

RESOLUTION NO. 20199

**Background**

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Snow Plow Trucks through the Central Management Services (“CMS”) master contract with Rush Truck Centers (Tollway Contract No. 14-0001). 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**

Contract No. 14-0001 is approved in an amount not to exceed \$2,141,827.68; the Tollway’s Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

RESOLUTION NO. 20200

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Waste-Hauling Services through the Central Management Services ("CMS") master contract with Independent Recycling Services, Inc. and Allied Waste Transportation, Inc. (doing business as Republic Services, Inc.) (Tollway Contract No. 13-0142). 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**

Contract No. 13-0142 is approved in an aggregate amount not to exceed \$360,654.00; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: Paula Cozz  
Chair

## RESOLUTION NO. 20201

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring a Vendor Managed Inventory ("VMI") Program. Pursuant to Tollway Request for Proposal No. 13-0171, which proposals were evaluated by a selection committee, the Tollway has determined that Genuine Parts Company (doing business as NAPA Auto Parts) provides the best value for a Vendor Managed Inventory ("VMI") Program for an upper limit of compensation not to exceed \$15,495,877.84.

**Resolution**

The proposal from Genuine Parts Company (doing business as NAPA Auto Parts) is accepted; Contract No. 13-0171 is approved in an amount not to exceed \$15,495,877.84; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:                     *Paula Coffey*                      
Chair

## RESOLUTION NO. 20202

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Enterprise Resource Planning ("ERP") Advisory and Management Services. Pursuant to Tollway Request for Proposal No. 13-0002, which proposals were evaluated by a selection committee, the Tollway has determined that International Consulting Acquisition Corp. (doing business as ISG Public Sector) provides the best value for Enterprise Resource Planning ("ERP") Advisory and Management Services for an upper limit of compensation not to exceed \$4,029,500.00.

**Resolution**

The proposal from International Consulting Acquisition Corp. (doing business as ISG Public Sector) is accepted; Contract No. 13-0002 is approved in an amount not to exceed \$4,029,500.00; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20203

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Mowing Tractors and Equipment. Pursuant to the Tollway's Invitation for Bid No. 13-0099, the Tollway has determined that Martin Implement Sales, Inc. and WHE, Ltd. are the lowest responsible bidders for certain aspects of the Mowing Tractors and Equipment procurement, for an aggregate upper limit of compensation not to exceed \$581,711.00.

**Resolution**

The bids from Martin Implement Sales, Inc. (\$304,263.00) and WHE, Ltd. (\$277,448.00) are accepted; Contract No. 13-0099 is approved in an aggregate amount not to exceed \$581,711.00; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20204

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Winter Roadway Abrasives. Pursuant to the Tollway's Invitation for Bid No. 13-0188, the Tollway has determined that Thelen Materials, LLC is the lowest responsible bidder for Winter Roadway Abrasives for an upper limit of compensation not to exceed \$329,196.00.

**Resolution**

The bid from Thelen Materials, LLC is accepted; Contract No. 13-0188 is approved in an amount not to exceed \$329,196.00; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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

Handwritten signature of Paul Lopez in cursive script, written over a horizontal line.

Chair

## RESOLUTION NO. 20205

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to immediately procure Winter Roadway Abrasives. This Emergency Contract provides an immediate source for these abrasives which are an integral part of the Tollway's snow and ice control operation. Pursuant to Illinois Statute 30 ILCS 500/20-30 and JCAR Section 1.2030 of the Central Procurement Authority of the Chief Procurement Officer for General Services, it is necessary and in the best interest of the Tollway to immediately procure these goods and/or services by Emergency Contract No. 14-0002 in the amount of \$158,358.00 from Thelen Materials, LLC.

**Resolution**

The emergency procurement of Winter Roadway Abrasives from Thelen Materials, LLC is accepted; Contract No. 14-0002 is approved in an amount not to exceed \$158,358.00; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

RESOLUTION NO. 20206

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4620 for Bridge Demolition and Grading on the Jane Addams Memorial Tollway (I-90) from Milepost 74.3 to Milepost 74.4 (Des Plaines Oasis). The lowest responsible bidder on Contract No. I-13-4620 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$4,066,901.50.

**Resolution**

Contract No. I-13-4620 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$4,066,901.50, 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:                     *Paula Cozz*                      
Chair

1/23/14

6.2/2

RESOLUTION NO. 20207

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-5686 for Retaining Wall and Noise Wall Construction on the Jane Addams Memorial Tollway (I-90) from Milepost 56.8 (West of IL 25) to Milepost 59.1 (IL 59). The lowest responsible bidder on Contract No. I-13-5686 is Plote Construction, Inc. in the amount of \$12,570,063.58.

**Resolution**

Contract No. I-13-5686 is awarded to Plote Construction, Inc. in the amount of \$12,570,063.58, 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: \_\_\_\_\_

  
Chair

## RESOLUTION NO. 20208

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4165 for Intermediate Power Distribution and Communication (IPDC) Facility Fabrication and Installation on the Jane Addams Memorial Tollway (I-90) from Milepost 18.5 (East of Kishwaukee River) to Milepost 53.1 (West of Elgin Plaza). The lowest responsible bidder on Contract No. I-13-4165 is Meade, Inc. in the amount of \$10,366,603.06.

**Resolution**

Contract No. I-13-4165 is awarded to Meade, Inc. in the amount of \$10,366,603.06, 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: \_\_\_\_\_

  
Chair

## RESOLUTION NO. 20209

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Design Services for Roadway Reconstruction on the Reagan Memorial Tollway (I-88) from Milepost 138.1 (York Road Plaza) to Milepost 140.5 (I-290), Contract No. RR-13-4116. Parsons Transportation Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,348,578.95. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Parsons Transportation Group, Inc., to obtain Design Services, Contract No. RR-13-4116, with an upper limit of compensation not to exceed \$3,348,578.95, subject to review and 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: \_\_\_\_\_



Chair

1/23/14

6.2/5

RESOLUTION NO. 20210

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design and Construction Management Upon Request Services on the Elgin O’Hare Western Access (EOWA), Contract No. I-13-4625. Graef-USA Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Graef-USA Inc., to obtain Design and Construction Management Upon Request Services, Contract No. I-13-4625, with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and 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: \_\_\_\_\_

  
Chair

1/23/14

6.2/6

RESOLUTION NO. 20211

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Advance Work on the Elgin O'Hare Western Access (EOWA) from I-290 to IL 83, Contract No. I-13-4626. Civiltech Engineering has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$4,247,645.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Civiltech Engineering, to obtain Construction Management Services, Contract No. I-13-4626, with an upper limit of compensation not to exceed \$4,247,645.00, subject to review and 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: \_\_\_\_\_

  
Chair

1/23/14

6.2/7

RESOLUTION NO. 20212

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Upon Request Services on the Jane Addams Memorial Tollway (I-90), Contract No. I-13-4152. Omega & Associates, Inc. / AMEC Environment & Infrastructure, Inc., (JV) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$7,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Omega & Associates, Inc. / AMEC Environment & Infrastructure, Inc., (JV), to obtain Construction Management Upon Request Services, Contract No. I-13-4152, with an upper limit of compensation not to exceed \$7,000,000.00, subject to review and 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: \_\_\_\_\_



Chair

## RESOLUTION NO. 20213

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Design Upon Request Services, Systemwide, Contract No. RR-13-4151. EJM Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$6,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with EJM Engineering, Inc., to obtain Design Upon Request Services, Contract No. RR-13-4151, with an upper limit of compensation not to exceed \$6,500,000.00, subject to review and 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: \_\_\_\_\_



Chair

## RESOLUTION NO. 20214

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Upon Request Services, Systemwide, Contract No. RR-13-5681. Infrastructure Engineering, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,999,969.56. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Infrastructure Engineering, Inc., to obtain Design Upon Request Services, Contract No. RR-13-5681, with an upper limit of compensation not to exceed \$3,999,969.56, subject to review and 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: \_\_\_\_\_

  
Chair

RESOLUTION NO. 20215

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Upon Request Services, Systemwide, Contract No. RR-13-9149. David Mason & Associates of Illinois, Ltd. / Horner & Shifrin, Inc. (JV) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with David Mason & Associates of Illinois, Ltd. / Horner & Shifrin, Inc. (JV), to obtain Design Upon Request Services, Contract No. RR-13-9149, with an upper limit of compensation not to exceed \$2,500,000.00, subject to review and 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:                     *Paula Cozz*                      
Chair

1/23/14

6.2/11

RESOLUTION NO. 20216

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Upon Request Services, Systemwide, Contract No. RR-13-4153. Cotter Consulting, Inc. / CivCon Services, Inc. (JV) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$6,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Cotter Consulting, Inc. / CivCon Services, Inc. (JV), to obtain Construction Management Upon Request Services, Contract No. RR-13-4153, with an upper limit of compensation not to exceed \$6,500,000.00, subject to review and 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: \_\_\_\_\_



Chair

1/23/14

6.2/12

RESOLUTION NO. 20217

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Upon Request Services, Systemwide, Contract No. RR-13-5682. Accurate Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Accurate Group, Inc., to obtain Construction Management Upon Request Services, Contract No. RR-13-5682, with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and 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:                     *Paul Cogg*                      
Chair

## RESOLUTION NO. 20218

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Construction Management Upon Request Services, Systemwide, Contract No. RR-13-9150. Atlas Engineering Group, Ltd. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Atlas Engineering Group, Ltd., to obtain Construction Management Upon Request Services, Contract No. RR-13-9150, with an upper limit of compensation not to exceed \$2,500,000.00, subject to review and 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: \_\_\_\_\_  
Chair

1/23/14

6.2/14

RESOLUTION NO. 20219

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Utility Location and Identification Upon Request Services, Systemwide, Contract No. RR-13-4154. HBK Engineering, LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with HBK Engineering, LLC, to obtain Utility Location and Identification Upon Request Services, Contract No. RR-13-4154, with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and 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: \_\_\_\_\_



Chair

1/23/14

6.2/15

RESOLUTION NO. 20220

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Materials Engineering Upon Request Services, Systemwide, Contract No. RR-13-4155. S.T.A.T.E. Testing, LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with S.T.A.T.E. Testing, LLC, to obtain Materials Engineering Upon Request Services, Contract No. RR-13-4155, with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and 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: \_\_\_\_\_

  
Chair

RESOLUTION NO. 20221

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19579 approved December 15, 2011, entered into an Agreement with BCP Tollway Partners (JV), on Contract No. I-11-5633, for Reconstruction and Add Lane on the Jane Addams Memorial Tollway (I-90) from Milepost 41.8 (U.S. Route 20) to Milepost 53.8 (Elgin Plaza).

BCP Tollway Partners (JV), Inc. has submitted a proposal to provide Supplemental Design Services for Contract No. I-11-5633, increasing the contract upper limit by \$178,500.00 from \$12,232,048.16 to \$12,410,548.16. It is necessary and in the best interest of the Tollway to accept the proposal from BCP Tollway Partners (JV).

**Resolution**

The Chief Engineer is authorized to negotiate a Supplemental Agreement with BCP Tollway Partners (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:                     *Paul Cogg*                      
Chair

1/23/14

6.2/17

RESOLUTION NO. 20222

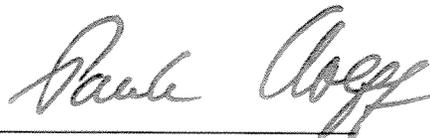
**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19869 approved on January 24, 2013, entered into Contract No. I-12-4066 with Lorig Construction Company for Roadway Widening & Bridge Reconstruction, I-57 Ramp B on the Tri-State Tollway (I-294) at I-57 Interchange, from Milepost 7.5 to Milepost 7.8. This Extra Work Order is to provide for a new water main installation; and the work identified by the contractor is necessary and in the best interest of the Tollway.

**Resolution**

The Extra Work Order in the amount of \$285,000.00 increasing the upper limit of compensation from \$30,371,685.75 to \$30,656,685.75 on Contract No. I-12-4066 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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



Chair

RESOLUTION NO. 20223

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19890 approved on February 28, 2013, entered into Contract No. I-13-4091 with Reyes Group, Ltd. for Municipal Utility Relocation on the Tri-State Tollway (I-294) at I-294/I-57 Interchange, from Milepost 7.7 to Milepost 8.4. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage in the amount of \$45,779.02 on Contract No. I-13-4091 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by:                     *Paula Cozz*                      
Chair

RESOLUTION NO. 20224

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19932 approved on March 28, 2013, entered into Contract No. RR-13-4094 with Earthwerks Land Improvement & Development Corp. for Drainage Improvements on the Tri-State Tollway (I-294) from Milepost 9.1 (Midlothian Creek) to Milepost 9.6 (Rexford Avenue). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage in the amount of \$37,273.16 on Contract No. RR-13-4094 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: Paul Coy  
Chair

1/23/14

6.2/20

RESOLUTION NO. 20225

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19725 approved on June 28, 2012, entered into Contract No. I-11-5629 with R.W. Dunteman Company for Interchange Grading and Dixie Creek Realignment on the Tri-State Tollway (I-294) from M.P. 7.25 to M.P. 7.65. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage in the amount of \$173,590.24 on Contract No. I-11-5629 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by:                     *Paul Coey*                      
Chair

RESOLUTION NO. 20226  
AMENDING RESOLUTION NO. 20192

**Background**

Resolution 19584, as amended by Resolutions 19881 and 19985, authorized acquisition of needed parcels and expenditures up to \$18,400,000.00 for any and all land acquisition fees and costs needed for the Jane Addams Memorial Tollway (I-90), Project No. I-11-4007. Resolution 20158, 20087, 20019, 19985, 19948, and 19904 identified parcels that may need to be acquired by condemnation. Resolution 20192 associated and connected the previously identified parcels with the previously authorized spending authority. Resolution 20192 must be amended to identify and add additional parcels to provide Land Acquisition the authority to acquire all real estate interests necessary for the Jane Addams Memorial Tollway (I-90) Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISHTA 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 20192 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 \$18,400,000.00 to pay for any and all land acquisition fees and costs including; shall include but is not limited to consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, 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.

RESOLUTION NO. 20226  
AMENDING RESOLUTION NO. 20192

**Resolution – Continued**

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 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 \$18,400,000.00.

Approved by: Paul Lopez  
Chair

1/23/14

6.2/21

RESOLUTION NO. 20226  
AMENDING RESOLUTION NO. 20192

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

**PROJECT: RR-11-4007- IDENTIFICATION OF PARCELS**

**JANE ADDAMS MEMORIAL TOLLWAY (I-90)**

**EXHIBIT "A"**  
**Project RR-11-4007**  
**I-90**

**I-90 PREVIOUSLY IDENTIFIED**

<u>PARCEL NUMBER</u>	<u>PIN NUMBER</u>	<u>NOTES</u>	<u>COUNTY</u>
NW-3B-12-001	08-06-200-015 08-06-200-013 08-06-200-004 08-06-200-014 08-06-200-011		Boone
NW-3B-12-002	08-06-200-016		Boone
NW-3B-12-003	08-05-100-004 08-05-200-002 08-05-100-002 08-05-100-003 08-05-100-001		Boone
NW-3B-12-004	08-04-300-003 08-04-400-004 08-04-400-003 08-04-100-014 08-04-400-002 08-04-100-007		Boone
NW-3C-12-001	08-11-300-016		Boone
NW-3C-12-002	08-13-100-001		Boone
NW-3C-12-003	16-18-100-001		McHenry
NW-3C-12-004	16-17-300-001 16-17-100-002 16-18-400-006		McHenry
NW-3C-12-005	16-17-400-002 16-17-400-008		McHenry
NW-3C-12-006	16-21-100-011		McHenry

**EXHIBIT "A"**  
**Project RR-11-4007**  
**I-90**

<u>PARCEL NUMBER</u>	<u>PIN NUMBER</u>	<u>NOTES</u>	<u>COUNTY</u>
NW-4A-12-001	16-36-200-006 17-31-100-004 16-36-400-001 17-31-300-001		McHenry
NW-4A-12-002	16-22-300-002		McHenry
NW-4A-12-003	16-26-200-006		McHenry
NW-4A-12-004	16-26-200-007		McHenry
NW-4A-12-005	16-25-300-001		McHenry
NW-4A-12-008	17-31-400-001		McHenry
NW-4B-12-001	01-12-200-005		Kane
NW-4B-12-002	01-03-426-001		Kane
NW-4C-12-003	02-16-400-007 02-15-300-005 02-21-200-003 02-22-100-010		Kane
NW-4D-12-001	03-32-200-020		Kane
NW-4C-12-001	02-25-100-008 02-25-200-001		Kane
NW-6A-12-005	06-01-403-003 06-01-403-005 06-01-376-022		Kane
NW-6A-12-006	06-01-200-002		Kane
NW-6A-12-008	03-34-423-027		Kane

**EXHIBIT "A"**  
**Project RR-11-4007**  
**I-90**

PARCEL NUMBER	PIN NUMBER	NOTES	COUNTY
NW-6C-13-005	08-07-403-021 08-07-402-007		Cook
NW-7A-13-004	08-22-101-010		Cook
NW-7A-13-007	08-22-401-019		Cook
NW-7A-13-008	08-26-101-003		Cook
NW-7A-13-010	08-26-204-012		Cook

**I-90 ADDED IDENTIFIED PARCELS**

PARCEL NUMBER	PIN NUMBER	NOTES	COUNTY
NW-7B-13-002	09-32-204-006		
	09-32-204-007		
	09-32-204-017		
	09-32-204-018		
	09-32-204-019		
	09-32-204-020		
	09-32-204-008		Cook
NW-3B-13-001	09-32-204-026		
	08-06-300-002		
	08-06-400-001		
	07-01-400-004		Boone
NW-4D-12-002	07-12-200-002		
	none - PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY		Kane
NW-4D-12-003		That part of Airport Road - PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8	Kane

RESOLUTION NO. 20227  
AMENDING RESOLUTION NO.19584

**Background**

Resolution 19584 authorized a budget of \$30,000,000.00 for Land Acquisition to acquire all needed parcels and move forward in its acquisition of all real estate and interests in real estate for the Elgin O'Hare Western Access, Project No. I-11-4011; including fee title, permanent easements, temporary easements, access control relative to said project, and to pay for any and all land acquisition fees, costs, services, as well as appraisals, negotiations, legal, title work, closings, relocations, acquisitions, filing suit for condemnation, aka eminent domain, for the Project. The Tollway's Land Acquisition Department continues to move forward in its acquisition of all real estate and interests in real estate for Project No. I-11-4011. This Resolution amending Resolution Number 19584 will increase said allocated funds by \$130,000,000.00 to \$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, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, and to pay any and all such other acquisition costs, fees, and expenses necessary to acquire all needed real estate and interests in real estate.

**Resolution**

The Tollway's Engineering Department by and through its Land Acquisition Manager, together with employees, vendors and agents are authorized to acquire all 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, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all needed real estate and interests in real estate, and for the payment of preliminary just compensation as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

1/23/2014

6.2/22

RESOLUTION NO. 20227  
AMENDING RESOLUTION NO.19584

**Resolution – Continued**

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

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

The Executive Director and/or the Land Acquisition Manager, subject to form and constitutionality approval of the General Counsel, and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to continue to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief of Finance is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the previously identified parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said previously identified parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$160,000,000.00.

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

  
Chair

1/23/2014

6.2/22

RESOLUTION NO. 20227  
AMENDING RESOLUTION NO.19584

**Resolution – Continued – Exhibit A**

**PROJECT: I-11-4011- Previously Identified Parcels**

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

**Elmhurst Road Interchange      PREVIOUSLY IDENTIFIED**

<u>PARCEL NUMBER</u>	<u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u>
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
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
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, 08-23-402-013
NW-7A-12-040	08-26-401-024, 08-26-411-006, 08-26-411-008 & 08-26-411-010
NW-7A-12-041	08-24-303-012

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

Elmhurst Road Interchange      **PREVIOUSLY IDENTIFIED**

<u>PARCEL NUMBER</u>	<u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u>
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
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**

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</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

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

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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
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

**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-12-172	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
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

**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-12-075	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
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

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

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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
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

## RESOLUTION NO. 20228

**Background**

The Tollway and the Village of Gilberts (“Village”) wish to enter an Intergovernmental Agreement. The Tollway intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39. The Tollway, because of this project, is adding impervious pavement area and must mitigate storm water runoff impacts and may be required by the laws of the State of Illinois with consideration of local ordinances to create enhanced or new storm water detention facilities, or purchase the storm water detention credits or values created by another entity which has created new storm water detention facilities. The Village owns and manages a regional storm water storage facility within village limits. The Tollway is in need of up to 8 acre feet of storm water detention volume for mitigation for the proposed added impervious area within the Tyler Creek Watershed. The Village is offering its detention credit program to the Tollway as a cost effective alternative to the Tollway constructing and maintaining new storm water detention facilities and the Tollway accepts the Village’s offer to purchase detention credits for an amount not to exceed \$480,000.

**Resolution**

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement with the Village of Gilberts for detention mitigation in substantially the form of the Intergovernmental Agreement attached to this Resolution, the Chairman or the Executive Director is hereby authorized and directed to execute the Agreement, and the Chief of Finance is authorized to issue payments as required by the Intergovernmental Agreement.

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



Chair

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY", and THE VILLAGE OF GILBERTS, 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 TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple TOLLWAY construction contract(s) including but not limited to Contracts I-12-4077, I-13-4115, I-12-4076 and I-13-4124 (hereinafter referred to as the "PROJECT") by making the following improvements:

**Contract I-12-4077**

The removal and reconstruction of the eastbound mainline I-90 pavement including an additional through lane; reconstruction of the mainline outside shoulder; guardrail removal and replacement; replacement of bridges carrying eastbound I-90 over the UP Railroad and Sleepy Hollow Road; construction of retaining walls; culvert installation; earth excavation and grading; removal of existing drainage systems; proposed drainage improvements; erosion and sediment control; pavement marking and signing improvements; lighting improvements; landscaping; temporary ITS modifications; and any other work necessary to complete the PROJECT in accordance with the approved plans and specifications;

**Contract I-13-4115**

The removal and reconstruction of the westbound mainline I-90 pavement; reconstruction of the mainline shoulders; guardrail removal and replacement; replacement of bridges carrying I-90 over the UP Railroad and Sleepy Hollow Road; construction of retaining walls; repairs to the Randall Road bridge over I-90; construction of concrete median barrier; earth excavation and grading; removal of existing drainage system; proposed drainage improvements; erosion and sediment control; pavement marking and signing; lighting improvements; ITS modifications; and any other work necessary to complete the PROJECT in accordance with the approved plans and specifications;

**Contract I-12-4076**

The reconstruction and widening of the eastbound mainline I-90 pavement; pavement marking and signing; reconstruction of the Illinois Route 47 Ramp D exit terminal; reconstruction of the Illinois Route 47 Ramp B entrance terminal; construction of a drainage system; guardrail installation as warranted; and any other work necessary to complete the PROJECT in accordance with the approved plans and specifications;

Contract I-13-4124

The reconstruction and widening of the westbound mainline I-90 pavement; pavement marking and signing; reconstruction of the Illinois Route 47 Ramp F entrance terminal; reconstruction of the Illinois Route 47 Ramp A exit terminal; construction of a drainage system; guardrail installation as warranted; median barrier and median shoulder construction; ITS installation; roadway lighting installation; and any other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the TOLLWAY, because of the PROJECT, is adding impervious pavement area and must mitigate storm water runoff impacts and may be required by the laws of the State of Illinois with consideration of local ordinances to create enhanced or new storm water detention facilities, or purchase the storm water detention credits or values created by another entity which has created new storm water detention facilities, (hereinafter referred to as the "DETENTION CREDITS"); and

WHEREAS, the March 2012 TOLLWAY Drainage Design Manual, (hereinafter called the "MANUAL"), specifies that detention storage volume shall be provided for all new impervious areas, and that detention facilities shall be designed with maximum allowable release rate criteria of 0.04 cfs/acre for the 2 year flood event and 0.10 cfs/acre (in consideration of local ordinances) for the 100 year flood event for the critical storm duration, detention storage volume must be provided for the PROJECT and subsequent detention; and

WHEREAS, the MANUAL specifies that regional detention storage is accepted as long as the 100 year release rate for the entire watershed does not exceed the stated MANUAL requirements, the TOLLWAY proposes to provide regional detention within the Tyler Creek Watershed; and

WHEREAS, the VILLAGE owns and manages a regional storm water storage facility located west of Riemer Way, east of East End Drive, and south of Sola Drive within the VILLAGE limits, known as Lot 50 in the original Riemer Industrial Park with a capacity of 38.7 acre feet that is located on non-buildable property protected from future development/use by a permanent open space easement maintained by the VILLAGE and is available for the TOLLWAY's use; and

WHEREAS, the TOLLWAY is in need of 8.0 acre feet of storm water detention volume for DETENTION CREDITS for the proposed added impervious area within the Tyler Creek Watershed, caused by the proposed construction of the above mentioned TOLLWAY Contracts; and

WHEREAS, the VILLAGE is offering its detention credit program to the TOLLWAY as a cost effective alternative to the TOLLWAY constructing and maintaining new storm water detention facilities, in accordance with "EXHIBIT A" attached hereto and incorporated herein by reference; and

WHEREAS, the TOLLWAY accepts the VILLAGE's offer to purchase DETENTION CREDITS from the VILLAGE; and

WHEREAS, the TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward certification, permits, right of way acquisition, funding and maintenance of the DETENTION CREDITS as proposed; and

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

- A. In accordance with EXHIBIT A, the VILLAGE certifies that the 14.6 acre feet of detention storage credit is available within the Lot 50 site.

## **II. PERMITS**

- A. The 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 and the DETENTION CREDITS.

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

### III. RIGHT OF WAY

- A. The acquisition or transfer of right of way is not required for the purchase and use of the detention site. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the VILLAGE's right of way or of the TOLLWAY's right of way.
- B. It is understood that neither the VILLAGE nor the TOLLWAY have consented in this AGREEMENT to the transfer of any interest in the VILLAGE's or the TOLLWAY's property or rights of way which the VILLAGE or the TOLLWAY deem necessary for the maintenance and operation of the detention site or the purchase of the DETENTION CREDITS.
- C. In the event the VILLAGE determines the need to repurpose the storm water management facility at any time in the future, the VILLAGE shall notify the TOLLWAY within 30 days of said determination with detailed explanation of where and how the agreed upon DETENTION CREDITS will be provided by the VILLAGE, at no additional cost to the TOLLWAY. If the VILLAGE determines, at that time, that it cannot provide a new location for the DETENTION CREDITS, the VILLAGE shall reimburse the TOLLWAY for all costs associated with the TOLLWAY construction of the required DETENTION CREDITS, not limited to engineering, right of way acquisition and construction.

### IV. FINANCIAL

- A. It is mutually agreed by the PARTIES hereto that the added impervious areas in the Tyler Creek Watershed based on the most current plans for TOLLWAY Contracts is calculated as 8.0 acre-feet required for detention volume. The VILLAGE is requiring \$60,000 per acre-foot of detention credit for a total cost of  $8.0 \times \$60,000 = \$480,000$ .
- B. The TOLLWAY agrees that upon execution of this AGREEMENT and receipt of an invoice from the VILLAGE, the TOLLWAY will pay to the VILLAGE in a lump sum an amount equal to 100% of its obligation incurred under this AGREEMENT, up to a maximum of \$480,000, based upon the above.

### V. MAINTENANCE

- A. It is understood and agreed by the PARTIES that the VILLAGE shall manage, monitor and maintain the storm water detention storage facility to insure adequate

volume capacity purchased by the TOLLWAY is maintained in perpetuity and records of such maintenance work shall be provided to the TOLLWAY on an annual basis.

- B. It is also understood that if for any reason, the VILLAGE cannot maintain the TOLLWAY's purchased portion of this storm water storage facility in perpetuity, the VILLAGE must notify the TOLLWAY immediately and replace in kind the volume capacity purchased by the TOLLWAY at another storm water detention facility. If the VILLAGE determines, at that time, that it cannot provide a new location for the DETENTION CREDITS, the VILLAGE shall reimburse the TOLLWAY for all costs associated with the TOLLWAY construction of the required detention, not limited to engineering, right of way and construction.

## **VI. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Village of Gilberts and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the VILLAGE shall retain jurisdiction of Lot 50 storm water storage facility located west of Rierner Way, south of Sola Drive within the VILLAGE limits, in the original Rierner Industrial Park. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, manage, control, construct, maintain, and operate.
- C. It is understood and agreed that the VILLAGE shall provide the TOLLWAY written notification of any future detention credit purchases or allocations for the remaining storage volume within the Lot 50 site.
- D. 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.
- E. Wherever in this AGREEMENT approval or review by either the VILLAGE or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- F. In the event of a dispute between the VILLAGE and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY and the VILLAGE's Administrator shall meet and resolve the issue.
- G. In the event the VILLAGE determines the need to repurpose the storm water management facility at any time in the future, the VILLAGE shall notify the TOLLWAY within 30 days of said determination with detailed explanation of where and how the agreed upon DETENTION CREDITS will be provided by the

VILLAGE, at no additional cost to the TOLLWAY. If the VILLAGE determines, at that time, that it cannot provide a new location for the DETENTION CREDITS, the VILLAGE shall reimburse the TOLLWAY for all costs associated with the TOLLWAY construction of the required DETENTION CREDITS, not limited to engineering, right of way acquisition and construction.

- H. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-344049 and it is doing business as a governmental entity, whose mailing address is Village of Gilberts, 87 Galligan Road, Gilberts, Illinois 60136.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the 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 TOLLWAY or the VILLAGE unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the VILLAGE:                      The Village of Gilberts  
87 Galligan Road  
Gilberts, Illinois 60136.  
Attn: Village Administrator

- O. The VILLAGE certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- P. The VILLAGE agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The VILLAGE further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the TOLLWAY Inspector General, the TOLLWAY Department of Internal Audit, the TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- Q. 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 GILBERTS**

By: \_\_\_\_\_  
Rick Zirk, Village President

Attest: \_\_\_\_\_  
Debra Meadows  
Village Clerk

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Kristi Lafleur, 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. 20229

**Background**

The Tollway is planning to improve the Jane Addams Memorial Tollway (I-90) including the reconstruction of the bridge over the tollway in or near Hampshire, Illinois. The Tollway has agreed to pay for the reconstruction of the bridge. However, after the construction is complete, the Village of Hampshire has agreed to accept maintenance responsibilities for the top portion of the bridge.

**Resolution**

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

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

Chair



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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 21<sup>st</sup> day of November AD, 2013, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY", and THE VILLAGE OF HAMPSHIRE, 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 TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple TOLLWAY construction contract(s) including but not limited to Contract I-13-4129 (hereinafter referred to as the "PROJECT") by making the following improvements:

Bridge and roadway reconstruction that will provide for a new bridge structure to allow two (2) through lanes of traffic with 5-0' wide outside shoulders on Brier Hill Road. The bridge will be widened by 7-0' for a total out-to-out structure width of 37'-4". The bridge will be improved with an architectural finish on the outside surface of the parapets and abutment wing walls. The work also includes, but is not limited to bridge demolition, bridge reconstruction, retaining wall construction, remove and reconstruct pavement, permanent drainage systems including pipes and structures, permanent underpass lighting, temporary and permanent access road to a communication tower, bridge mounted signs, temporary and permanent erosion control measures, guardrail, terminals, temporary and permanent pavement marking and delineation, maintenance of traffic control measures including a detour route, earthwork including topsoil stripping, embankment construction, hauling and disposal of excess material and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the 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 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 TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The 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, VILLAGE, 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.
- C. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the TOLLWAY, without charge to the TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

## **II. RIGHT OF WAY**

- A. The acquisition or transfer of right of way is not required from the VILLAGE for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the VILLAGE's right of way or of the TOLLWAY's right of way.
- B. It is understood that neither the VILLAGE nor the TOLLWAY have consented in this AGREEMENT to the transfer of any interest in the VILLAGE's or the TOLLWAY's property or rights of way which the VILLAGE or the TOLLWAY

deem necessary for the maintenance and operation of their respective highway systems.

- C. In the event, the TOLLWAY identifies areas of the VILLAGE's right of way necessary for the TOLLWAY to enter, access and use to allow the TOLLWAY and/or its contractor(s) to complete the PROJECT, the VILLAGE, shall upon the TOLLWAY's application to the VILLAGE's permit form, together with a plan set, issue the TOLLWAY a permit without charge to the TOLLWAY; allowing the TOLLWAY all temporary use. In addition, the VILLAGE shall waive any contractor's surety bonding requirement in relation to any such entry, access, and use, such entry, access or use being for the benefit of the TOLLWAY and/or its contractors and subject to appropriate TOLLWAY contract and bonding requirements. The 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 VILLAGE.

### **III. UTILITY RELOCATION**

- A. The 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 TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to TOLLWAY facilities where they cross VILLAGE highway rights of way; and 2) to VILLAGE facilities improved as part of the PROJECT.
- C. The TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing TOLLWAY rights of way, and on proposed TOLLWAY rights of way which are outside areas of VILLAGE jurisdiction, where improvements to TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE.
- D. At all locations where utilities are located on VILLAGE rights of way and must be adjusted due to work proposed by the TOLLWAY, the VILLAGE agrees to cooperate with the TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the TOLLWAY. The TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.

### **IV. CONSTRUCTION**

- A. The TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the 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 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. Notwithstanding any disapproval by the VILLAGE, the TOLLWAY may, after considering the VILLAGE's objections, proceed as the Chief Engineer of the TOLLWAY deems appropriate.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the TOLLWAY shall provide no less than five (5) calendar days' written notice to the VILLAGE prior to commencement of work on the PROJECT.
- D. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the 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 TOLLWAY advising the 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 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 seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice

to the 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 TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the TOLLWAY that the deficiencies have been remedied.

- G. The TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2013, or the applicable version of the TOLLWAY Standard or Supplemental Specifications.

## **V. FINANCIAL**

- A. Except as otherwise identified herein, the TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Either the VILLAGE or the TOLLWAY may request, after the construction contract(s) are let by the 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 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 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 TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the 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 TOLLWAY agrees to maintain I-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, Brier Hill Road, including all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc. on Brier Hill Road or any work the TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Brier Hill Road

Type 2 - VILLAGE Roadway over TOLLWAY Right of Way.

1. All VILLAGE right of way and VILLAGE highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, signing and pavement markings, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
  - a. The following portions of the grade elevation structure:
    - i. The wearing surface above the top layer of reinforcement;
    - ii. The expansion joints, parapet walls, guardrails, railings, curbs, etc;
    - iii. Drainage facilities above structural beams and girders;
    - iv. All lighting except underpass;
    - v. All VILLAGE signals and signs;
    - vi. To the extent not addressed in other intergovernmental agreements to which the VILLAGE is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
    - vii. All drainage facilities carrying exclusively VILLAGE drainage;
    - viii. All other roadway appurtenances that is accessible from the bridge deck.
2. The TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the VILLAGE as set forth herein, including but not limited to the following:
  - a. The deck, below the wearing surface and above the structural beams;
  - b. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
  - c. All fences along TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
  - d. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
  - e. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;

- f. All underpass lighting.
- D. The PARTIES agree that the TOLLWAY reserves the exclusive right to review and approve on the following:
  - 1. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
  - 2. The permitting of any and all loads traversing a grade separation structure over the TOLLWAY that exceed the limits set forth in 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.604 (Practical Maximum Weights);
  - 3. The permitting of any and all loads traversing a grade separation structure over the TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves);
  - 4. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the VILLAGE as to the bridge conditions which warrant such restrictions;
  - 5. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the VILLAGE before such closure;
  - 6. Attachment to the grade separation structure, or placement on or across TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the VILLAGE roadway or performance of VILLAGE maintenance obligations under this AGREEMENT, the VILLAGE may make such attachment or placement only after consultation and approval by the TOLLWAY.
- E. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- F. If in the future, the TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to said bridge, then the TOLLWAY hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said bridge, including the deck, at the end of its useful life, usually 60 years or sooner if necessitated by the TOLLWAY.
- G. If in the future, the VILLAGE adopts a roadway or other improvement which requires modification, relocation or reconstruction to said bridge, then the

VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said bridge, including the deck, at the end of its useful life, usually 60 years or sooner if necessitated by the VILLAGE, and only after full approval by the TOLLWAY and its Board of Directors.

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

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of VILLAGE highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the VILLAGE shall continue to maintain all portions of the 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 TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the 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 TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.
- D. The VILLAGE and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- E. Nothing herein is intended to prevent or preclude the VILLAGE and the 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 Hampshire and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the TOLLWAY shall have jurisdiction of I-90. The VILLAGE shall retain jurisdiction of Brier Hill Road traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall

mean the authority and obligation to administer, control, construct, maintain, and operate.

- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the VILLAGE and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY and the VILLAGE's Administrator shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. 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.
- 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 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 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 DuPage 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 TOLLWAY:                   The Illinois Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515  
Attn: Chief Engineer

To the VILLAGE:                   The Village of Hampshire  
234 South State  
Hampshire, Illinois 60140  
Attn: Village Administrator

- N. 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.

**VILLAGE OF HAMPSHIRE**

By: \_\_\_\_\_  
Jeffrey Magnussen, Village President

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

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

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Kristi Lafleur, Executive Director

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

Approved as to Form and Constitutionality

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

JMR\_IGA\_Hampshire\_I-90 @ Brier Hill Road

## RESOLUTION NO. 20230

**Background**

It is in the best interest of the Illinois Tollway to enter into an Intergovernmental Agreement with the Illinois Department of Transportation, the Itasca Fire Protection District and the Village of Itasca. As part of the Elgin O'Hare Western Access project, the Tollway will remove and replace in kind the emergency vehicle pre-emption equipment ("EVP") located on the traffic signals on Illinois Route 53 at Thorndale Avenue/Elgin O'Hare, Illinois Route 53 at Norwood Avenue, Illinois Route 53 at West Thorndale Avenue, Hamilton Lakes Drive at Thorndale Avenue, and Arlington Heights Road at Thorndale Avenue, and will remove the EVP located on the traffic signals on Thorndale Avenue at the I-290 eastbound ramp and Thorndale Avenue at the I-290 westbound ramp, as these intersections are to be eliminated, and re-install the EVP from these traffic signals on the new traffic signal installations on Pierce Road at Hamilton Lakes Drive and at Ketter Drive at the westbound Elgin O'Hare ramp at Arlington Heights Road (See Exhibit 1). The Tollway will also install new EVP equipment of the same type as currently exists throughout the Village of Itasca at the new intersection at Hamilton Lakes Drive and Park Boulevard. The Tollway will pay all traffic signal and EVP related engineering, construction engineering and construction costs as part of the project.

**Resolution**

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

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

Chair



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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY", the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and THE VILLAGE OF ITASCA, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

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

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

WHEREAS, the TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Elgin O'Hare Expressway, extending 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 constructing the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple TOLLWAY construction contract(s). The TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, certain construction contracts occur within the VILLAGE jurisdictional limits, and this AGREEMENT includes the scope of improvements for TOLLWAY Contract I-13-4600 (C01), reconstruction/widening of Illinois Route 53 and Contract I-13-4606 (C03), westbound I-290 to the Elgin O'Hare Expressway (Illinois Route 390). Additional construction contracts within the VILLAGE jurisdictional limits will be part of a future AGREEMENT(s) between the VILLAGE and the TOLLWAY; and

WHEREAS, the scope of work for TOLLWAY Contract I-13-4600 (C01) will consist of the construction of a new grade separation structure carrying Illinois Route 53 over the Elgin O'Hare Expressway, the widening and reconstruction of Illinois Route 53 from West Thorndale Avenue to Hamilton Parkway, and associated roadway improvements. Earth stabilization in the form of a pile-supported embankment will be provided on Illinois Route 53 from Norwood Avenue to the south. Norwood Avenue will be reconstructed at the Illinois Route 53 intersection requiring West Norwood Avenue to be temporarily closed and traffic to be detoured. Portions of the eastbound and westbound frontage roads west of Illinois Route 53 will be constructed, along with the frontage road intersections at Illinois Route 53. New traffic signals will be installed at intersections of Illinois Route 53 with the eastbound and westbound frontage roads, Norwood Avenue and West Thorndale Avenue. The contract also includes the installation of drainage improvements, pavement markings, signing, roadway lighting and all other work necessary to complete the project; and

WHEREAS, the scope of work for TOLLWAY Contract I-13-4606 (C03), westbound I-290 to the Elgin O'Hare Expressway, includes reconstructing a portion of the existing I-290 interchange at Thorndale Avenue. New directional ramps will be constructed from westbound I-290 to the proposed Elgin O'Hare Toll Highway including a new flyover ramp bridge structure carrying westbound I-290 to the westbound Elgin O'Hare Expressway, and a new directional ramp from westbound I-290 to the proposed eastbound Elgin O'Hare Toll Highway. A portion of Park Boulevard will be relocated and the existing westbound I-290 to Thorndale Avenue ramp will be removed. The contract also includes drainage improvements, and the installation of retaining walls, noise walls, pavement markings, signing and roadway lighting, and all other work necessary to complete the project in accordance with the approved plans and specifications; and

WHEREAS, for purposes of this AGREEMENT, the above contracts shall together be referred to as the "PROJECT"; and

WHEREAS, the VILLAGE requests that the TOLLWAY include in its PROJECT the construction of 5 foot sidewalks along the west and east sides of Illinois Route 53 from West Thorndale Avenue to Norwood Avenue, the construction of a 5 foot sidewalk along the east side of Norwood Avenue, installation of painted fencing and associated components along both sides of the Illinois Route 53 bridge, and upgraded noise wall panels along the westbound I-290 to Park Boulevard ramp (Ramp K4), eastbound I-290 to Park Boulevard ramp (Ramp K3) (collectively, the "VILLAGE's IMPROVEMENTS"); and

WHEREAS, the TOLLWAY agrees with the VILLAGE's request to include the VILLAGE's IMPROVEMENTS in the TOLLWAY's contract; and

WHEREAS, the PROJECT will be constructed as part of multiple construction contracts within the VILLAGE jurisdictional limits, and construction documents for many of those contracts have not yet been provided to the VILLAGE; and

WHEREAS, the TOLLWAY and the VILLAGE both expressly acknowledge the need for future Intergovernmental Agreements to this AGREEMENT which will be necessary to address issues with future projects to be constructed within the VILLAGE jurisdictional limits; and

WHEREAS, the TOLLWAY and VILLAGE both agree to review, approve, and enter into subsequent Intergovernmental Agreements in the same manner as the original AGREEMENT; and

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

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

WHEREAS, the DEPARTMENT by virtue of 605 ILCS 5/4-101 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

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

## **I. ENGINEERING**

- A. The TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.

- B. The DEPARTMENT and the VILLAGE shall review the plans and specifications which impact the DEPARTMENT's maintained highways and the VILLAGE's maintained FACILITIES within thirty (30) calendar days of receipt thereof. If the TOLLWAY does not receive comments or objections from the DEPARTMENT and/or the VILLAGE within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed its approval of the plans and specifications. Approval by the DEPARTMENT and/or the VILLAGE shall mean the DEPARTMENT and/or the VILLAGE agrees with all specifications in the plans pertaining to the alignment and location of the PROJECT improvements which impact the DEPARTMENT's and/or the VILLAGE's maintained highways and FACILITIES. In the event of disapproval, the DEPARTMENT and/or the VILLAGE will detail in writing its objections to the proposed plans and return them to the TOLLWAY for review and consideration.
- C. The TOLLWAY, the DEPARTMENT and VILLAGE 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.
- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DEPARTMENT and the VILLAGE by the TOLLWAY.
- E. The TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-DuPage Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The DEPARTMENT and the VILLAGE shall grant and consent to any and all permission, rights of access (ingress and egress), and temporary use of its property within the PROJECT limits to the TOLLWAY and/or its agents, without charge to the TOLLWAY including but not limited to VILLAGE owned Parcels 900 and 901. Any permission for right of access and/or temporary use of the DEPARTMENT's and/or the VILLAGE's property shall not be unreasonably withheld by the DEPARTMENT or the VILLAGE. The TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and

cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

- G. The TOLLWAY will give notice to the VILLAGE, whenever a modification, adjustment, relocation, or removal of VILLAGE FACILITIES appear necessary. The VILLAGE shall respond to the notice and provide information regarding the existing FACILITIES within twenty (20) working days of its receipt of notice from the TOLLWAY.
- H. If relocation of the FACILITIES is necessary, the TOLLWAY will determine, through consultation with the VILLAGE Engineer, the site(s) to which the FACILITIES will be relocated.
- I. The TOLLWAY shall, to the satisfaction of the VILLAGE, design and construct the relocation of the FACILITIES covered by this AGREEMENT. The relocation work shall be performed by contractors under contract to the TOLLWAY.
- J. Prior to beginning any work which may have an impact upon the services provided by the FACILITIES and owned by the VILLAGE, the TOLLWAY will submit detailed plans and specifications for each removal or relocation to the VILLAGE for review, comment and approval.
- K. Utility Relocations or VILLAGE FACILITIES shall be designed, constructed and tested in accordance with Standard Specifications for Water and Sewer Construction in Illinois, as provided by the TOLLWAY and accepted and approved by the VILLAGE. Specifically excluded from this AGREEMENT is work on any facilities which are not VILLAGE owned.

## II. RIGHT OF WAY

- A. The TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT.
- B. The DEPARTMENT, consistent with the terms of the MOU will specifically address the transfer and accounting of land acquisition.
- C. The VILLAGE's existing right of way which is required for construction of the PROJECT shall be, unless provided for herein, transferred to the TOLLWAY and conveyed free and clear of all encumbrances.
- D. The VILLAGE agrees to convey fee simple title by warranty deed to the TOLLWAY for Parcels EO-1A-12-902, and EO-1B-13-903 as shown on Exhibit A.

- E. The TOLLWAY agrees to convey fee simple title to the VILLAGE of all the property and right of way owned by the TOLLWAY required by the VILLAGE for the maintenance and operation of the VILLAGE's highways, without cash consideration.
- F. To effectuate the transfers contemplated in Section II. C, D and E above, the TOLLWAY shall provide necessary documents, including plats, legal descriptions and all necessary title documents to affect the transfer of properties to the TOLLWAY.
- G. Prior to any transfer of real property owned by the DEPARTMENT and the VILLAGE, to advance the PROJECT and not delay any schedules, the DEPARTMENT and the VILLAGE shall grant the TOLLWAY use, access, ingress, and egress necessary for the construction of the PROJECT. The DEPARTMENT and the VILLAGE shall grant the TOLLWAY access and use of its property without charge and shall waive any and all surety or bonding requirements. In any event the TOLLWAY, to the extent permitted by law, shall indemnify and hold the DEPARTMENT and the VILLAGE and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the TOLLWAY or its agent's.
- H. The VILLAGE shall agree to consider all variance requests submitted by property owners for setbacks or zoning deviations that are due to TOLLWAY land acquisition.
- I. Parcel plats and legal descriptions for property required for TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.

### **III. UTILITY RELOCATION**

- A. The TOLLWAY agrees to provide the DEPARTMENT and the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing DEPARTMENT and VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments to DEPARTMENT and VILLAGE FACILITIES in the design of the PROJECT.
- C. In the event that any future work proposed by the VILLAGE results in a conflict with the TOLLWAY's fiber optic cable system, the VILLAGE shall reimburse the TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.

- D. At all locations where the TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits, none are currently, and must be adjusted due to future work proposed by the VILLAGE, the VILLAGE agrees to reimburse the TOLLWAY for any and all out of pocket costs the TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

#### IV. CONSTRUCTION

- A. The TOLLWAY shall advertise and receive bids, provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the plans and specifications which impact the VILLAGE's maintained FACILITIES within thirty (30) calendar days of receipt thereof. If the TOLLWAY does not receive comments or objections from the VILLAGE within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed its approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans pertaining to the alignment and location of the PROJECT deviations which impact the VILLAGE's maintained highways and FACILITIES. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and return them to the TOLLWAY for review and consideration.
- C. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DEPARTMENT shall be submitted to the DEPARTMENT for approval prior to commencing such work. The DEPARTMENT shall review the plans and specifications which impact the DEPARTMENT's maintained highways within thirty (30) calendar days of receipt thereof. If the TOLLWAY does not receive comments or objections from the DEPARTMENT 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 its approval of the plans and specifications. Approval by the DEPARTMENT shall mean the DEPARTMENT agrees with all specifications in the plans pertaining to the alignment and location of the PROJECT deviations which impact the DEPARTMENT's maintained highways. In the event of disapproval, the DEPARTMENT will detail in writing its objections to the proposed plans and return them to the TOLLWAY for review and consideration.

- D. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DEPARTMENT or the VILLAGE, the TOLLWAY shall provide no less than thirty (30) calendar day's written notice to the DEPARTMENT and the VILLAGE prior to commencement of work on the PROJECT.
- E. The DEPARTMENT and the VILLAGE and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the DEPARTMENT's and the VILLAGE's system. The DEPARTMENT and the VILLAGE may assign personnel to perform inspections on behalf of the DEPARTMENT and/or the VILLAGE of all work included in the PROJECT that affects the DEPARTMENT's and the VILLAGE's system, and will deliver written notices to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- F. The DEPARTMENT and/or the VILLAGE shall immediately notify the TOLLWAY if any of said work on DEPARTMENT or VILLAGE jurisdictional facilities is found not to be in accordance with the approved plans and specifications, the TOLLWAY shall cause any work not performed in accordance with the approved specifications to be corrected or replaced.
- G. The TOLLWAY shall also promptly repair or cause to be repaired, at no cost to the VILLAGE, any damage to the FACILITIES and appurtenances thereto covered under this AGREEMENT attributable to construction by or for the TOLLWAY, during the period of time terminating one (1) year after all construction by or for the TOLLWAY in the area of the FACILITIES has been completed; but in no case later than the expiration of the TOLLWAY's contractor(s)' one (1) year Guarantee Bond.
- H. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- I. The TOLLWAY shall be obligated to replace the FACILITIES that it adjusts or relocates with FACILITIES of like size, capacity and materials. If the VILLAGE wishes to increase the size or capacity of the FACILITIES or to use different materials or in any other way improve the FACILITIES over those which currently exist, the VILLAGE shall notify the TOLLWAY immediately with a description of the betterments it desires and the TOLLWAY will attempt to incorporate said work into its contract(s) for all other work to be performed. Separate bid items shall be established for said work. The VILLAGE shall pay all substantiated differential costs thereof, for such betterments, to the TOLLWAY in accordance with Section V. G. It is agreed, however, that the use of ductile iron pipe, in lieu of asbestos cement pipe, shall not be considered betterment for purposes of this section and the VILLAGE shall not be required to pay for the use of ductile iron pipe. Steel and/or HDPE casings provided for existing and relocated FACILITIES

crossing under Toll Highway pavement shall not be considered betterment and the VILLAGE shall not be required to pay for the cost of the casings.

- J. All materials and equipment installed and FACILITIES constructed by the TOLLWAY in connection with the construction of the FACILITIES under this AGREEMENT and the completed FACILITIES shall become the sole property of the VILLAGE as installed, and full legal and equitable title thereto shall be then vested in the VILLAGE, free and clear of any liens, without the requirement of any written document of transfer to the VILLAGE or acceptance by the VILLAGE. The TOLLWAY shall grant relocation permits for each VILLAGE FACILITY within TOLLWAY property, to provide for future access/maintenance.
- K. The TOLLWAY shall give notice to the DEPARTMENT and the VILLAGE upon completion of 70% and 100% of all PROJECT construction work to be subsequently maintained by the DEPARTMENT and/or the VILLAGE, and the DEPARTMENT and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice of 70% completion thereof. If the DEPARTMENT and/or the VILLAGE does not perform a final inspection within fifteen (15) calendar days after receiving notice of completion of 100% of all PROJECT construction work or other inspection arrangements are not agreed to by the parties hereto, the PROJECT shall be deemed accepted by the DEPARTMENT and/or the VILLAGE. At the request of the DEPARTMENT and/or the VILLAGE, the 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 DEPARTMENT's or the VILLAGE's representative shall give immediate verbal notice to the 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 TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The DEPARTMENT and/or the VILLAGE shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the TOLLWAY that the deficiencies have been remedied.
- L. The TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV B, due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued in March 2013 or the applicable version of the TOLLWAY Standard or Supplemental Specifications.
- M. The contractor(s) use of VILLAGE water will follow VILLAGE hydrant metering procedures, and that water will be supplied at normal supply cost.

- N. As-built drawings of utility relocations performed by the TOLLWAY shall be provided to the VILLAGE, 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 TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs. The VILLAGE agrees to convey property owned by the VILLAGE and necessary for the construction of the PROJECT in accordance with the approved plans and specifications. The VILLAGE shall transfer the property in accordance with Section II of this AGREEMENT. The VILLAGE's conveyance is 2 parcels, (Parcels EO-1A-12-902, and EO-1B-13-903) as shown on Exhibit A. The parcel compensations are valued at \$15,500 and \$146,000 respectively, for a total of \$161,500.
- B. If, at any time in order to avoid interference with future construction, operation or maintenance of the PROJECT, the TOLLWAY shall deem it necessary that any of the FACILITIES of the VILLAGE, including those previously removed or relocated pursuant to this AGREEMENT, be modified, relocated or removed, the TOLLWAY shall be allowed to relocate or remove said FACILITIES after prior reasonable advance notice and such future removal and relocation work shall be governed by the provisions set forth in this AGREEMENT, including, without limitation, the provisions with respect to the VILLAGE approval of location, of the specifications, and of the completed work.
- C. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs. It is further agreed that construction engineering shall be computed as 10% of actual construction costs and mobilization shall be 6% of actual final construction costs.
- D. It is mutually agreed that the VILLAGE will be responsible for the VILLAGE's IMPROVEMENTS which the estimated construction costs are itemized as follows:
- i. The construction of a 5 foot sidewalk on the west and east sides of Illinois Route 53 from West Thorndale Avenue to Norwood Avenue - \$32,454.
  - ii. The construction of a sidewalk along the east side of Norwood Avenue - \$16,758.90.
  - iii. The addition of painted fencing and associated accessories along both sides of the Illinois Route 53 Bridge including a surplus of 50 feet to be furnished to the VILLAGE for storage - \$53,820.

- iv. The addition of enhanced noise wall panels adjacent to Park Boulevard, along the westbound I-290 to Park Boulevard ramp (Ramp K4) to Eastbound I-290 to Park Boulevard ramp (Ramp K3) - \$14,250.
- E. For purposes of this AGREEMENT, it is mutually agreed by the PARTIES hereto that the cost to the VILLAGE for the subject of this AGREEMENT only is estimated at \$117,282.90 for construction costs, \$5,864.15 (5% of construction costs) for preliminary and design engineering, \$11,728.29 (10% of construction costs) for construction engineering and \$7,036.97 (6% of construction costs) for mobilization, for a total estimated cost of \$141,912.31.
- F. The PARTIES agree that subsequent agreements will be required for future TOLLWAY contracts in reference to the EOWA. The TOLLWAY and the VILLAGE agree that the VILLAGE's estimated costs for the VILLAGE's IMPROVEMENTS as stated in this AGREEMENT are less than the cost of the right of way the TOLLWAY is purchasing from the VILLAGE. Therefore the VILLAGE's IMPROVEMENTS shall be paid for by the TOLLWAY and a credit shall be applied in the amount of \$19,587.69 to the VILLAGE's cost responsibility for the requested VILLAGE's IMPROVEMENTS on the Devon Avenue Bridge over I-290. All payments shall be based upon actual final costs.
- G. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE's IMPROVEMENTS described in the Recital section of this AGREEMENT.
- H. The VILLAGE, the DEPARTMENT or the TOLLWAY may request, after the construction contract(s) are let by the 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 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.
- I. The VILLAGE shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements, VILLAGE's IMPROVEMENTS, which would have been VILLAGE responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineers estimate or subject to VILLAGE budgetary constraints. The VILLAGE shall be responsible for costs incurred for those items that would have been VILLAGE responsibility prior to providing notice for the reduction or elimination of said items.

## **VI. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT and/or the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT and/or the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VIII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VII. Maintenance includes but is not limited to:
- i. "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.
  - ii. "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.
  - iii. "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.
  - iv. "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 term "grade separation structure" refers to all structural elements between the abutments of a bridge carrying one roadway over another, unless otherwise specified.
- H. These are four (4) types of bridge structures that intersect the TOLLWAY rights of way:
  - i. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
  - ii. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
  - iii. 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.
  - iv. Type 4. An intersection where a grade separation structure has been constructed to carry the local road over another local road and the toll highway.

## **VII. MAINTENANCE – RESPONSIBILITIES**

- A. It is understood and agreed by the PARTIES that the TOLLWAY shall retain jurisdiction and maintenance responsibilities for the Elgin O'Hare Western Access in its entirety and the VILLAGE shall retain jurisdiction and maintenance responsibilities for, within the contracts applicable to this AGREEMENT, Norwood Avenue and Park Boulevard, in their entirety.
- B. The VILLAGE also agrees to maintain, or cause to maintain, all VILLAGE FACILITIES built as part of the PROJECT, including all sidewalks, bike paths, not located on the new grade separation structure carrying Illinois Route 53 over the Elgin O'Hare Expressway, water mains and sanitary sewers and their appurtenances, all roadway lighting systems installed or improved as part of the PROJECT on Park Boulevard, the VILLAGE's IMPROVEMENTS, or any

additional work the TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety and routine maintenance of the accent noise wall panels (leaf form liner) from the Right of Way line up to and including the backside of the accent noise panels facing away from the DEPARTMENT roadway. Routine maintenance shall include but not be limited to the removal of any graffiti, garbage and/or undesirable vegetation.

- C. The TOLLWAY agrees to be responsible for 100% of the relocation and/or new installation costs for emergency vehicle pre-emption (EVP). Maintenance of any and all EVP shall be addressed in separate agreements by the VILLAGE as necessary.
- D. The DEPARTMENT agrees to maintain, or cause to maintain Illinois Route 53, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian/bike traffic, the pile-supported embankment structure south of Illinois Route 53, all traffic signals along Illinois Route 53, including at the eastbound frontage road, westbound frontage road, Norwood Avenue and West Thorndale Avenue, roadway lighting on Illinois Route 53 and the transitional roadway lighting on Norwood Avenue, drainage along Illinois Route 53, the newly built ramps carrying westbound I-290 to the proposed Elgin O'Hare Toll Highway (including Ramp G5), which is the flyover grade separation structure over I-290 and the Elgin O'Hare Toll Highway, and carrying westbound I-290 to the proposed eastbound Elgin O'Hare Toll Highway, noise walls and retaining walls, and I-290 in its entirety. The DEPARTMENT shall also be responsible for the structural integrity of the noise accent walls located on DEPARTMENT right of way, in their entirety as well as routine maintenance of the front side of the noise accent wall facing DEPARTMENT roadways. In the event a portion of the noise accent wall that contains a leaf form liner imprint gets damaged and/or needs repair, the VILLAGE agrees to provide the DEPARTMENT with the appropriate leaf form liner. In the event the VILLAGE does not provide the DEPARTMENT with the appropriate leaf form liner, the DEPARTMENT will use a form liner that most closely resembles the remaining portions of the wall.
- E. Upon acceptance by the DEPARTMENT of the traffic signal work included herein, the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the DEPARTMENT and the VILLAGE on May 2, 2012.
- F. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph H above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Illinois Route 53

- i. Type 2 - DEPARTMENT Roadway over TOLLWAY Right of Way
- a. The DEPARTMENT has all maintenance responsibility as to the following:
- All DEPARTMENT right of way and DEPARTMENT highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences and bridge railings, railing on top of the jersey barriers, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian/bike traffic. In the event that the decorative fence located on the bridge grade separation structure carrying Illinois Route 53 over the Elgin O'Hare Expressway is damaged and/or needs repair, the DEPARTMENT shall contact the VILLAGE for the appropriate decorative material. In the event the VILLAGE does not supply the DEPARTMENT with the appropriate decorative fence material, the DEPARTMENT shall utilize DEPARTMENT standard fencing material for the repair.
  - The following portions of the grade elevation structure:
  - The wearing surface;
  - The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.
  - Drainage facilities above structural beams and girders;
  - All lighting along DEPARTMENT routes, except underpass;
  - All DEPARTMENT signals and signs;
  - To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
  - All drainage facilities carrying exclusively DEPARTMENT drainage.
- b. The TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth herein, including but not limited to the following:
- All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;

- All fences along TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
  - All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
  - All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
  - All underpass lighting.
- ii. Type 4 - DEPARTMENT Roadway over the DEPARTMENT Roadway and the Toll Highway
- a. The DEPARTMENT has all maintenance responsibility of the entire roadway and structure, which includes but is not limited to the following:
- All DEPARTMENT 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;
  - All drainage facilities on DEPARTMENT right of way which drain DEPARTMENT highway facilities, except such facilities installed by the TOLLWAY on DEPARTMENT property for the purpose of carrying exclusively Toll Highway drainage;
  - All underpass lighting;
  - All DEPARTMENT traffic signals;
  - The DEPARTMENT has all maintenance responsibility as to all remaining portions of the DEPARTMENT right of way at an intersection not maintained by the DEPARTMENT, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within DEPARTMENT access control fencing, and fences.
- G. The PARTIES agree that the TOLLWAY reserves the exclusive right to review and approve the following:
- i. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
- ii. The permitting of any and all loads traversing a grade separation structure over the TOLLWAY that exceed the limits set forth in 92 Illinois Administrative

Code 554, Subchapter f, Subpart F, Section 554.604 (Practical Maximum Weights);

- iii. The permitting of any and all loads traversing a grade separation structure over the TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves).
  - iv. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
  - v. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the DEPARTMENT before such closure;
- H. Attachment to the grade separation structure, or placement on or across TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the TOLLWAY.
- I. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this AGREEMENT.
- J. In the event that either PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.

- K. Signalization and pavement markings at the interchange, if any, will be under the control of the DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The DEPARTMENT consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to negate any exiting traffic from unnecessarily backing up onto TOLLWAY mainline pavement.
- L. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- M. In the event the VILLAGE fails to maintain the FACILITIES located on TOLLWAY property after having been given a reasonable time to act, and the TOLLWAY is required to maintain such FACILITIES to protect the integrity of the TOLLWAY's property from imminent danger, the VILLAGE agrees to reimburse the TOLLWAY for the cost of the emergency maintenance plus 10% for overhead within thirty (30) calendar days of receipt of an invoice from the TOLLWAY.

#### VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of VILLAGE highways, DEPARTMENT highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the VILLAGE and/or the DEPARTMENT shall continue to maintain all portions of the PROJECT within the VILLAGE's and/or DEPARTMENT's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE and/or the DEPARTMENT shall, upon completion of construction, completion of all punch list items, and final inspection, be the sole maintenance responsibility of the VILLAGE and/or the DEPARTMENT, and all items of construction which are stipulated in this AGREEMENT to be maintained by the TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.
- D. The VILLAGE, the DEPARTMENT and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such

removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTIES.

- E. Nothing herein is intended to prevent or preclude the VILLAGE, the DEPARTMENT and the TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- F. The DEPARTMENT agrees to allow the TOLLWAY to review and will consider comments on major roadway access issues along Illinois Route 53 or I-290 that arise within one half (1/2) mile from the centerline of the Elgin O'Hare Toll Highway. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the TOLLWAY, the TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to Illinois Route 53.
- G. The DEPARTMENT and the TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.
- H. Except for emergency repairs, which may be with concurrent notification to the TOLLWAY, such access shall only be with the prior approval of the TOLLWAY and by properly issued Permit, which shall provide, among other things, for notice to the TOLLWAY prior to entry, proper protection of traffic, the VILLAGE to hold the TOLLWAY and its Directors and employees harmless from any claims for property damage or personal injury arising from the VILLAGE'S activities on TOLLWAY property and that the VILLAGE shall be responsible for any damages to TOLLWAY property caused by the VILLAGE.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Village of Itasca (VILLAGE), the Illinois Department of Transportation (DEPARTMENT) and the Illinois State Toll Highway Authority (TOLLWAY).
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

- C. Wherever in this AGREEMENT approval or review by the VILLAGE, the DEPARTMENT or the 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 the VILLAGE and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY, the Deputy Director/Region One Engineer of the DEPARTMENT and the VILLAGE's Engineer of the VILLAGE shall meet and resolve the issue.
- 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. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005935 and it is doing business as a governmental entity, whose mailing address is Village of Itasca, 550 West Irving Park Road, Itasca, Illinois 60143.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the 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 TOLLWAY or the VILLAGE unless such provision is waived in writing.

- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the TOLLWAY:

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

To the DEPARTMENT:

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

To the VILLAGE:

The Village of Itasca  
550 West Irving Park Road  
Itasca, Illinois 60143  
Attn: Village Administrator

- O. The VILLAGE certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- P. The VILLAGE and the DEPARTMENT agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The VILLAGE and the DEPARTMENT 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 TOLLWAY Inspector General, the TOLLWAY Department of Internal Audit, the TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- Q. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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**DRAFT**

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

**THE VILLAGE OF ITASCA**

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

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

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

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

**THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION**

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

John A. Fortmann, P.E.  
Deputy Director/Region One Engineer

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

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

Kristi Lafleur, Executive Director

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

Approved as to Form and Constitutionality

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

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Department Agreement Number JN-114-540

**DRAFT**

RESOLUTION NO. 20231

**Background**

The Illinois State Toll highway Authority (“Tollway”) has negotiated proposed settlements involving two separate Personal Injury lawsuits arising out of the same accident caused by a Tollway patrol vehicle on December 14, 2010. It is in the best interest of the Tollway to go forward with the settlement.

**Resolution**

The settlements of the two personal injury lawsuits are approved. The General Counsel is authorized to finalize the settlement agreements consistent with the terms presented to the Board, the Chair or the Executive Director is authorized to execute the final settlement agreements, 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: \_\_\_\_\_  
Chair



## RESOLUTION NO. 20232

**Background**

The Illinois State Toll highway Authority (“Tollway”) has negotiated proposed settlements regarding two separate Personal Injury lawsuits arising out of the same accident caused by a Tollway patrol vehicle on December 14, 2010. Liability is clear. It is in the best interest of the Tollway to go forward with the settlement.

**Resolution**

The settlements of the two personal injury lawsuits are approved. The General Counsel is authorized to finalize the settlement agreements consistent with the terms presented to the Board, the Chair or the Executive Director is authorized to execute the final settlement agreements, 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: \_\_\_\_\_



Chair