of each party.
- F. The ILLINOIS TOLLWAY's contribution toward the PROJECT will be in accordance with the ILLINOIS TOLLWAY's Interchange Policy which stipulates that toll rates and toll collection will recover the interchange expenses within a ten (10) year period.

- G. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs, construction engineering shall be computed as 10% of actual construction costs.
- H. A 1% credit based upon construction costs to the VILLAGE's construction engineering reimbursement to the ILLINOIS TOLLWAY, shall be given to the VILLAGE for the retention of a consultant for the purposes of aiding the ILLINOIS TOLLWAY, by providing community outreach during the construction of the PROJECT. The construction engineering services shall include, but not be limited to: public contact including coordinating with businesses, handling motoring public requests and questions, attending coordination meetings with the contractor(s), ILLINOIS TOLLWAY staff and consultants, and provide the VILLAGE with progress reports. This credit shall also be given to the VILLAGE in future Intergovernmental Agreements with the ILLINOIS TOLLWAY associated with the I-90 corridor.
- I. The ILLINOIS TOLLWAY and VILLAGE financial responsibility shall be as estimated and shown on "Table A", attached hereto.
- J. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE is \$8,132,356.71 for construction costs, \$406,620.00 (5% of construction costs) for preliminary and design engineering and \$731,910.00 (9% of construction costs) for construction engineering for a total estimated cost of \$9,270,886.71.
- K. The VILLAGE's share of costs for right of way acquisition is \$1,864,519.00 and the VILLAGE's cost of the VILLAGE requested staircase design, of which the VILLAGE decided not to build is \$68,600.00, making the VILLAGE responsible for the total estimated costs of \$11,204,005.71.
- L. The VILLAGE shall receive a credit of \$900,000.00 for the acquisition of parcel NW-6C-13-017 and a credit of \$68,000.00 for the relocated portion of the bike path that the ILLINOIS TOLLWAY would of been responsible for east of Meacham Road and south of I-90 because of the PROJECT improvements. Therefore the VILLAGE's adjusted cost responsibility for this PROJECT is \$10,236,005.71.
- M. 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, an amount equal to 40% of the estimated cost of their responsibilities as outlined in Article V.L. in this AGREEMENT. The VILLAGE further agrees that it will pay to said ILLINOIS TOLLWAY upon receipt of an invoice from the ILLINOIS TOLLWAY an amount equal to 40% on October 1, 2016 based upon the estimated cost of construction as outlined in Article V.L. in this AGREEMENT. The VILLAGE shall pay to the ILLINOIS TOLLWAY upon receipt of an invoice, subsequent to the completion of the PROJECT the remainder of its obligation in a lump sum, based on the actual quantities used and contract unit prices for the PROJECT. In the event that the total VILLAGE obligations exceed the estimated VILLAGE costs as specified in Article

V.L. of this AGREEMENT, said costs shall be cause for an Amendment prior to payment of said excess costs.

- N. The VILLAGE may defer payment to the ILLINOIS TOLLWAY if PROJECT milestones are not reached in accordance with the contract completion dates as outlined in the PROJECT contract. At such time that PROJECT milestones are reached, the VILLAGE shall remit payment as specified in Article V.M.
- O. Either the VILLAGE or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the 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.
- P. Property interests transferred by the VILLAGE and necessary for the PROJECT and subsequent ILLINOIS TOLLWAY operational needs shall be transferred to the ILLINOIS TOLLWAY for nominal consideration and in a form approved by the ILLINOIS TOLLWAY. The Fair Cash Market Value of such interests, as determined by a professional appraisal and as agreed to by both the VILLAGE and the ILLINOIS TOLLWAY, shall be considered a PROJECT cost and shall be credited to the VILLAGE's overall PROJECT obligations. Any credits shall be applied towards the VILLAGE's next payment immediately following when the credit was incurred.

## **VI. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
  - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.

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

- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, the VILLAGE's relocated water main and sanitary sewer crossings between Meacham Road and Plum Grove Road in accordance with the ILLINOIS TOLLWAY permits, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

## **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. Nothing herein is intended to prevent or preclude the VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Village of Schaumburg and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Transportation 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.
- F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's water main and sanitary sewer relocations, or a dispute concerning the plans and specifications for the VILLAGE's water main and sanitary sewer relocations, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Transportation shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's water main and sanitary sewer relocations, the decision of the VILLAGE's Director of Transportation 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.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-2491861 and it is doing business as a governmental entity, whose mailing address is Village of Schaumburg, 101 Schaumburg Court, Schaumburg, Illinois 60193.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of



such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.

- L. 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.
- M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the VILLAGE:	The Village of Schaumburg 101 Schaumburg Court Schaumburg, Illinois 60193 Attn: Village Manager
-----------------	----------------------------------------------------------------------------------------------------------

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

(This space intentionally left blank)

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

**THE VILLAGE OF SCHAUMBURG**

By: \_\_\_\_\_  
Al Larson, Village President

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

\_\_\_\_\_

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

Date:

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

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

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

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

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

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

Approved as to Form and Constitutionality

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

**TABLE A**

I-14-4207 (Outside Mainline Reconstruction, Roselle to I-290 (IL 53))	Total Cost	Tollway Responsibility		VOS Responsibility	
CD Road (1 Lane + Inside Shoulder from Meacham CL to end of Gorge)	\$1,818,362.07		\$909,481.03		\$909,481.03
Pumps	\$13,729,736.37		\$6,869,869.18		\$6,869,869.18
Village Utility Crossings Near Meacham Water and Sanitary	\$23,079.75		\$26,539.38		\$26,539.38
Signal Installation Work	\$222,060.00		\$111,030.00		\$111,030.00
Inside Lanes Work	\$390,874.22		\$195,437.11		\$195,437.11
Sub Total	\$16,264,712.41		\$8,132,356.71		\$8,132,356.71
Design Costs (5%)	\$813,235.62		\$406,620.00		\$406,620.00
Construction Management Costs (5%)	\$1,463,820.00		\$731,910.00		\$731,910.00
Village Requested Structure Design	\$68,000.00				\$68,000.00
ROW Costs	\$4,442,100.00		\$2,577,581.00		\$1,864,519.00
<b>Total</b>	<b>\$23,052,473.41</b>		<b>\$11,849,468.71</b>		<b>\$11,204,005.71</b>

This estimate is not inclusive of the work done in contract I-13-4168, Meacham roadway and bridge over I-50.  
 The CD Road line cost is only representative of the portion of the CD road to which is necessary in the no interchange option.  
 The right of way work represents portions of the interchange improvements that will be completed in contract I-15-4234.

ROW COST PARTICIPATION			
PARCEL #	COST	TOLLWAY	VOS
NW-6C-13-010	\$ 425,000.00	\$ 290,688.00	\$ 134,312.00
NW-6C-13-016	\$ 3,117,100.00	\$ 1,836,892.00	\$ 1,280,208.00
NW-6C-13-017	\$ 920,000.00	\$ 450,000.00	\$ 450,000.00
NW-6C-13-025	\$0.00	\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total</b>	<b>\$ 4,442,100.00</b>	<b>\$ 2,577,581.00</b>	<b>\$ 1,864,519.00</b>

VOS CREDITS	
Village Risk Path	\$ 68,000.00
Village ROW NW-6C-13-017	\$ 909,000.00
<b>Total</b>	<b>\$ 968,000.00</b>

## RESOLUTION NO. 20868

**Background**

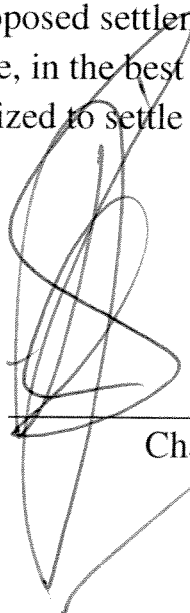
It is in the best interest of the Illinois State Toll Highway Authority to settle a DuPage County eminent domain action titled ISTHA v. Ridgeway, 2014 ED 18. The property has been identified as Tollway Parcel EO-1B-12-008. The Tollway required 1.2740 acres full fee, located at 19W155 Thorndale Avenue, for the construction of the Elgin-O'Hare Tollway. The property is located in or near Itasca, Illinois.

The Tollway's appraiser valued the property at \$555,000. The property owner's appraiser valued the property at \$1,220,000. After an evidentiary hearing, the Court set Preliminary Just Compensation "PJC" at \$776,972. This amount has been posted by the Tollway. The parties have tentatively agreed to fully settle the matter for the amount of PJC, or \$776,972.

**Resolution**

The proposed settlement in the amount of \$776,972 is determined to be fair and reasonable, in the best interest of the Tollway, and the General Counsel is hereby authorized to settle the above referenced litigation for a value not to exceed this amount.

Approved by:

  
\_\_\_\_\_

Chairman

## RESOLUTION NO. 20869

**Background**

The Illinois State Toll Highway Authority ("Tollway") has negotiated a proposed settlement regarding an automotive personal injury case (No. 2012 L 00249, Circuit Court DuPage County) with Plaintiff, David Capers, and his attorney in the amount of \$72,500.00. It is in the best interest of the Tollway to go forward with the settlement.

**Resolution**

The settlement of David Capers' lawsuit is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chair or the Executive Director is authorized to execute the final settlement agreement, the General Counsel is authorized to execute any and all other documents necessary 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