

RESOLUTION NO. 20233

Background

The State Employees Group Insurance Act of 1971, 5 ILCS 375/11, states that The Illinois State Toll Highway Authority is obligated to reimburse the State Health Insurance program for retirees who served the Tollway, members of the State Police who served District 15, and those former employees receiving disability benefits through the State Employees Retirement System (SERS). A monthly invoice is sent to Central Management Services (CMS) for their review and approval. Payment in the amount of \$5,288,598.81 for 2013 is requested to reimburse CMS for the cost of health benefits for retirees.

Resolution

Reimbursement to Central Management Services of the State of Illinois for the Tollway's pro-rata share of the state's cost of health benefits for retirees receiving pension or disability benefits through the State in the amount of \$5,288,598.81 is approved and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20234
AMENDING RESOLUTION NO. 19400

Background

It is in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to continue to accept credit card payments, primarily for its I-Pass and violation enforcement programs. Pursuant to Board Resolution No. 19400 approved May 26, 2011, the Tollway entered into an agreement for Contract No. 11-0044 with Vantiv, LLC (previously Fifth Third Processing Solutions, LLC) to provide merchant card services. The contract is for a three year term for the period of December 1, 2011 through November 30, 2014 with an upper limit of compensation of of \$35,000,000.. It is necessary to increase the upper limit due to contract work volume.

Resolution

An amendment to Contract No. 11-0044 with Vantiv, LLC for merchant card services, increasing the total upper limit during the initial tree-year term by \$10,000,000, from \$35,000,000 to \$45,000,000, is approved.

The General Counsel and the Chief of Finance are authorized to negotiate the aforementioned merchant card services agreement, the Chair or Executive Director are authorized to execute any and all documents necessary to effectuate said agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chair

RESOLUTION NO. 20235

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Family Medical Leave Act ("FMLA"), Victims' Economic Security and Safety Act ("VESSA"), and Authorized Leave Without Pay ("ALWOP") Administration Services. Pursuant to Tollway Request for Proposal No. 13-0010, which proposals were evaluated by a selection committee, the Tollway has determined that FMLASource, Inc. (a ComPsych Corporation company) provides the best value for FMLA, VESSA, and ALWOP Administration Services for an upper limit of compensation not to exceed \$86,130.00.

Resolution

The proposal from FMLASource, Inc. (a ComPsych Corporation company) is accepted; Contract No. 13-0010 is approved in an amount not to exceed \$86,130.00; 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 Lopez
Chair

RESOLUTION NO. 20236

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Carbon Monoxide Detectors. Pursuant to the Tollway's Invitation for Bid No. 13-0026R, the Tollway has determined that Raeco-LIC LLC is the lowest responsible bidder for Carbon Monoxide Detectors for an upper limit of compensation not to exceed \$55,868.80.

Resolution

The bid from Raeco-LIC LLC is accepted; Contract No. 13-0026R is approved in an amount not to exceed \$55,868.80; 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. 20237

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring an Archive Writer. Pursuant to the Tollway's Invitation for Bid No. 12-0087R, the Tollway has determined that Datamation Imaging Services Corp. is the lowest responsible bidder for an Archive Writer for an upper limit of compensation not to exceed \$62,064.80.

Resolution

The bid from Datamation Imaging Services Corp. is accepted; Contract No. 12-0087R is approved in an amount not to exceed \$62,064.80; 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. 20238

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Traffic and Security Monitoring and Management System Maintenance from Meade Electric Company, Inc. (Contract No. 08-0001). 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 and to issue a Change Order to increase the upper dollar limit of said contract by \$225,000.00 for the purchase of additional Traffic and Security Monitoring and Management System Maintenance.

Resolution

The emergency procurement of additional Traffic and Security Monitoring and Management System Maintenance from Meade Electric Company, Inc. is accepted; a Change Order increasing the upper dollar limit of compensation of Contract No. 08-0001 is approved in an amount not to exceed \$225,000.00 (from \$4,300,000.00 to \$4,525,000.00); 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

2/27/14

6.3/1

RESOLUTION NO. 20239

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-4173 for Diamond Grinding and Pavement Markings on the Ronald Reagan Memorial Tollway (I-88) from Milepost 117.4 (Fox River) to Milepost 122.9 (IL 59). The lowest responsible bidder on Contract No. RR-14-4173 is Penhall Company in the amount of \$3,076,781.55.

Resolution

Contract No. RR-14-4173 is awarded to Penhall Company in the amount of \$3,076,781.55, 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

2/27/14

6.3/2

RESOLUTION NO. 20240

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-13-5687 for Des Plaines River Valley Bridge Repairs on the Veterans Memorial Tollway (I-355) from Milepost 0.0 (I-80) to Milepost 12.5 (I-55). The lowest responsible bidder on Contract No. RR-13-5687 is Lorig Construction Company in the amount of \$3,298,685.55.

Resolution

Contract No. RR-13-5687 is awarded to Lorig Construction Company in the amount of \$3,298,685.55, 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. 20241

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-13-5688 for Systemwide Bridge Painting on the Tri-State Tollway (I-294) at Milepost 40.8 (I-90) and 43.5 (Algonquin Road); and the Veterans Memorial Tollway (I-355) at Milepost 12.3 (I-55) and Milepost 26.5 (Union Pacific Railroad). The lowest responsible bidder on Contract No. RR-13-5688 is Era Valdivia Contractors, Inc. in the amount of \$3,456,620.52.

Resolution

Contract No. RR-13-5688 is awarded to Era Valdivia Contractors, Inc. in the amount of \$3,456,620.52, 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. 20242

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-13-9153 for Maintenance Facility Improvements on the Jane Addams Memorial Tollway (I-90) at Milepost 15.7 (US 20); and the Reagan Memorial Tollway (I-88) at Milepost 91.4 (Annie Glidden Road) and Milepost 54.1 (IL 26). The lowest responsible bidder on Contract No. RR-13-9153 is Broadway Electric, Inc. in the amount of \$2,191,000.00.

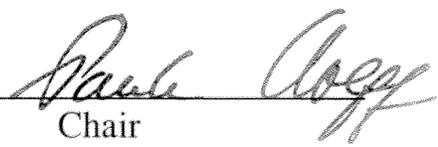
Resolution

Contract No. RR-13-9153 is awarded to Broadway Electric, Inc. in the amount of \$2,191,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____


Chair

RESOLUTION NO. 20243

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-14-4174 for Advance Ramp Toll Plaza Modifications on the Jane Addams Memorial Tollway (I-90) from Milepost 62.2 (Barrington Road) to Milepost 70.0 (East of IL 58). The lowest responsible bidder on Contract No. I-14-4174 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$5,323,701.59.

Resolution

Contract No. I-14-4174 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$5,323,701.59, 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. 20244

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4169 for Ramp Construction on the Jane Addams Memorial Tollway (I-90) at Milepost 20.8 (Irene Road). The lowest responsible bidder on Contract No. I-13-4169 is William Charles Construction Company, LLC in the amount of \$1,434,800.52.

Resolution

Contract No. I-13-4169 is awarded to William Charles Construction Company, LLC in the amount of \$1,434,800.52, 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

2/27/14

6.3/7

RESOLUTION NO. 20245

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4104 for IL 25 Interchange Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 55.8 (East of the Fox River Bridge) to Milepost 56.7 (West of IL 25). The lowest responsible bidder on Contract No. I-13-4104 is Plote Construction, Inc. in the amount of \$59,221,518.61.

Resolution

Contract No. I-13-4104 is awarded to Plote Construction, Inc. in the amount of \$59,221,518.61, 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. 20246

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4156 for I-90 Westbound Roadway, and Bridge Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 77.6 (I-294) to Milepost 79.2 (Kennedy Expressway). The lowest responsible bidder on Contract No. I-13-4156 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$18,338,113.29.

Resolution

Contract No. I-13-4156 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$18,338,113.29, 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. 20247

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4166 for Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 65.6 (Roselle Road). The lowest responsible bidder on Contract No. I-13-4166 is Lorig Construction Company in the amount of \$22,391,150.09.

Resolution

Contract No. I-13-4166 is awarded to Lorig Construction Company in the amount of \$22,391,150.09, 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

2/27/14

6.3/10

RESOLUTION NO. 20248

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4167 for Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 60.4 (Bartlett Road). The lowest responsible bidder on Contract No. I-13-4167 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$6,465,340.50.

Resolution

Contract No. I-13-4167 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$6,465,340.50, 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: _____


Chair

2/27/14

6.3/11

RESOLUTION NO. 20249

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4168 for Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 67.4 (Meacham Road). The lowest responsible bidder on Contract No. I-13-4168 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$22,949,996.70.

Resolution

Contract No. I-13-4168 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$22,949,996.70, 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

2/27/14

6.3/12

RESOLUTION NO. 20250

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-5689 for Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 62.2 (Barrington Road). The lowest responsible bidder on Contract No. I-13-5689 is Dunnet Bay Construction Company in the amount of \$15,209,546.07.

Resolution

Contract No. I-13-5689 is awarded to Dunnet Bay Construction Company in the amount of \$15,209,546.07, 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

2/27/14

6.3/13

RESOLUTION NO. 20251

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4601 for Roadway Reconstruction and Widening on the Elgin O’Hare Expressway (IL 390) from Milepost 11.1 (Meacham Road/Medinah Road) to Milepost 12.0 (Rohlwing Road). The lowest responsible bidder on Contract No. I-13-4601 is Lorig Construction Company in the amount of \$30,540,952.56.

Resolution

Contract No. I-13-4601 is awarded to Lorig Construction Company in the amount of \$30,540,952.56, 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

2/27/14

6.3/14

RESOLUTION NO. 20252

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4602 for Rehabilitation and Widening on the Elgin O'Hare Expressway (IL 390) from Milepost 7.6 (IL 19) to Milepost 10.1 (East of Roselle Road). The lowest responsible bidder on Contract No. I-13-4602 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$44,867,869.58.

Resolution

Contract No. I-13-4602 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$44,867,869.58, 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

2/27/14

6.3/15

RESOLUTION NO. 20253

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4619 for Wetland Mitigation at the Pine Dunes Forest Preserve located in Newport Township. The lowest responsible bidder on Contract No. I-13-4619 is PirTano Construction Company, Inc. in the amount of \$9,335,000.00.

Resolution

Contract No. I-13-4619 is awarded to PirTano Construction Company, Inc. in the amount of \$9,335,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____


Chair

2/27/14

6.3/16

RESOLUTION NO. 20254

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Upon Request Services on the Elgin O’Hare Western Access (EOWA). exp US Services, 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 exp US Services, Inc., to obtain Design Upon Request Services, Contract No. I-13-4624, 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 Lopez
Chair

2/27/14

6.3/17

RESOLUTION NO. 20255

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Traffic and Incident Management System (TIMS) Maintenance, Enhancement and Upgrade Services. Pursuant to Tollway Request for Proposal No. 13-0074, which proposals were evaluated by a selection committee, the Tollway has determined that Delcan Corporation provides the best value for TIMS Maintenance, Enhancement and Upgrade Services for an upper limit of compensation not to exceed \$8,534,822.30.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Delcan Corporation, to obtain TIMS Maintenance, Enhancement and Upgrade Services, Contract No. RR-14-9156, with an upper limit of compensation not to exceed \$8,534,822.30, 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

2/27/14

6.3/18

RESOLUTION NO. 20256

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Fiber Optic Maintenance and Management Services. Pursuant to Tollway Request for Proposal No. 13-0202, which proposals were evaluated by a selection committee, the Tollway has determined that G4S Technology LLC provides the best value for Fiber Optic Maintenance and Management Services for an upper limit of compensation not to exceed \$21,201,277.50.

Resolution

The Chief Engineer is authorized to negotiate an agreement with G4S Technology LLC, to obtain Fiber Optic Maintenance and Management Services, Request for Proposal No. 13-0202, with an upper limit of compensation not to exceed \$21,201,277.50, 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

2/27/14

6.3/19

RESOLUTION NO. 20257

Background

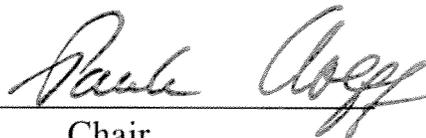
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19638 approved February 23, 2012, entered into an Agreement with Environmental Design International, Inc., on Contract No. RR-11-4024, for Ramp Reconstruction on the Reagan Memorial Tollway (I-88) and Jane Addams Memorial Tollway (I-90).

Environmental Design International, Inc. has submitted a proposal to provide Supplemental Design and Construction Management Services for Contract No. RR-11-4024, increasing the contract upper limit by \$122,642.80 from \$944,242.72 to \$1,066,885.52. It is necessary and in the best interest of the Tollway to accept the proposal from Environmental Design International, Inc.

Resolution

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

Approved by: _____


Chair

2/27/14

6.3/20

RESOLUTION NO. 20258

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 19577 approved December 15, 2011, entered into an Agreement with Stanley Consultants, Inc., on Contract No. I-11-5631, for Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) at Milepost 55.7 (Fox River).

Stanley Consultants, Inc. has submitted a proposal to provide Supplemental Design Services for Contract No. I-11-5631, increasing the contract upper limit by \$200,000.00 from \$5,929,257.33 to \$6,129,257.33. It is necessary and in the best interest of the Tollway to accept the proposal from Stanley Consultants, Inc.

Resolution

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

Approved by: _____



Chair

2/27/14

6.3/21

RESOLUTION NO. 20259

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20029 approved on July 25, 2013, entered into Contract No. I-13-4134 with R.W. Dunteman Company for Widening and Reconstruction on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 18.4 (Kishwaukee River) to Milepost 24.9 (Genoa Road). This Change Order is to provide for removal and disposal of excess soil from the median; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order in the amount of \$260,655.72 increasing the upper limit of compensation from \$43,880,930.69 to \$44,141,586.41 on Contract No. I-13-4134 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chair

2/27/14

6.3/22

RESOLUTION NO. 20260

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20029 approved on July 25, 2013, entered into Contract No. I-13-4134 with R.W. Dunteman Company for Widening and Reconstruction on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 18.4 (Kishwaukee River) to Milepost 24.9 (Genoa Road). This Change Order is to provide for the temporary concrete barrier and relocation of the temporary concrete barrier; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order in the amount of \$260,719.76 increasing the upper limit of compensation from \$43,880,930.69 to \$44,141,650.45 on Contract No. I-13-4134 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chair

2/27/14

6.3/23

RESOLUTION NO. 20261

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20004 approved on June 27, 2013, entered into Contract No. I-13-4126 with William Charles Construction Company for Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 33.5 (Anthony Road) to Milepost 41.5 (US Route 20). This Extra Work Order is to provide for cold weather construction; 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 \$415,000.00 increasing the upper limit of compensation from \$46,695,751.89 to \$47,110,751.89 on Contract No. I-13-4126 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: Paula Coffey
Chair

2/27/14

6.3/24

RESOLUTION NO. 20262

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20031 approved on July 25, 2013, entered into Contract No. I-13-4136 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Widening and Reconstruction on Westbound Jane Addams Memorial Tollway (I-90) from M.P. 41.5 (US 20) to M.P. 45.5 (IL 47). This Change Order/Extra Work Order is to provide for cold weather construction; and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Change Order/Extra Work Order in the amount of \$397,500.00 increasing the upper limit of compensation from \$29,294,437.60 to \$29,691,937.60 on Contract No. I-13-4136 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chair

2/27/14

6.3/25

RESOLUTION NO. 20263

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19661 approved on March 22, 2012, entered into Contract I-11-4000 with Plote Construction Inc. for Reconstruction on the Jane Addams Memorial Tollway (I-90) and IL Route 47 Interchange from Milepost 45.6 (Sandwald Road) to Milepost 47.3 (IL Route 47). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$1,287,959.75 on Contract No. I-11-4000 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____


Chair

2/27/14

6.3/26

RESOLUTION NO. 20264

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19853 approved on January 10, 2013, entered into Contract I-12-4076 with F.H. Paschen, S.N. Nielsen & Associates, Inc. for Widening and Reconstruction on Eastbound Jane Addams Memorial Tollway (I-90) from Milepost 45.5 (IL 47) to Milepost 49.7 (Union Pacific Railroad). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$56,500.00 on Contract No. I-12-4076 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____


Chair

2/27/14

6.3/27

RESOLUTION NO. 20265

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20032 approved on July 25, 2013, entered into Contract RR-13-5674 with Plote Construction, Inc. for Shoulder Rehabilitation on the Jane Addams Memorial Tollway (I-90) from Milepost 54.2 (Elgin Plaza 9) to Milepost 79.5 (Kennedy Expressway). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$56,800.00 on Contract No. RR-13-5674 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____


Chair

2/27/14

6.3/28

RESOLUTION NO. 20266

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19841 approved on December 13, 2012, entered into Contract No. I-12-4068 with Lorig Construction Company for Coon Creek Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 34.8. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-12-4068 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____
Chair

2/27/14

6.3/29

RESOLUTION NO. 20267

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19838 approved on December 13, 2012, entered into Contract No. I-12-4069 with Lorig Construction Company for Mosquito Creek Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 27.4. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-12-4069 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____


Chair

2/27/14

6.3/30

RESOLUTION NO. 20268

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19937 approved on March 28, 2013, entered into Contract No. RR-12-4085 with R.W. Dunteman Company for Ramp Reconstruction on the Ronald Reagan Memorial Tollway (I-88), York Road Ramp A at I-88/I-294, Milepost 138.7. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-12-4085 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____


Chair

2/27/14

6.3/31

RESOLUTION NO. 20269

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19936 approved on March 28, 2013, entered into Contract No. RR-12-4086 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Ramp Reconstruction on the Ronald Reagan Memorial Tollway (I-88), at Highland Avenue, Ramp A, Milepost 134.3 and at Spring Road, Ramps A and B, Milepost 137.1. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-12-4086 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____
Chair 

RESOLUTION NO. 20270

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19939 approved on March 28, 2013, entered into Contract No. RR-12-4089 with Acura, Inc. for Ramp Reconstruction on the Tri-State Tollway (I-294) from Milepost 40.1 to Milepost 40.6 (I-90 / I-190 / River Road Interchange). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-12-4089 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____

Handwritten signature of Paul Aoy in cursive script.

Chair

RESOLUTION NO. 20271

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19566 approved on December 15, 2011, entered into Contract No. RR-11-5634 with K-Five Construction Corp./Lorig Construction Co. (JV) for Northbound Roadway and Bridge Rehabilitation on the Tri-State Tollway (I-294) from Milepost 17.6 (95th Street) to Milepost 30.0 (Cermak Road Plaza); and on the Reagan Memorial Tollway (I-88) at Milepost 138.7 (Cermak Road). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-11-5634 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20272

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19944 approved on March 28, 2013, entered into Contract No. RR-12-9131 with Stenstrom Excavation & Blacktop Group for Fuel System Rehabilitation - Phase II, Systemwide. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-12-9131 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____


Chair

RESOLUTION NO. 20273
AMENDING RESOLUTION NO. 20191

Background

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

Resolution

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

RESOLUTION NO. 20273
AMENDING RESOLUTION NO. 20191

Resolution – Continued

experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

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

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

2/27/14

6.3/35

RESOLUTION NO. 20273
AMENDING RESOLUTION NO. 20191

Resolution – Continued

Approved by: _____
Chair



2/27/14

6.3/35

RESOLUTION NO. 20273
AMENDING RESOLUTION NO. 20191

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

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 (see newly added parcels)
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

Parcel	PIN NUMBER/OR DESCRIPTION	County
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

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

Parcel	PIN NUMBER/OR DESCRIPTION	County
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

Parcel	PIN NUMBER/OR DESCRIPTION	County
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

Elgin O'Hare Western Access ADDED IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-067	03-11-202-036	DuPage
EO-1B-12-085	03-05-200-030	DuPage
EO-1B-12-134	03-03-400-001	DuPage
EO-1B-12-135	03-03-400-029	DuPage

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

EO-1B-12-905	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-920	THAT PART OF LOT 3 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-921	THAT PART OF LOT 2 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage

Elmhurst Road Interchange (Cook County)

NW-7A-12-013	08-24-304-002, 08-24-304-003, 08-24-304-004, 08-24-304-009, 08-24-304-010, 08-24-304-013, 08-24-304-014 - added pins
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RESOLUTION NO. 20274
AMENDING RESOLUTION NO. 20226

Background

Resolution 20019 amending Resolution 19985 amending Resolution 19881 amending Resolution 19584 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 20226 amended Resolution 20192 and Resolution 20158 and Resolution 20087 and Resolution 19948 and Resolution 19904 identified parcels that may need to be acquired by condemnation. Resolution 20226 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 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20226 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

2/27/14

6.3/36

RESOLUTION NO. 20274
AMENDING RESOLUTION NO. 20226

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

PARCEL NUMBER	PIN NUMBER	NOTES	COUNTY
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
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		
	09-32-204-026		Cook
NW-3B-13-001	08-06-300-002		
	08-06-400-001		
	07-01-400-004		Boone
	07-12-200-002		
NW-4D-12-002	none - PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY		Kane
	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
NW-4D-12-003			

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

I-90 ADDED IDENTIFIED PARCELS

PARCEL NUMBER	PIN NUMBER	NOTES	COUNTY
NW-6B-13-001	01-34-302-002, 01-34-302-003, 06-02-100-008, 06-02-200-015		Cook
NW-6B-13-002	01-34-400-005, 01-34-400-007, 06-02-200-014		Cook
NW-6B-13-008	THAT PART OF THE EAST HALF OF FRACTIONAL SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EXCEPT THE EAST 1 CHAIN AND 82 LINKS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83		Cook
NW-6B-13-010	THAT PART OF CENTRAL ROAD – THAT PART OF THE FRACTIONAL WEST HALF OF THE WEST HALF OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 10		Cook
NW-6B-13-012	07-04-201-007, 07-04-201-008, 07-04-201-009, 07-04-201-010, 07-04-201-011, 07-04-201-012		Cook
NW-6B-13-013	07-03-101-016		Cook
NW-6C-13-006	07-10-101-025		Cook
NW-6C-13-007	07-03-101-017		Cook
NW-6C-13-009	07-10-200-009, 07-03-200-010, 07-03-200-013, 07-03-200-015, 07-03-200-018		Cook
NW-6C-13-011	07-10-101-040, 07-10-101-041		Cook
NW-6C-13-016	07-01-100-003, 07-02-201-008, 07-11-201-015, 07-11-201-016, 07-02-201-009, 07-12-100-008, 07-12-100-010, 02-34-300-067, 02-34-300-068, 02-34-400-009, 02-34-400-015		Cook
NW-6C-13-020	07-12-202-007		Cook

RESOLUTION NO. 20276

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”) in connection with the improvements to the Tri-State Tollway (I-294/I-94) from Balmoral Avenue to the Wisconsin State Line included in TOLLWAY construction Contract I-07-5241 by widening and reconstructing I-294 to provide four (4) through traffic lanes in each direction. IDOT requested that the Tollway lengthen the two span structure Northbound with a center pier located within the median of Illinois Route 21 to accommodate the future widening of Illinois Route 21, and the Tollway agreed to IDOT’s request to lengthen the bridge, subject to reimbursement by IDOT (in the approximate amount of \$3,900,000).

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement with the Illinois Department of Transportation in substantially the form of the Intergovernmental Agreement attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.

Approved by: _____



Chair

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

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

WITNESSETH:

WHEREAS, the TOLLWAY, as part of its "Congestion Relief Plan", in order to facilitate the free flow of traffic and ensure safety to the motoring public, has undertaken improvements to the Tri-State Tollway (I-294/I-94) from Balmoral Avenue to the Wisconsin State Line (hereinafter sometimes referred to as "Toll Highway"), and included in TOLLWAY construction contract(s) including but not limited to Contract I-07-5241 (hereinafter referred to as the "PROJECT") by widening and reconstructing I-294 to provide four (4) through traffic lanes in each direction; and

WHEREAS, the TOLLWAY, as part of the PROJECT, has removed and replaced the Northbound I-294 Bridge over Illinois Route 21, (DEPARTMENT Bridge No. 016-2010 and TOLLWAY Bridge No. 327); and

WHEREAS, the DEPARTMENT requested that the TOLLWAY lengthen the two span structure with a center pier located within the median of Illinois Route 21 to accommodate the future widening of Illinois Route 21; and

WHEREAS, the TOLLWAY agreed to the DEPARTMENT's request to lengthen the bridge; and

WHEREAS, prior to this AGREEMENT, the TOLLWAY and the DEPARTMENT executed a Letter of Understanding dated September 15, 2009 on October 1, 2009 for the above mentioned PROJECT agreeing to enter into this AGREEMENT and to abide by the terms as hereinafter stipulated; and

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

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

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

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

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

I. ENGINEERING

- A. The TOLLWAY performed preliminary and final design engineering, obtained necessary surveys, and prepared the final plans and specifications for the PROJECT.
- B. The DEPARTMENT reviewed the plans and specifications which impacted the DEPARTMENT's maintained highways.
- C. The final approved plans and specifications for the PROJECT have been delivered to the DEPARTMENT by the TOLLWAY.
- D. The TOLLWAY assumed 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, were secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agreed to cooperate, insofar as their individual jurisdictional authorities allowed, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- E. The DEPARTMENT granted and consented to any and all permits, rights of access (ingress and egress), temporary use to the TOLLWAY, without charge to the TOLLWAY.
- F. The TOLLWAY required all construction performed within the TOLLWAY's rights of way to comply with the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the TOLLWAY Supplemental Specifications for construction, in effect at the time of construction.

II. RIGHT OF WAY

- A. The TOLLWAY performed all survey work and prepared all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. It was understood that neither the DEPARTMENT nor the TOLLWAY consent in this AGREEMENT to the transfer of any interest in the DEPARTMENT's or the TOLLWAY's property or rights of way which the DEPARTMENT or the TOLLWAY deem necessary for the maintenance and operation of their respective highway systems.

III. UTILITY RELOCATION

- A. The DEPARTMENT made arrangements for and issued all permits for the PROJECT and cooperated with necessary adjustments to existing utilities located within existing DEPARTMENT rights of way where improvements to DEPARTMENT highways were proposed by the DEPARTMENT to be done in conjunction with the PROJECT, at no expense to the TOLLWAY.
- B. The TOLLWAY made arrangements for and issued 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 were outside areas of DEPARTMENT jurisdiction, where improvements to TOLLWAY facilities were proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT.

IV. CONSTRUCTION

- A. The TOLLWAY advertised and received bids, obtained DEPARTMENT concurrence as to the amount of bids (for work to be funded wholly or partially by the DEPARTMENT before award), awarded the contract(s), provided construction engineering inspections and caused the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. The DEPARTMENT and its authorized agents had all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affected the DEPARTMENT's system. The DEPARTMENT assigned personnel to perform inspections on behalf of the DEPARTMENT of all work included in the PROJECT that affected the DEPARTMENT's system, and delivered 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.
- C. Notices were delivered by either PARTY pursuant to this AGREEMENT as indicated in Section IX of this AGREEMENT.

- D. The TOLLWAY gave notice to the DEPARTMENT upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DEPARTMENT, and the DEPARTMENT made such inspection after notice thereof.
- E. The TOLLWAY had 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 applicable at the time of construction.

V. FINANCIAL

- A. It is mutually agreed by the PARTIES hereto that the actual final cost to the DEPARTMENT is \$3,548,569.06 for construction costs and \$354,856.91 (10% of construction costs) for construction engineering, for a total actual final cost of \$3,903,425.97.
- B. The DEPARTMENT agrees that upon completion of the contract for this improvement and receipt of an invoice from the TOLLWAY, the DEPARTMENT will pay to the TOLLWAY in a lump sum an amount equal to 100% of its obligation incurred under this AGREEMENT based on final costs.

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.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
 11. 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.
- D. 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-294 in its entirety.
- B. The DEPARTMENT agrees to maintain, or cause to maintain, Illinois Route 21 in its entirety.
- C. The bridge improvements constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph D above and involve the following roadway(s):

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

Type 1	Illinois Route 21
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1. Type 1 - TOLLWAY Right of Way over a Local Road
 - a. The DEPARTMENT has all maintenance responsibility as to the following:
 - i. 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;

- ii. 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;
 - iii. All underpass lighting;
 - iv. All DEPARTMENT traffic signals;
- b. The TOLLWAY has all maintenance responsibility as to all remaining portions of the TOLLWAY 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 TOLLWAY access control fencing, and fences.

- D. The PARTIES agree that the TOLLWAY reserves the exclusive right to review and approve the following:
- 1. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
 - 2. 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;
 - 3. 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.
- E. 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.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. All items of construction which are stipulated in this AGREEMENT to be maintained by the DEPARTMENT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT, and all items of construction which are stipulated in this AGREEMENT to be maintained by the TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.
- B. 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 party.
- C. Nothing herein is intended to prevent or preclude 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.
- D. The DEPARTMENT agrees to allow the TOLLWAY to review and will consider comments on major roadway access issues along Illinois Route 21 that arise within one half (1/2) mile from the centerline of I-294. 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 21.
- E. 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.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Transportation 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-294. The DEPARTMENT shall retain jurisdiction of Illinois Route 21 traversed or affected by I-294 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. In the event of a dispute between the DEPARTMENT and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY and the DEPARTMENT's Deputy Director/Region One Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.
- E. 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.
- F. The TOLLWAY agrees that any work performed by other than TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 applied.
- G. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is the Illinois Department of Transportation, Region One/District One, 201 W. Center Court, Schaumburg, Illinois 60196.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- J. The failure by the TOLLWAY or the DEPARTMENT to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the TOLLWAY or the DEPARTMENT unless such provision is waived in writing.
- K. 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.

- L. 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
Region One/District One
201 W. Center Court
Schaumburg, Illinois 60196
Attn: Deputy Director/Region One Engineer

- M. The DEPARTMENT 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 DEPARTMENT under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The DEPARTMENT 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.
- N. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- O. Financial obligations of the DEPARTMENT and the TOLLWAY will cease immediately without penalty or further payment being required, if in any Fiscal Year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract(s). Notwithstanding, if this provision is triggered, all maintenance and non-financial obligations shall remain in force. Financial obligations will resume immediately, if in any Fiscal Year, the Illinois General Assembly or Federal funding source make funds available once again for this contract(s).

(This space intentionally left blank)

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

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
Ann L. Schneider,
Secretary of Transportation

Date: _____

By: _____
Omer A. Osman, P.E.
Director of Highways/
Chief Engineer

Date: _____

By: _____
Tony Small,
Acting Director of Finance &
Administration

Date: _____

By: _____
Michael A. Forti,
Chief Counsel

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. 20277

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”) in connection with the improvements to Southbound Tri-State Tollway (I-294) over Illinois Route 21 (Milwaukee Avenue), which was included in Tollway construction Contract I-07-5242. IDOT requested that the Tollway lengthen the Southbound I-294 Bridge over Illinois Route 21 to accommodate the future widening of Illinois Route 21 (Milwaukee Avenue), and the Tollway agreed to IDOT’s request to lengthen the bridge, subject to reimbursement by IDOT (in the approximate amount of \$3,250,000).

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement with the Illinois Department of Transportation in substantially the form of the Intergovernmental Agreement attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.

Approved by: _____

Chair



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

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

WITNESSETH:

WHEREAS, the TOLLWAY has completed contract work associated with the Southbound Tri-State Tollway (I-294) (hereinafter sometimes referred to as "Toll Highway"), over Illinois Route 21 (Milwaukee Avenue), which was included in TOLLWAY construction Contract I-07-5242 under DEPARTMENT Section: _____, and DEPARTMENT Job No. _____ (hereinafter referred to as the "PROJECT"); and

WHEREAS, the TOLLWAY and the DEPARTMENT executed a Letter of Understanding for the above PROJECT dated February 26, 2008 on July 1, 20008, (hereinafter referred to as the "LOU"); and

WHEREAS, the TOLLWAY was planning to widen and replace the Southbound I-294 Bridge over Illinois Route 21, but at the request of the DEPARTMENT, and in accordance with the LOU, the Southbound I-294 Bridge over Illinois Route 21 was widened and reconstructed, lengthening the bridge to accommodate the future widening of Illinois Route 21 (Milwaukee Avenue) to a potential cross section of four (4) twelve (12) foot through traffic lanes, an eighteen (18) foot median, and a ten (10) foot bike path on both sides of the roadway. The reconstructed bridge will also provide a minimum vertical clearance of fifteen foot eight inches (15'8") above Illinois Route 21 (Milwaukee Avenue); and

WHEREAS, the TOLLWAY and the DEPARTMENT by this instrument, desire to reiterate, in accordance with the LOU, 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 DEPARTMENT by virtue of its powers as set forth in 605 ILCS 5/4-101 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The TOLLWAY has performed preliminary and final design engineering, obtained necessary surveys, and prepared the final plans and specifications for the PROJECT, subject to reimbursement by the DEPARTMENT as hereinafter stipulated. During the design and preparation of the plans and specifications, the TOLLWAY submitted the plans and specifications to the DEPARTMENT for its review and comment at the following stages of plan preparation:

40% Complete

95% Complete (pre-final)

Final

- B. Any dispute concerning the plans and specifications, if any, has been resolved in accordance with Section IX of this AGREEMENT.
- C. The TOLLWAY assumed 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, were secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agreed to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- D. The DEPARTMENT granted and consented to any and all permits, rights of access (ingress and egress), temporary use to the TOLLWAY, without charge to the TOLLWAY.

II. RIGHT OF WAY

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

III. UTILITY RELOCATION

- A. The TOLLWAY made arrangements for and issued all permits for the PROJECT required adjustments to utility facilities located on existing TOLLWAY rights of way, which were outside areas of DEPARTMENT jurisdiction, where improvements to TOLLWAY facilities were proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT.
- B. At all locations where utilities were located on DEPARTMENT rights of way and were adjusted due to work proposed by the TOLLWAY, the DEPARTMENT cooperated with the TOLLWAY in making arrangements with the applicable utility and issued all permits for the requisite adjustment(s) at no cost to the TOLLWAY.

IV. CONSTRUCTION

- A. The TOLLWAY advertised and received bids, obtained DEPARTMENT concurrence as to the amount of bids (for work to be funded wholly or partially by the DEPARTMENT before the award), awarded the contract(s), provided construction engineering inspections and caused the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. The DEPARTMENT and its authorized agents had all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affected the DEPARTMENT's system. The DEPARTMENT assigned personnel to perform inspections on behalf of the DEPARTMENT of all work included in the PROJECT that affected the DEPARTMENT's system.
- C. The TOLLWAY had 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, in effect at that time or the applicable version of the TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. It is mutually agreed by the PARTIES hereto that construction engineering shall be computed as 10% of actual final construction costs.
- B. It is mutually agreed by the PARTIES hereto that the final actual cost to the DEPARTMENT is \$2,956,508.88 for construction costs and \$295,650.89 (10% of construction costs) for construction engineering for a total final actual cost of \$3,252,159.77.
- C. The DEPARTMENT agrees that upon full execution of this AGREEMENT and receipt of an invoice from the TOLLWAY, the DEPARTMENT will pay to the TOLLWAY in a lump sum an amount equal to 100% of its obligation incurred under this AGREEMENT based on the above final costs.

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.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- 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. It is understood and agreed by the PARTIES that the TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-294 in its entirety and the DEPARTMENT shall retain jurisdiction and maintenance responsibilities for Illinois Route 21 (Milwaukee Avenue) in its entirety. The PARTIES maintenance responsibilities are described in the General Maintenance Agreement executed on December 21, 1960 and further detailed below.
- B. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 1	Illinois Route 21 (Milwaukee Avenue)

- 1. Type 1 - TOLLWAY Right of Way over a Local Road
 - a. The DEPARTMENT has all maintenance responsibility as to the following:
 - i. 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;
 - ii. 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;

iii. All underpass lighting;

iv. All DEPARTMENT traffic signals;

b. The TOLLWAY has all maintenance responsibility as to all remaining portions of the TOLLWAY 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 TOLLWAY access control fencing, and fences.

C. The PARTIES agree that the TOLLWAY reserves the exclusive right to review and approve the following:

1. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
2. 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;
3. 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.

D. 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.

E. 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.

- F. 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.
- G. Signalization and pavement markings at the interchange, if any, will be under the control of the DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The DEPARTMENT consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto TOLLWAY mainline pavement.
- H. The DEPARTMENT agrees to assume responsibility for the reconstruction and maintenance of the bicycle path, side path, multi-use path, sidewalk, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, retaining walls, landscaping, etc. in its entirety.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. All items of construction which are stipulated in this AGREEMENT to be maintained by the DEPARTMENT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT, and all items of construction which are stipulated in this AGREEMENT to be maintained by the TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.
- B. 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 party.
- C. Nothing herein is intended to prevent or preclude 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.

- D. The DEPARTMENT agrees to allow the TOLLWAY to review and will consider comments on major roadway access issues along Illinois Route 21 (Milwaukee Avenue) that arise within one half (1/2) mile from the centerline of I-294. 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 21 (Milwaukee Avenue).
- E. 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.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Transportation 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-294. The DEPARTMENT shall retain jurisdiction of Illinois Route 21 (Milwaukee Avenue) traversed or affected by I-294 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 DEPARTMENT or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. In the event of a dispute between the DEPARTMENT and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY and the DEPARTMENT's Deputy Director/Region One Engineer of the DEPARTMENT 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.

- F. 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.
- G. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is Illinois Department of Transportation, 201 W. Center Court, Schaumburg, Illinois 60196.
- 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 DEPARTMENT to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the TOLLWAY or the DEPARTMENT 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 DEPARTMENT:

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

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

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

- P. Financial obligations of the DEPARTMENT and the TOLLWAY will cease immediately without penalty or further payment being required, if in any Fiscal Year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract(s). Notwithstanding, if this provision is triggered, all maintenance and non-financial obligations shall remain in force. Financial obligations will resume immediately, if in any Fiscal Year, the Illinois General Assembly or Federal funding source make funds available once again for this contract(s).

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

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
 Ann L. Schneider,
 Secretary of Transportation

Date: _____

By: _____
 Omer A. Osman, P.E.
 Director of Highways/
 Chief Engineer

Date: _____

By: _____
Tony Small,
Acting Director of Finance &
Administration

Date: _____

By: _____
Michael A. Forti,
Chief Counsel

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. 20278

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Village of Rosemont (“Village”) in connection with the improvements to the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 by implementing Contract I-13-4156 which will reconstruct the westbound lanes of I-90 from west of I-294 to east of the Des Plaines River. The work includes reconstructing the eastbound and westbound bridges over the Des Plaines River, including the installation of underpass lighting. The Village agrees to maintain the underpass lighting on these bridges.

Resolution

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

Approved by: _____

Chair



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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____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 ROSEMONT, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the 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-13-4156 (hereinafter referred to as the "PROJECT") by making the following improvements:

Reconstructing the westbound lanes of I-90 from west of I-294 to east of the Des Plaines River. Reconstructing the I-90 Bridges over Willow Creek, eastbound and westbound I-90 Bridges over Des Plaines River Road, eastbound I-90 Bridge over the Des Plaines River Road Ramp A, eastbound and westbound Bridges over the Des Plaines River, and the westbound I-190 Bridge over westbound I-90. Constructing retaining walls, removing and replacing curb and gutters, removing and replacing sidewalks, installing drainage structures, ITS improvements, median remove and replace, installing landscaping, installing underpass lighting to accommodate a longer underpass, and any work necessary to complete the improvement 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 VILLAGE shall review the plans and specifications which impact the VILLAGE's maintained highways within fifteen (15) calendar days of receipt thereof. If the TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's maintained highways. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the TOLLWAY. Notwithstanding, any disapproval by the VILLAGE, the TOLLWAY after considering the VILLAGE's objections shall proceed as the Chief Engineer of the TOLLWAY deems appropriate.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. 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.
- E. 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 permanent right of way interests 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. In the event, the TOLLWAY identifies areas of the VILLAGE's right of way temporarily needed 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 the contractor's surety bonding requirement. 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. 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. 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.

- C. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- D. 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.
- E. 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. The TOLLWAY agrees to pay all PROJECT related engineering, 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. "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.
 - 4. "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, the underpass lighting 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):

<u>Type of Bridge Structure</u>	<u>Affected Roadway</u>
Type 1	Des Plaines River Road

- D. Type 1 - TOLLWAY Right of Way over a Local Road
 - 1. The VILLAGE has all maintenance responsibility as to the following:
 - a. All VILLAGE right of way, highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;
 - b. All drainage facilities on VILLAGE right of way which drain VILLAGE highway facilities, except such facilities installed by the TOLLWAY on VILLAGE property for the purpose of carrying exclusively Toll Highway drainage;
 - c. All underpass lighting;
 - d. All VILLAGE traffic signals;
 - 2. The TOLLWAY has all maintenance responsibility as to all remaining portions of the TOLLWAY right of way at an intersection not maintained by the VILLAGE, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within TOLLWAY access control fencing, and fences.
- E. The PARTIES agree that the TOLLWAY reserves the exclusive right to review and approve the following:
 - 1. Any and all signage affixed to the grade separation structure or placed on 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).
- F. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

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.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Rosemont 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 Des Plaines River 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 Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications 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 Rosemont
9501 West Devon Avenue
Rosemont, Illinois 60018
Attn: Village Engineer

(This space intentionally left blank)

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

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

THE VILLAGE OF ROSEMONT

By: _____
Bradley Stephens, Mayor

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 20279

Background

The Tollway is interested in entering into an Intergovernmental Agreement with the Village of Hoffman Estates and the Illinois Department of Transportation ("IDOT"). The Tollway intends to improve the Jane Addams Memorial Tollway (I-90), which will include the reconstruction of the Barrington Road bridge over I-90. The current partial interchange will be reconstructed resulting in Barrington Road being serviced with a full access interchange. In addition, a shared use path and a sidewalk will be constructed.

The estimated cost of the project is \$64,851,400. The Tollway will bear 60% of the construction costs. IDOT will be responsible for approximately 33% and the Village of Hoffman Estates will be responsible for approximately 7% of the construction costs.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement with the Village of Hoffman Estates 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,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
THE VILLAGE OF HOFFMAN ESTATES**

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 HOFFMAN ESTATES, 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); and

WHEREAS, the TOLLWAY and the VILLAGE executed an Intergovernmental Agreement on May 17, 2013 (which is incorporated herein by reference) for the VILLAGE to serve as the lead agency to engineer a full access interchange facility at I-90 and Barrington Road; and

WHEREAS, the DEPARTMENT and the VILLAGE executed an Intergovernmental Agreement on June 30, 2011 for the VILLAGE to serve as the lead agency for preliminary engineering of a full access interchange facility at I-90 and Barrington Road; and

WHEREAS, the PARTIES hereto, in preparation for the full access facility, and in order to facilitate the free flow of traffic and ensure safety to the motoring public are implementing this improvement in two (2) phases. Phase I will improve the Barrington Road Bridge over the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway") and Phase II will reconstruct the interchange and widen Barrington Road. These improvements shall be included in TOLLWAY construction contract(s) to be determined and for TOLLWAY recording purposes only shall be known as TOLLWAY Contract 002013-49, (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT is further defined by making the following improvements:

Phase I

Remove and replace the existing Barrington Road Bridge over I-90 as the first phase of the full access interchange. Remove and replace the two existing retaining walls at the bridge abutments with new retaining walls. Pavement and medians on Barrington Road will be removed and replaced with temporary pavements, earthwork and grading. Utilities will be protected and relocated. Temporary traffic signal equipment and temporary traffic signal interconnect will be installed along with temporary lighting and permanent bridge underpass lighting, and any work necessary to complete the Phase I in accordance with the approved plans and specifications; and

Phase II

The interchange will be reconstructed from a modified partial cloverleaf interchange with limited access to a Single Point Urban Interchange (SPUI) with full access to I-90. Barrington Road will be widened to accommodate the interchange improvements from an existing 6-lane typical section to a proposed 8-lane typical section from South of Hassell Road to the interchange. Barrington Road will be widened from an existing 4-lane typical section to a proposed 6-lane typical section from the interchange to Central Road. Barrington Road will be reconstructed from approximately 400 feet north of Hassell Road to Central Road. The existing ramps to and from the east will be reconstructed on new alignment. New ramps will be constructed to and from the west. The existing westbound exit toll plaza and existing eastbound entrance will remain. A shared use path will be constructed on the west side of Barrington Road between Higgins Road and Hassell Road. A shared use path will be constructed on the east side of Barrington Road between Hassell Road and Central Road. Shared use paths will be constructed in the northeast and southeast quadrants of the interchange to connect to Central Road and Pembroke Avenue. A sidewalk will be constructed on the west side of Barrington Road between Hassell Road and Central Road. Traffic signals will be removed and replaced at the intersections of Hassell Road and Central Road. A new traffic signal will be installed at the SPUI interchange. Roadway lighting will be constructed along Barrington Road from Hassell Road to Central Road. Roadway lighting will be constructed for all the new ramps. Lighting will be constructed for the shared use paths in the southeastern quadrants. The contract will also provide drainage, erosion control, landscaping, potential utility protection and relocation, temporary pavements, pavement removals, and pavement marking and signing. A retaining wall will also be constructed on the east side of Barrington Road between Hassell Road and the interchange, and any work necessary to complete Phase II in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the TOLLWAY include in its PROJECT the extension of four (4) casing pipes for its sanitary sewers and its water main, a shared use path to be located on the west side of Barrington Road between Higgins Road and Hassell Road and then switch to the east side of Barrington Road and continue to Central Road, a sidewalk on the west side of Barrington Road between Hassell Road and Central Road, shared use path spurs in the northeast and south east quadrant of the interchange to provide network connectivity, extend the sidewalk on the north/west side of Pembroke Avenue from the current northern terminus near the Commonwealth Edison substation to the shared use path spur in the southeast quadrant of the interchange, lighting for the shared use path spur at the southeast quadrant, installing decorative bicycle/pedestrian

railing on the bridge parapet beyond DEPARTMENT standards, installing the TOLLWAY's I-90 East Corridor Standard on the bridge parapet walls, the installation of corner and pier monuments, the installation of decorative (painted) light poles on Barrington Road, the installation of the TOLLWAY's Custom Quarry Stone form liner on bridge retaining walls along I-90, the installation of the DEPARTMENT's Ashlar Stone form liner on the Barrington Road retaining wall, and the installation of Emergency Vehicle Pre-Emption equipment on the new traffic signals on Barrington Road at I-90 ramps; and

WHEREAS, the TOLLWAY agrees to the VILLAGE's request to add the above work to the PROJECT; and

WHEREAS, subsequent to this AGREEMENT, the VILLAGE agrees to obtain from the TOLLWAY an approved permit for the shared use path spurs located on TOLLWAY property, and to abide by all conditions set forth therein; and

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

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

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in 605 ILCS 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 VILLAGE agrees to serve as the lead agency to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT (collectively ENGINEERING), subject to reimbursement by the TOLLWAY as specified in the executed Intergovernmental Agreement on May 17, 2013. The preliminary engineering (Phase I) was led by the VILLAGE with the cost shared equally by the VILLAGE and the DEPARTMENT per an agreement between these two agencies dated June 30, 2011.

- B. During the design and preparation of the plans and specifications, the VILLAGE shall submit the plans and specifications to the TOLLWAY and the DEPARTMENT for their review and comment at the following stages of plan preparation:

40% Complete

95% Complete (pre-final)

Final

- C. The TOLLWAY and the DEPARTMENT shall review the plans and specifications which impact the TOLLWAY and/or DEPARTMENT's maintained highways within fifteen (15) calendar days of receipt thereof. Approval by the TOLLWAY and the DEPARTMENT shall mean they agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the TOLLWAY and the DEPARTMENT's maintained highways. In the event of disapproval, the TOLLWAY and/or the DEPARTMENT will detail in writing its objections to the proposed plans and specifications for review and consideration by the VILLAGE.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The final approved plans and specifications for the PROJECT shall be promptly delivered to the TOLLWAY and the DEPARTMENT by the VILLAGE.
- F. The VILLAGE agrees to assume the overall PROJECT ENGINEERING responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- G. The VILLAGE and the DEPARTMENT 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 or the DEPARTMENT.
- H. The TOLLWAY shall require all construction performed within the TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the TOLLWAY

Supplemental Specifications for construction, issued March 2013, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The TOLLWAY and the DEPARTMENT 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 bridge and the ramps pursuant to the plans and specifications.
- B. The VILLAGE 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 Barrington Road pursuant to the plans and specifications for the DEPARTMENT.
- C. Right of way acquired exclusively for construction of I-90, the ramps, or for other improvements to be maintained by the TOLLWAY (if needed), shall be acquired in the name of the TOLLWAY, by the TOLLWAY.
- D. Right of way acquired exclusively for construction of Barrington Road or for other improvements to be maintained by the DEPARTMENT (if needed), shall be acquired in the name of the DEPARTMENT, by the DEPARTMENT.
- E. The PARTIES existing right of way or respective real property owned and needed for the entire PROJECT or for other property or improvements, shall be (unless provided for herein) transferred and conveyed by warranty deed, free and clear of any encumbrances at no cost to the TOLLWAY.
- F. Any property transferred to the TOLLWAY from the VILLAGE and/or the DEPARTMENT shall be free and clear of any and all liens, interests and encumbrances as are necessary for rights of way to accommodate the proposed PROJECT. This will include but not be limited to the VILLAGE and/or the DEPARTMENT obtaining at their sole cost all boundary surveys, plats, legal descriptions, title commitments, title policies, appraisals, appraisal reviews and negotiations all of which must be in conformance with TOLLWAY requirements and guidelines and any other work necessary for an acquisition from land owners.
- G. The transfer of properties (that are not required for the proposed PROJECT improvements) or properties subject to future operations of respect to the DEPARTMENT highway system shall be transferred by "quit claim" to the DEPARTMENT by the TOLLWAY for nominal consideration only, and no monetary compensation shall be due.
- H. The DEPARTMENT and the VILLAGE shall provide the TOLLWAY all supporting documentation including, but not limited to documents referenced in II

D and II E above within thirty (30) calendar days of the title transfer to the TOLLWAY.

- I. Parcel plats and legal descriptions for property required for TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.
- J. Prior to any transfer of real property owned by the DEPARTMENT or the VILLAGE, to advance the PROJECT and not delay any PROJECT schedules, the DEPARTMENT and the VILLAGE shall permit, consent, authorize and grant to the TOLLWAY unrestricted access and all permits necessary to enter, access and use all real property owned by the DEPARTMENT or the VILLAGE that is required to construct the PROJECT. In furtherance thereof, the DEPARTMENT and the VILLAGE shall allow the TOLLWAY, its employees, vendors, and/or contractor(s) to use said real property to complete the PROJECT. The DEPARTMENT and the VILLAGE shall issue all necessary permits without charge to the TOLLWAY. In addition, the DEPARTMENT and the VILLAGE shall waive the contractor's surety bonding requirement. 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 DEPARTMENT or the VILLAGE.
- K. Right of way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way.

III. UTILITY RELOCATION

- A. The VILLAGE agrees to provide the TOLLWAY and the DEPARTMENT, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing TOLLWAY and DEPARTMENT rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the VILLAGE as lead agency shall identify adjustments to the aforementioned existing utilities.
- B. The VILLAGE 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 DEPARTMENT or VILLAGE highway rights of way; and 2) to DEPARTMENT or VILLAGE facilities improved as part of the PROJECT.
- C. The DEPARTMENT agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing utilities located within existing VILLAGE rights of way, and on proposed VILLAGE rights of way where improvements to VILLAGE roads are proposed to be done in conjunction with the PROJECT, at no expense to the TOLLWAY.

- D. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing DEPARTMENT rights of way, and on proposed DEPARTMENT rights of way where improvements to DEPARTMENT highways are proposed to be done in conjunction with the PROJECT, at no expense to the TOLLWAY.
- E. 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 DEPARTMENT or VILLAGE jurisdiction, where improvements to TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT or the VILLAGE.
- F. At all locations where utilities are located on DEPARTMENT or VILLAGE rights of way and must be adjusted due to work proposed by the TOLLWAY, the DEPARTMENT or the VILLAGE agree 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 DEPARTMENT or the VILLAGE for any and all out of pocket costs the DEPARTMENT or VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.
- G. At all locations where utilities are located on TOLLWAY rights of way and must be adjusted due to work proposed by the DEPARTMENT or the VILLAGE, the TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the DEPARTMENT or the VILLAGE's utilities are located on TOLLWAY rights of way and must be adjusted due to work proposed by the DEPARTMENT or the VILLAGE or due to work proposed by the TOLLWAY, the DEPARTMENT or the VILLAGE agree to obtain from the TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The DEPARTMENT and/or the VILLAGE agree to reimburse the TOLLWAY for any and all out of pocket costs the TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- H. In the event that the work proposed by the DEPARTMENT or the VILLAGE results in a conflict with the TOLLWAY's fiber optic cable system, the DEPARTMENT and/or the VILLAGE shall reimburse the TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- I. 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 and must be adjusted due to work proposed by the DEPARTMENT or the VILLAGE, the DEPARTMENT and the VILLAGE agree 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, obtain the DEPARTMENT's and the VILLAGE's concurrence as to the amount of bids (for work to be funded wholly or partially by the DEPARTMENT and/or the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the DEPARTMENT and the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DEPARTMENT and/or the VILLAGE shall be submitted to the DEPARTMENT and/or the VILLAGE for approval prior to commencing such work. The DEPARTMENT and/or 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 DEPARTMENT and/or the VILLAGE shall detail in writing its specific objections. If the TOLLWAY receives no written response from the DEPARTMENT and/or the VILLAGE within fifteen (15) calendar days after delivery to the DEPARTMENT and/or the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the DEPARTMENT and/or the VILLAGE. Notwithstanding any disapproval by the DEPARTMENT and/or the VILLAGE, the TOLLWAY may, after considering the DEPARTMENT's and/or 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 DEPARTMENT and/or the VILLAGE, the TOLLWAY shall provide no less than five (5) calendar days written notice to the DEPARTMENT and the VILLAGE prior to commencement of work on the PROJECT.
- D. The TOLLWAY shall require its contractor(s) working within the DEPARTMENT's and the VILLAGE's rights of way to comply with the indemnification provision contained at Section 107.26 in the TOLLWAY Supplemental Specifications for construction, issued March 2013, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- E. The TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract(s). The TOLLWAY shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DEPARTMENT assisted contracts. Failure by the TOLLWAY to carry out these requirements is a material breach of this contract,

which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate.

- F. The TOLLWAY shall require that the DEPARTMENT and the VILLAGE, and their agents, officers and employees be included as additional insured parties in the General Liability Insurance the TOLLWAY requires of its contractor(s) and that the DEPARTMENT and the VILLAGE will be added as an additional protected PARTY on all performance bonds and payment bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- G. The DEPARTMENT, the VILLAGE and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the DEPARTMENT's and/or the VILLAGE's system. The DEPARTMENT and the VILLAGE shall assign personnel to perform inspections on behalf of the DEPARTMENT and the VILLAGE of all work included in the PROJECT that affects the DEPARTMENT's and/or 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.
- 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 give notice to the DEPARTMENT and the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts 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 thereof. If the DEPARTMENT or 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 DEPARTMENT or the VILLAGE. At the request of the DEPARTMENT 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 and/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 or 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.
- J. 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. The PARTIES agree to pay their share of the estimated overall PROJECT costs as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that the estimated cost of the preliminary engineering is \$1,997,577.41. It is further agreed that the VILLAGE shall act as the lead agency for the preliminary engineering and the DEPARTMENT and the VILLAGE shall share in the cost per the agreement with the DEPARTMENT and the VILLAGE dated June 30, 2011. The DEPARTMENT and VILLAGE have each committed to obligate \$1,000,000 towards the preliminary engineering. The shared costs shall be credited towards the VILLAGE's and the DEPARTMENT's overall PROJECT costs.
- C. It is mutually agreed by the PARTIES hereto that estimated cost of final design engineering for the PROJECT is estimated at \$3,499,985.58. It is further agreed that the VILLAGE shall act as the lead agency for the final design engineering and the TOLLWAY will obligate \$1,750,000 in accordance with the executed Intergovernmental Agreement between the TOLLWAY and the VILLAGE on May 17, 2013. The VILLAGE also obligated \$1,750,000 towards the final design engineering. The shared costs shall be credited towards the VILLAGE's and the TOLLWAY's overall PROJECT costs.
- D. The PARTIES mutually agree to pay their share of the construction engineering.
- E. It is mutually agreed by the PARTIES hereto that the estimated cost of the PROJECT is \$64,851,400.
- F. It is further agreed that notwithstanding the projected estimated cost, the PARTIES will be responsible for the actual costs to construct the PROJECT. The obligations of the PARTIES shall be as follows:

TOLLWAY	60%
DEPARTMENT	33% (approximately)
VILLAGE	7% (approximately)

- G. The TOLLWAY agrees to be responsible for approximately 60% of the total PROJECT costs. The DEPARTMENT agrees to be responsible for approximately 33% of the total PROJECT costs and has allocated \$22,200,000. The VILLAGE agrees to be responsible for approximately 7% of the total PROJECT costs and has allocated \$5,000,000.

- H. The TOLLWAY's participation shall be in conformance with the October 2012 "Interchange Cost Sharing Policy" which serves as the base for the cost participation levels noted herein.
- I. It is mutually agreed by the PARTIES hereto that credit(s) toward the PARTIES PROJECT obligations shall be predicated upon actual costs expended.
- J. The VILLAGE agrees that subsequent to the full execution of this AGREEMENT, upon award of the contract for the Phase II PROJECT, and receipt of an invoice from the TOLLWAY based on actual bid prices, the VILLAGE will pay to the TOLLWAY within thirty (30) calendar days of receipt of the invoice an amount equal to 33% of its obligation incurred under this AGREEMENT, based on actual bid prices. Upon the first anniversary of the award of the Phase II PROJECT and receipt of an invoice from the TOLLWAY based on actual bid prices, the VILLAGE will pay to the TOLLWAY within thirty (30) calendar days of receipt of the invoice an additional amount equal to 33% of its total obligation. Upon the second anniversary of the award of the Phase II PROJECT and receipt of an invoice from the TOLLWAY, the VILLAGE will pay to the TOLLWAY within thirty (30) calendar days of receipt of the invoice an amount equal to 10% of its obligation based upon actual bid prices/final costs if available for both Phase I and Phase II. Upon the third anniversary of the award of the Phase II PROJECT or first anniversary of the completion of both Phase I and Phase II, whichever comes first, the VILLAGE will pay to the TOLLWAY within thirty (30) calendar days of receipt of an invoice from the TOLLWAY the remainder of its obligation based upon final costs.
- K. The DEPARTMENT agrees that upon award of the contract for the Phase I PROJECT and receipt of an invoice from the TOLLWAY based on actual bid prices, the DEPARTMENT will pay to the TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said TOLLWAY the remainder of its obligation in a lump sum, upon completion of both Phase I and Phase II, based on final cost.
- L. Any PARTY may submit an authorized written 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 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 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:
 - D. "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.
 - E. "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.
 - F. "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.
 - G. "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.
 - H. "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.
- I. 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.

- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. These are three types of bridge structures that intersect the TOLLWAY rights of way:

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

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

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

VII. MAINTENANCE - RESPONSIBILITIES

- A. The TOLLWAY agrees to maintain I-90 in its entirety, including all entrance and exit ramps to Barrington Road.

- B. The DEPARTMENT agrees to maintain, or cause to maintain, Barrington Road's through traffic lanes lying on either side of the median or centerline, the left turn and right turn lanes and the curb and gutter adjacent to those traffic lanes and turn lanes, in its entirety.
- C. The VILLAGE agrees to maintain, or cause to maintain, those portions of Barrington Road (within the VILLAGE's limits) which are not maintained by the DEPARTMENT, including parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, crosswalk and stop line markings, shared use paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, VILLAGE owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy thereof and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this PROJECT beyond the aforementioned responsibilities shall be that of the DEPARTMENT.
- D. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Barrington Road. Drainage facilities, if any, at the aforementioned side roads located within the DEPARTMENT right of way, shall be the joint maintenance responsibility of the DEPARTMENT and the VILLAGE unless there is an agreement specifying different responsibilities.
- E. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph O, above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 3	Barrington Road

- 1. Type 3 - Bridge Structure with a Partial or Complete Ramp Interchange System
 - a. The DEPARTMENT has all maintenance responsibility as to the following:
 - i. All DEPARTMENT right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the DEPARTMENT highway pavement connecting the DEPARTMENT highway roadway pavement with TOLLWAY ramps;

- ii. All grassed areas and embankments along DEPARTMENT highway roadway, outside fences installed to protect the Toll Highway;
 - iii. All traffic signals on the DEPARTMENT highway and at the intersections between the DEPARTMENT highway and the ramps to and from the Toll Highway;
 - iv. All guardrails on the DEPARTMENT right of way and highway roadway;
 - v. All drainage facilities on DEPARTMENT highways, except for drainage structures under Toll Highway ramps;
 - vi. All lighting on the DEPARTMENT right of way and on areas of the intersection outside fences installed to protect the Toll Highway.
- b. The following portions of the grade elevation structure:
- i. The wearing surface;
 - ii. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - iii. Drainage facilities above structural beams and girders;
 - iv. All lighting except underpass;
 - v. All DEPARTMENT signals and signs;
 - vi. 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;
 - vii. All drainage facilities carrying exclusively DEPARTMENT drainage.
- c. 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:
- i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - ii. All fences along TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;

- iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - v. All underpass lighting.
- d. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
- i. At diamond interchanges, or where ramps are signalized, the TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the DEPARTMENT highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the DEPARTMENT's through traffic lanes;
 - ii. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with DEPARTMENT highway roadway, or which otherwise do not conform to the description in the paragraph above, the TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside DEPARTMENT highway roadway through traffic lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp. When no acceleration-deceleration lane is incorporated in the interchange, the TOLLWAY shall be responsible for the point of contiguity with the DEPARTMENT's pavement;
 - iii. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the DEPARTMENT as set forth above;
 - iv. All lighting installed on TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
 - v. Sound walls installed by the TOLLWAY on TOLLWAY right of way or for the benefit of the TOLLWAY and its patrons.
- F. The PARTIES agree that the TOLLWAY reserves the exclusive right to review and approve the following:
- 1. Any and all signage affixed to the grade separation structure or placed on 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 DEPARTMENT 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 DEPARTMENT before such closure;
- G. 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.
- H. 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.
- I. 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.

- J. Signalization and pavement markings at the interchange, if any, will be under the control of the DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The DEPARTMENT consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto TOLLWAY mainline pavement.

- K. Upon acceptance by the DEPARTMENT of the traffic signal work included herein, the financial responsibility for maintenance and electrical energy charges for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elec. Energy</u>
Barrington Road @ Hassell Road		
DEPARTMENT	(50) %	(0) %
VILLAGE	(50) %	(100) %
Barrington Road @ I-90 SPUI		
DEPARTMENT	(100) %	(100) %
VILLAGE	(0) %	(0) %
Barrington Road @ Central Road/Studio Drive		
DEPARTMENT	(75) %	(100) %
Village of South Barrington	(25) %	(0) %
Cook County	(0) %	(0) %

- L. It is mutually agreed that the actual traffic signal maintenance will be performed by the DEPARTMENT, either with its own forces or through an ongoing contractual agreement.

- M. The TOLLWAY agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The

DEPARTMENT and the VILLAGE agree to pay their proportionate share of this cost as billed by the local power company.

- N. The DEPARTMENT retains the right to control the sequence and timing of the traffic signals.
- O. The PARTIES hereto agree that the traffic signal maintenance and energy provisions of this AGREEMENT shall remain in effect for a period of twenty (20) years from the date of its execution or so long as the traffic signals covered by the terms of this AGREEMENT or any amendment hereto remain in place either in their current or some modified configuration, whichever, is the shortest period of time. Such an effective term shall apply unless otherwise agreed in writing by the DEPARTMENT and the VILLAGE.
- P. The DEPARTMENT's Electrical Maintenance Contractor shall maintain the Emergency Vehicle Pre-Emption System equipment located on the above mentioned traffic signals. The DEPARTMENT's Electrical Maintenance Contractor shall invoice the VILLAGE for maintenance costs related to the maintenance of the Emergency Vehicle Pre-Emption System equipment. The VILLAGE shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be maintained and tested by the VILLAGE in accordance with the recommendations of the manufacturer.
- Q. It is mutually agreed, if, in the future, the TOLLWAY or the DEPARTMENT adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the VILLAGE agrees to be financially responsible for its share of the traffic signals and all costs to relocate the Emergency Vehicle Pre-Emption Equipment in conjunction with the TOLLWAY's or the DEPARTMENT's proposed improvement.
- R. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the multi-use path, sidewalk, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, retaining walls, landscaping, landscaped medians, etc., located at and on DEPARTMENT and TOLLWAY property, in its entirety.
- S. The VILLAGE agrees to indemnify and hold the TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the multi-use path, sidewalk, fences, appurtenances, retaining walls, landscaping, landscaped medians, etc.
- T. If in the future, the TOLLWAY or the DEPARTMENT adopts a roadway or other improvement which requires modification, relocation or reconstruction to said multi-use path, sidewalk, fences, appurtenances, retaining walls, landscaping, landscaped medians, etc., then the VILLAGE, following review of said

improvements or modifications, hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said multi-use path, sidewalk, fences, appurtenances, retaining wall, landscaping, landscaped medians, etc., in conjunction with the TOLLWAY's or the DEPARTMENT's proposed improvement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within each PARTY's individual right of way or jurisdiction that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by each of the individual PARTY's shall, upon completion of construction and final inspection, be the sole maintenance responsibility of that PARTY.
- C. 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 party.
- D. Nothing herein is intended to prevent or preclude 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.
- E. The DEPARTMENT agrees to allow the TOLLWAY to review and will consider comments on major roadway access issues along Barrington Road that arise within one half (1/2) mile from the centerline of I-90. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the 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 Barrington Road.
- F. 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.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is a three (3) PARTY AGREEMENT between the Village of Hoffman Estates, the Illinois Department of Transportation 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 and the ramps. The DEPARTMENT shall retain jurisdiction of Barrington Road traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT, and the VILLAGE shall retain jurisdiction of Pembroke Avenue, Hassell Road east of Barrington Road, and Greenspoint Parkway. 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 all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. 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.
- 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 as allowed by law. 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, the DEPARTMENT 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 Director of Transportation and Engineering Division of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.
- 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.

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

To the VILLAGE: The Village of Hoffman Estates
 1900 Hassell Road
 Hoffman Estates, Illinois 60169
Attn: Director of Transportation and Engineering Division

- Q. The DEPARTMENT and the VILLAGE 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 DEPARTMENT and/or the VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the 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.

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

- S. Financial obligations of the DEPARTMENT, the VILLAGE and the TOLLWAY will cease immediately without penalty or further payment being required, if in any Fiscal Year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract(s). Notwithstanding, if this provision is triggered, all maintenance and non-financial obligations shall remain in force. Financial obligations will resume immediately, if in any Fiscal Year, the Illinois General Assembly or Federal funding source make funds available once again for this contract(s).

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

THE VILLAGE OF HOFFMAN ESTATES

By: _____
William D. McLeod, Village President

Attest: _____
Bev Romanoff, Village Clerk

Date: _____

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
Ann L. Schneider,
Secretary of Transportation

Date: _____

By: _____
Omer A. Osman, P.E.
Director of Highways/
Chief Engineer

Date: _____

By: _____
Tony Small,
Acting Director of Finance &
Administration

Date: _____

By: _____
Michael A. Forti,
Chief Counsel

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

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

RESOLUTION NO. 20280

Background

It is in the interest of the Illinois State Toll Highway Authority (sometimes referred to as the “Tollway”) to enter into an Intergovernmental Agreement with the Northwest Suburban Municipal Joint Action Water Agency (hereinafter referred to as “NSMJAWA”). The Tollway intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39. As part of its I-90 improvements, The Tollway requires the NSMJAWA water transmission system to be relocated as it otherwise will interfere with the Tollway’s construction project. The Tollway and NSMJAWA entered into an Easement Agreement dated March 12, 1984, which established and defined the Parties’ responsibilities for the installation, maintenance, operation and relocation of NSMJAWA’s water transmission system and the apportionment of associated costs and expenses, (hereinafter referred to as the “Original Agreement”). The Original Agreement requires NSMJAWA to assume financial responsibility for the relocation of the water transmission system if the Tollway expands its system or otherwise requires. The parties have negotiated a First Addendum to the Intergovernmental Agreement which outlines each party’s responsibilities with respect to the necessary I-90 water line relocation.

The parties have agreed that the Tollway will pay the initial costs of the relocation of the water line facilities, subject to reimbursement, with no interest charges accruing through 2020. The estimated relocation cost is \$73,115,000 and NSMJAWA’s reimbursement amount is capped at that amount. Interest will be incurred commencing January 1, 2021 at an annual rate of three percent (3%). However, if NSMJAWA fails to make its final payment by January 1, 2024, NSMJAWA shall be assessed a late penalty of three percent (3%) of the outstanding principal balance. Further, effective January 1, 2024, interest will be increased to an annual rate of eight percent (8%) per annum.

2/27/14

6.4/5

RESOLUTION NO. 20280

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare a First Addendum to the Intergovernmental Agreement between The Illinois State Toll Highway Authority and the NSMJAWA in substantially the form of the First Addendum to the Intergovernmental Agreement attached to this Resolution and the Chair or the Executive Director is authorized to execute said agreement.

Approved by: *Paul Avey*
Chair

**FIRST ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER
AGENCY**

This FIRST ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "FIRST ADDENDUM") is entered into this _____ day of _____AD, 2013, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter referred to as the "TOLLWAY"), and THE NORTHWEST SUBURBAN MUNICIPAL JOINT ACTION WATER AGENCY, a municipal corporation and public body politic and corporate of the State of Illinois, (hereinafter referred to as "NSMJAWA"), 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, recently approved a 15 year Capital Program, "Move Illinois; *The Illinois Tollway Driving the Future*," which includes improving the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway"), by reconstructing and widening from the John F. Kennedy Expressway to Interstate Route 39, (hereinafter referred to as the "PROJECT"); and

WHEREAS, the TOLLWAY and NSMJAWA entered into an Easement Agreement dated March 12, 1984, which established and defined the PARTIES responsibilities with respect to the terms and conditions for the installation, maintenance, operation and relocation of NSMJAWA's water transmission system for TOLLWAY projects as well as the responsibilities for the associated costs and expenses, (hereinafter referred to as the "ORIGINAL AGREEMENT"); and

WHEREAS, except where the terms of this FIRST ADDENDUM conflict with the ORIGINAL AGREEMENT, the terms and conditions agreed upon and memorialized in the ORIGINAL AGREEMENT remain applicable and in full force; and

WHEREAS, NSMJAWA owns, operates and maintains a water distribution and transmission system (hereinafter referred to as the "FACILITIES", which is, located on TOLLWAY property within the area to be traversed by the PROJECT. Portions of the FACILITIES will interfere with the PROJECT. As a result, it is necessary to relocate and/or protect the portions of the FACILITIES which interfere with the PROJECT, which shall be known as TOLLWAY Contract _____; and

WHEREAS, the PARTIES intend to cooperate in the relocation and/or protection of the FACILITIES to allow NSMJAWA to render continuous service to the public through the

use of its FACILITIES and to allow for the construction of the PROJECT to proceed as expeditiously and safely as possible; and

WHEREAS, so not to delay the PROJECT schedules and to expedite the work on the PROJECT, NSMJAWA requests that the TOLLWAY include in its PROJECT contract provisions requiring the relocation and the protection of the FACILITIES in conflict; and

WHEREAS, the TOLLWAY agrees to NSMJAWA's request to design and construct, relocate and protect the FACILITIES that are in conflict with the PROJECT; and

WHEREAS, the TOLLWAY and NSMJAWA by this instrument, desire to determine and establish their respective responsibilities toward engineering, review and approval of plans, construction, inspection, funding, maintenance and future rights concerning the FACILITIES; 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 FIRST ADDENDUM; and

WHEREAS, NSMJAWA consists of seven (7) Illinois municipalities located in the Northwest Suburbs of Chicago in an area served by a portion of the Toll Highway and organized pursuant to Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*; and

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 will identify the location of each conflict between the FACILITIES and the PROJECT. The TOLLWAY will address conflicts in the following order with the lower number initiative being the first alternative to be considered:
 1. Attempt to implement a change in the design plans of the PROJECT.
 2. Develop a plan to isolate the FACILITIES.
 3. Develop a plan to protect the FACILITIES.
 4. Develop a plan to relocate the FACILITIES.
- B. If relocation of the FACILITIES is necessary because of conflicts with the PROJECT, the TOLLWAY will determine, with input from NSMJAWA, which FACILITIES will be relocated in accordance with Section VIII. G.
- C. The TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the relocation and protection of the FACILITIES, subject to reimbursement by NSMJAWA as hereinafter stipulated.

- D. The final approved plans and specifications for the PROJECT to be safely implemented (or constructed) shall be promptly delivered to NSMJAWA by the TOLLWAY.
- E. NSMJAWA shall review the plans and specifications which impact the FACILITIES within twenty one (21) calendar days of receipt thereof. If the TOLLWAY does not receive comments or objections from NSMJAWA within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by NSMJAWA shall mean NSMJAWA agrees with all specifications in the plans, including alignment, location, and protection of the FACILITIES. In the event of disapproval, NSMJAWA shall detail in writing its objections to the proposed plans and specifications for review and consideration by the TOLLWAY.
- F. The TOLLWAY shall, with the approval of NSMJAWA, design and construct the relocated FACILITIES. The relocation of the FACILITIES will be performed by TOLLWAY contractors subject to reimbursement as provided in this FIRST ADDENDUM.
- G. The FACILITIES shall be designed, constructed and tested in accordance with Standard Specifications for Water and Sewer Construction in Illinois, including but not limited to the M-90 Manual, AWWA Standards, IEPA Regulations and NSMJAWA Standards, as provided by the TOLLWAY and with timely approval of, by NSMJAWA. The PARTIES have agreed that the placement for the FACILITIES shall be in general accordance with "EXHIBIT A", attached hereto.
- H. NSMJAWA may, at its discretion and sole expense, enter into a contract with a responsible engineering firm, licensed and registered in Illinois, to assist with the review of the plans for the FACILITIES and/or assist with the inspection of work on the FACILITIES. These costs are to be treated outside of this FIRST ADDENDUM and under the management and responsibility of NSMJAWA.
- I. NSMJAWA will remain responsible for the operation of the FACILITIES during the PROJECT and shall, cooperate with the TOLLWAY and its consultants with the design, construction, protection and relocation of its FACILITIES and coordinate the operation of the FACILITIES with its customers so as to not cause unnecessary interruption of service.
- J. NSMJAWA agrees that the TOLLWAY will not be responsible for any costs associated with NSMJAWA customer's disruption of service or claims for damages by the NSMJAWA customers due to changes in the system resulting from shutdowns and/or work on the FACILITIES.
- K. Any dispute concerning the plans and specifications shall be resolved in accordance with Section VIII of this FIRST ADDENDUM.

- L. 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, Department of Water Management, 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.

II. RIGHT OF WAY

- A. The TOLLWAY, at its own expense, shall acquire all necessary rights of way (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications within the TOLLWAY's corridor.
- B. It is understood that the TOLLWAY has not consented in this FIRST ADDENDUM to the transfer of any interest in the TOLLWAY's property or rights of way to NSMJAWA, which NSMJAWA deems necessary for the maintenance and operation of its FACILITIES.
- C. At Section III (c), the ORIGINAL AGREEMENT states in relevant part as follows:

“ if the area within the easement premises given by the TOLLWAY to NSMJAWA or other unpaved portions of the TOLLWAY's property or property hereafter acquired by the TOLLWAY in connection with the aforesaid operation, reconstruction, improvement or widening of the toll highway is available, the TOLLWAY shall permit the relocation of the FACILITIES to such area if relocation of the FACILITIES to such area would not interfere with the TOLLWAY's operations or expansion of the toll highway as determined in the sole discretion of the TOLLWAY's Chief Engineer, relocation or alteration of the FACILITIES shall be located on property not owned by the TOLLWAY only if suitable locations within the TOLLWAY's property or property hereafter acquired by the TOLLWAY do not interfere with the TOLLWAY's plans or operations are not available...”

- D. Nothing herein shall require or obligate the TOLLWAY to acquire property for the sole purpose of relocating the FACILITIES. Section III (c) of the ORIGINAL AGREEMENT.
- E. NSMJAWA shall make known to the TOLLWAY any existing public easements or rights of way to which such FACILITIES can potentially be relocated to. Preference shall be given to relocating the FACILITIES off TOLLWAY right of way to public easements and public rights of way, if available.

- F. In the event, the TOLLWAY identifies areas where NSMJAWA owns property, or has been granted a property right or other right to locate and operate its FACILITIES, and such area is needed for the TOLLWAY to enter, access and/or use to facilitate work in connection with the PROJECT, NSMJAWA shall upon the TOLLWAY's request to NSMJAWA together with plans and other such information that may be required, issue an approval to the TOLLWAY without charge allowing the TOLLWAY all temporary use. In addition, NSMJAWA shall waive the contractor's surety bonding requirement.
- G. If NSMJAWA's FACILITIES remain within the TOLLWAY's right of way, NSMJAWA will retain the same rights, responsibilities and obligations to own, operate and maintain such FACILITIES at the new location under the same terms and conditions as applied at the previous location under the ORIGINAL AGREEMENT.
- H. In the event, the FACILITIES are relocated to property outside the TOLLWAY's access control but on right of way owned or recently acquired by the TOLLWAY, the TOLLWAY will, upon transfer of the property to others, reserve the necessary rights and other interests for the relocated FACILITIES. NSMJAWA shall be responsible for all related costs and expenses.
- I. NSMJAWA shall not charge the TOLLWAY for any of NSMJAWA's right of way or easement interests (if any) to be transferred to the TOLLWAY. NSMJAWA shall cooperate in clearing any liens or objections to title that may affect the property to be conveyed to the TOLLWAY and NSMJAWA will be liable for costs associated with clearing liens or objections to title.
- J. If real property is necessary for the PROJECT or relocation, NSMJAWA agrees to convey fee simple title to the TOLLWAY of all property and right of way owned by NSMJAWA required by the TOLLWAY for the maintenance and operation of the Toll Highway, without cash consideration.
- K. Right of way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way.
- L. The TOLLWAY shall make a reasonable effort to construct and arrange the FACILITIES so that NSMJAWA will not need to use the TOLLWAY's right of way to obtain access to the FACILITIES for repairs, maintenance and replacement. However, if no other means of access is feasible, the TOLLWAY will allow NSMJAWA reasonable and necessary access to its FACILITIES across defined areas of TOLLWAY right of way. Except for emergency repairs, which may be performed with concurrent notice to the TOLLWAY, such access shall only be with prior approval of the TOLLWAY and by a properly issued TOLLWAY Permit subject to the usual terms and conditions.

III. CONSTRUCTION

- A. The TOLLWAY shall advertise and receive bids, prior to award, obtain NSMJAWA concurrence as to the amount of bids (for work to be funded wholly or partially by NSMJAWA), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by NSMJAWA as hereinafter stipulated.
- B. Prior to commencement of any work which may have an impact on the FACILITIES, the TOLLWAY will submit detailed plans and specifications for each location where relocation and/or protection of the FACILITIES is contemplated for review by NSMJAWA in accordance with Section I, D and F, of this FIRST ADDENDUM.
- C. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the FACILITIES shall be submitted to NSMJAWA for approval prior to commencing such work. NSMJAWA 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, NSMJAWA shall detail in writing its specific objections. If the TOLLWAY receives no written response from NSMJAWA within fifteen (15) calendar days after delivery to NSMJAWA of the proposed deviation, the proposed deviation shall be deemed approved by NSMJAWA.
- D. NSMJAWA and the TOLLWAY shall identify persons to be contacted in the event of an emergency.
- E. NSMJAWA shall grant to the TOLLWAY's contractor(s), subject to reasonable notice, permission to perform work on the FACILITIES in accordance with the final plans and specifications as approved by NSMJAWA.
- F. NSMJAWA shall cooperate with the TOLLWAY and its contractor(s) to insure that construction activities required to relocate and/or protect the FACILITIES are coordinated efficiently with the operations of the system and the systems operated and maintained by member municipalities.
- G. NSMJAWA shall be responsible for the coordination of the operations of the FACILITIES with the communities and customers served. In the event it is discovered, or otherwise made known, that planned construction activities to isolate, protect or relocate the FACILITIES adversely affect service to member communities served by the FACILITIES, NSMJAWA shall be responsible to coordinate the information with the communities affected and identify and make known specific problems and possible solutions to the TOLLWAY, its contractor(s) and engineer(s) to minimize any delays to the PROJECT schedule.

- H. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the FACILITIES, the TOLLWAY shall provide no less than five (5) calendar days' written notice to NSMJAWA prior to commencement of work on the PROJECT.
- I. The TOLLWAY shall require that NSMJAWA, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the TOLLWAY requires of its contractor(s) and that NSMJAWA will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- J. The TOLLWAY shall notify NSMJAWA of all changes or extra work affecting relocation and/or protection of the FACILITIES, and all related costs thereof, for work in which the TOLLWAY intends to seek reimbursement.
- K. NSMJAWA 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 FACILITIES. NSMJAWA shall assign personnel, to be identified to the TOLLWAY, to perform inspections on behalf of NSMJAWA of all work included in the PROJECT that affects the FACILITIES, and will deliver written notices to the Chief Engineer of the TOLLWAY.
- L. During construction, NSMJAWA shall continue to maintain all portions of the FACILITIES that are not to be improved or maintained by the TOLLWAY's contractor(s) pursuant to the approved plans and specifications.
- M. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VIII of this AGREEMENT.
- N. The TOLLWAY shall give notice to NSMJAWA upon completion of 70% and 95% of all PROJECT construction contracts to be subsequently maintained by NSMJAWA, and NSMJAWA shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If NSMJAWA does not perform a final inspection within fourteen (14) 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 NSMJAWA. At the request of NSMJAWA, 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, NSMJAWA's representative shall give immediate notice in writing 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. NSMJAWA shall perform such joint re-inspections within seven (7) calendar

days after receiving notice from the TOLLWAY that the deficiencies have been remedied.

- O. Copies of final plans, specifications and “as-built” drawings shall be provided to NSMJAWA within a reasonable period of time after completion.
- P. 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.
- Q. All materials and equipment installed as part of the FACILITIES and constructed by the TOLLWAY under this FIRST ADDENDUM shall become the sole property of NSMJAWA as installed, and full legal and equitable title thereto shall be then vested in NSMJAWA, free and clear of any liens, without the requirement of any written document of transfer to NSMJAWA or acceptance by NSMJAWA. The TOLLWAY agrees to execute or cause to be executed promptly such documents as NSMJAWA may request to evidence good and merchantable title to said FACILITIES free and clear of all liens.
- R. Consistent with its agreements with its contractors, the TOLLWAY shall guarantee the work performed by its contractors for one year after acceptance of the PROJECT. Unless provided for in its contracts with its contractors, the TOLLWAY will have no additional responsibility for any claim that may concern the design, materials or workmanship associated with the FACILITIES. 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, the TOLLWAY shall repair promptly, at no cost to NSMJAWA, or pay for the repair thereof by others, any necessary repairs to the FACILITIES and appurtenances thereto covered under this FIRST ADDENDUM attributable to construction by or for the TOLLWAY.

IV. FINANCIAL

- A. Except as otherwise identified herein, the TOLLWAY agrees to pay all PROJECT related engineering, right of way, easement acquisition/access costs, construction engineering, construction costs, and any other costs attributed directly to the removal and reconstruction of the NSMJAWA pipeline along I-90 subject to reimbursement by NSMJAWA as hereinafter stipulated.
- B. Article I, Section 3, (c), of the ORIGINAL AGREEMENT states as follows:

“C, Relocation. Grantee agrees that in the event an of Grantee’s operations or improvements installed on the Easement Premises interfere with any operation, reconstruction improvement, widening or expansion of the Toll Highway System, Grantee shall, upon written notice from Grantor and at Grantee’s sole expense and within such reasonable time or time as may be established by Grantor, from time to time, relocate, alter, or protect the Pipeline as directed by Grantor so as to avoid interference with such operation, reconstruction, improvement or widening. Except in cases of emergency, Grantor shall give Grantee reasonable written notice of its intentions under this subsection. Grantee shall make and diligently pursue all reasonable plans for relocation, alteration, or protection (as the case may be) of the Pipeline to avoid any interference with the water flow in the Pipeline.

If area within the Easement Premises, or other unpaved portions of Grantor’s property or property hereafter acquired by Grantor in connection with the aforesaid operation, reconstruction, improvement, or widening of the Toll Highway System is available, Grantor shall permit the relocation of the Pipeline to such area if relocation to such area would not interfere with Grantor’s operations and expansion of the Toll Highway System, as determined in the sole discretion of Grantor’s Chief Engineer. Such relocation or alteration shall be located on property not owned by the Grantor only if suitable locations within Grantor’s Property or property hereafter acquired by Grantor which do not interfere with Grantor’s plans or operations are not available. Nothing herein shall require Grantor to acquire property for the purpose of relocation of the Pipeline. All costs, fees, and expenses of any such relocation or alteration of the Pipeline shall be at the expense of Grantee.

If Grantor is required by the presence of the Pipeline to alter its plans for future improvements or operations to avoid interference with the Pipeline, then Grantee shall pay all costs, fees, and expenses due to such alteration. Nothing herein shall require Grantor to alter or vary its existing or future construction plans and methods to avoid interference with the Pipeline and related Grantee facilities, the Grantor reserves for itself sole and complete discretion regarding future design, operation, maintenance, alteration, construction, and reconstruction of the Illinois Tollway System.”

- C. On May 1, 2013, the TOLLWAY served notice to NSMJAWA, in accordance with Article I, Section 3 (c) of the ORIGINAL AGREEMENT, as referenced above, of the need to modify, adjust and/or relocate the FACILITIES in conflict with the PROJECT.
- D. In accordance with, and as stated above in Article I, Section C. of this FIRST ADDENDUM, all costs, fees and expenses of any relocation or alteration of the FACILITIES shall be at the expense of NSMJAWA. NSMJAWA agrees to reimburse the TOLLWAY for all costs and expenses required to design, isolate, relocate and/or protect, and/or specially design or accommodate the FACILITIES in conflict with construction of the PROJECT.
- E. The TOLLWAY shall submit to NSMJAWA preliminary estimates and a detailed final estimate of the costs to isolate, relocate and/or protect, purchase property

rights and/or otherwise accommodate the FACILITIES in conflict with and included in the PROJECT. The final cost estimate shall be based on the estimated design engineering costs and the estimated bid prices for pay items included in the TOLLWAY's contract(s) for the work. The final cost estimate shall be submitted to NSMJAWA by the TOLLWAY upon completion of the final plans and specifications, but prior to advertisement of the contract(s).

- F. The TOLLWAY shall be reimbursed by NSMJAWA for its actual costs and expenses associated with the FACILITIES which include, but are not limited to the following:
1. Actual cost to design plans and specifications to isolate, protect and/or relocate the FACILITIES.
 2. Actual cost to specially design or otherwise accommodate the FACILITIES in the PROJECT.
 3. The total cost of the individual pay items based on the measured quantity for each pay item and the bid prices established by the TOLLWAY's construction contract(s).
 4. Additional costs due to approved changes to the plans or extra work.
 5. Property or property rights.

G. The TOLLWAY agrees to submit an estimate of cost for any temporary or permanent property rights acquired solely for the purpose of relocating and/or protecting the FACILITIES and not required for toll highway purposes.

H. It is mutually agreed by the PARTIES hereto that the estimated cost to NSMJAWA is \$73,115,000 which includes the estimates for construction costs, preliminary and design engineering, construction engineering, mobilization and right of way. It is further agreed that the repayment costs of the relocated FACILITIES to be paid by NSMJAWA will be capped at an agreed amount based off the estimate of June 27, 2013 of \$73,115,000. Any increases in the amount of \$73,115,000.00 shall be borne entirely by the TOLLWAY unless the increase results from a change sought by NSMJAWA which is not shown or described on Exhibit "A".

I. It is mutually agreed by the PARTIES hereto that the TOLLWAY will pay the initial costs of the relocation of the FACILITIES, with no interest charges through 2020. Interest will be incurred commencing January 1, 2021 at an annual rate equal to three percent (3%).

J. NSMJAWA agrees that upon award of the contract for this improvement and receipt of an invoice from the TOLLWAY, NSMJAWA shall reimburse the TOLLWAY a minimum of \$1,000,000 annually beginning July 1, 2014 through July 1, 2021. Beginning January 1, 2022 through December 31, 2023 NSMJAWA will reimburse the

TOLLWAY annually or semi-annually an amount equal to interest owed on the outstanding balance, but not less than \$1,000,000 per year.

K. the final and complete reimbursement payment to the TOLLWAY from NSMJAWA will occur no later than January 1, 2024. NSMJAWA may pay the full amount due to the TOLLWAY at any time on or before the final payment date. However, if NSMJAWA fails to make its final payment by January 1, 2024, NSMJAWA shall be assessed a late penalty of three percent (3%) of the outstanding principal balance. Effective January 1, 2024, interest will be incurred at an annual rate of eight percent (8%) per annum.

L. It is mutually agreed by the PARTIES hereto that the overall costs include, but are not limited to, construction costs, engineering, easement acquisition or access costs, and any other costs that can be attributed directly to the removal and reconstruction of the NSMJAWA pipeline along I-90. Additional costs associated with any easement agreements between any other third parties and NSMJAWA will be borne entirely by NSMJAWA.

M. Either NSMJAWA or the TOLLWAY may request, after the construction contract(s) are let by the TOLLWAY, that supplemental work and modification to specifications 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 modifications to specification, 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 modifications to specifications, or more costly substitute work shall pay for the cost increases of said work in full.

N. Additional costs associated with any easement agreements between NICOR and NSMJAWA will be borne entirely by NSMJAWA.

O. NSMJAWA understands and agrees that its financial commitment to relocate and/or protect the FACILITIES constitutes a legally binding obligation.

P. It is further agreed and understood that NSMJAWA's financial responsibilities as outlined in the March 12, 1984 Easement Agreement shall only apply to future relocations of the FACILITIES as outlined in the ORIGINAL AGREEMENT and as re-stated in Section IV. B. or as noted herein. Notwithstanding, the Tollway agrees not to enforce the financial responsibility aspect of the 1984 relocation provision if circumstances should arise requiring a relocation of the FACILITIES to accommodate new rail service or if the relocation is necessary for the purposes of a non-governmental third party. In these instances, NSMJAWA will not be responsible for any of the costs associated with the additional protection or relocation which may be required. Such further relocation will be carried out, other than regarding cost, in the general manner contained within this FIRST ADDENDUM.

Q. NSMJAWA and the TOLLWAY agree that the financial terms outlined above in this section concerning the cost responsibilities and payment terms associated with the removal and relocation of the FACILITIES are the result of a compromise between the PARTIES based upon the premise that both PARTIES are Public Agencies acting in good faith and the interest of Public good and that NSMJAWA and the TOLLWAY forever discharge the other PARTY, their successors, heirs, assigns, directors, past and present employees and all other persons from any and all actions, claims, demands, set-offs, suits, causes of action, equitable relief, compensatory and punitive damages, costs and expenses which arose or could have arisen from the respective PARTIES' financial responsibilities associated with the relocation of the FACILITIES.

V. MAINTENANCE - DEFINITIONS

- A. The term "FACILITIES" as used in this section, refers to the water transmission pipeline, connections and related equipment originally installed in accordance with the ORIGINAL AGREEMENT and additionally relocated, adjusted and installed under this FIRST ADDENDUM, under the jurisdiction of NSMJAWA.
- B. As used herein, the terms "maintenance" or "maintain" mean keeping the FACILITIES in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the FACILITIES when needed, and unless specifically excluded in Section VI, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section V. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day maintenance, including compliance with state laws and local ordinances.
 2. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the FACILITIES 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.
- C. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this FIRST ADDENDUM, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

- D. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this FIRST ADDENDUM, 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 FIRST ADDENDUM is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- E. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- F. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VI. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and NSMJAWA shall retain jurisdiction, operation and maintenance responsibilities for the FACILITIES in their entirety, including but not limited to, all valves, corrosion protection, connections, casings, protection or other equipment and materials otherwise installed or improved as part of the PROJECT including any additional work performed at NSMJAWA's request. The PARTIES maintenance responsibilities are further detailed in the ORIGINAL AGREEMENT dated March 12, 1984.
- B. 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 FIRST ADDENDUM.
- C. NSMJAWA shall bear the financial responsibility for the reconstruction, if it should become necessary, and maintenance of the FACILITIES located at and on TOLLWAY property in their entirety.
- D. NSMJAWA agrees to notify the TOLLWAY whenever access is necessary to inspect or maintain the FACILITIES on TOLLWAY property with at least forty-eight (48) hours advance notice. In the case of an emergency, as soon as reasonably possible. All work shall be in accordance with the terms and conditions of the TOLLWAY's permitting process.
- E. If in the future, the TOLLWAY adopts a roadway or other improvement which requires modification, adjustment, relocation, removal, replacement, protection or

reconstruction to said FACILITIES, including those previously removed or relocated pursuant to this FIRST ADDENDUM, then NSMJAWA hereby agrees to be financially responsible for the entire cost to modify, adjust, relocate, remove, replace, protect, or reconstruct said FACILITIES in conjunction with the TOLLWAY's proposed improvement.

- F. NSMJAWA agrees to maintain or cause to be maintained all FACILITIES on TOLLWAY property, to the TOLLWAY's satisfaction.
- G. In the event NSMJAWA fails to maintain the FACILITIES located on TOLLWAY property in their entirety and the TOLLWAY is required to repair, protect and/or maintain such FACILITIES to protect the integrity of the TOLLWAY's property and/or the motoring public from imminent danger, NSMJAWA agrees to reimburse the TOLLWAY for the cost of the emergency maintenance and repairs plus 10% for overhead within thirty (30) calendar days of receipt of an invoice from the TOLLWAY.

VII. INSURANCE

- A. NSMJAWA shall provide the TOLLWAY Certificates of Insurance from each of NSMJAWA's contractors or from NSMJAWA itself who will be maintaining the FACILITIES on TOLLWAY property naming the TOLLWAY as an additional insured party. Certificates of Insurance shall be on a standard Accord form and provide the TOLLWAY with at least thirty (30) day notice of cancellation. The certificates shall be signed by the insurance companies or their authorized agents. The insurance companies must be authorized to do business in the State of Illinois.
- B. NSMJAWA shall be required to maintain in force the coverage's required in this section for the term of the ORIGINAL AGREEMENT and this FIRST ADDENDUM. NSMJAWA, its consultants, its contractors, or its subcontractors shall not commence work on any portion of the TOLLWAY's property without evidence that NSMJAWA, its contractor, or the subcontractor has insurance coverage equal to the coverage's required in this section.
- C. NSMJAWA, its contractor, consultant or vendor shall procure and maintain for the duration of the ORIGINAL AGREEMENT and this FIRST ADDENDUM, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by NSMJAWA, its contractor, vendor, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained. All coverage's must be with Insurance Companies with an A.M. Best Company financial rating of "A minus" or better.
- D. Certificates of Insurance from any contractor performing work for NSMJAWA on TOLLWAY property shall show the following required coverage to be in effect:

Minimum Scope of Insurance Coverage shall be at least as broad as:

1. Commercial General Liability coverage on an unmodified, Insurance Service Office “Occurrence” form, current edition.
2. Automobile Liability on an unmodified, Insurance Service Office form, current edition.
3. Worker’s Compensation insurance as required by the State of Illinois.

Minimum Limits of Insurance Contractor or vendor shall maintain no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and the general aggregate shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Worker’s Compensation and Employers Liability: Statutory Limits with Employers Liability limit of \$500,000 per occurrence.
- E. The TOLLWAY shall be named “Additional Insured” for the commercial general liability and automobile liability coverage. This coverage shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess.

VIII. GENERAL PROVISIONS

- A. It is understood and agreed that this is a FIRST ADDENDUM to the ORIGINAL AGREEMENT between the Northwest Suburban Municipal Joint Action Water Agency 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. NSMJAWA shall retain jurisdiction of the FACILITIES located on TOLLWAY property. For the purpose of this FIRST ADDENDUM, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this FIRST ADDENDUM and the ORIGINAL AGREEMENT constitute 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 FIRST ADDENDUM approval or review by either NSMJAWA 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 FIRST ADDENDUM 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 FIRST ADDENDUM. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this FIRST ADDENDUM. 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 NSMJAWA and the TOLLWAY in the carrying out of the terms of this FIRST ADDENDUM, the Chief Engineer of the TOLLWAY and the Executive Director of NSMJAWA shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this FIRST ADDENDUM in reference to the PROJECT, the decision of the Chief Engineer of the TOLLWAY shall be final.
- G. In the event of a dispute between NSMJAWA and the TOLLWAY in the carrying out of the terms of this FIRST ADDENDUM in reference to the FACILITIES, or a dispute concerning the plans and specifications for the FACILITIES, the Chief Engineer of the TOLLWAY and the Executive Director of NSMJAWA shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the FACILITIES, the decision of the Executive Director of NSMJAWA shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. This FIRST ADDENDUM 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. NSMJAWA agrees that in accordance with Article IV, Section 6, of the ORIGINAL AGREEMENT, NSMJAWA warrants that sufficient funds will be available and maintained to relocate and/or protect the FACILITIES.
- J. Under penalties of perjury, NSMJAWA certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is Northwest Suburban Municipal Joint Action Water Agency, 901 Wellington Avenue, Elk Grove Village, Illinois 60007-3900.
- K. This FIRST ADDENDUM may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

- L. This FIRST ADDENDUM shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- M. The failure by the TOLLWAY or NSMJAWA to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this FIRST ADDENDUM shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this FIRST ADDENDUM shall be deemed waived by the TOLLWAY or NSMJAWA unless such provision is waived in writing.
- N. It is agreed that the laws of the State of Illinois shall apply to this FIRST ADDENDUM and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- O. All written reports, notices and other communications related to this FIRST ADDENDUM 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 NSMJAWA: The Northwest Suburban Municipal
 Joint Action Water Agency
901 Wellington Avenue
Elk Grove Village, Illinois 60007-3900
Attn: Executive Director

- P. NSMJAWA and the TOLLWAY agree to maintain books and records related to the performance of this FIRST ADDENDUM and necessary to support amounts charged to the TOLLWAY and/or NSMJAWA under the FIRST ADDENDUM for a minimum of three (3) years from the last action on the FIRST ADDENDUM. NSMJAWA and the TOLLWAY 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, NSMJAWA, 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 FIRST ADDENDUM.

R. The below signatories certify that they have the requisite authority to bind the party that they represent.

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

**THE NORTHWEST SUBURBAN MUNICIPAL
JOINT ACTION WATER AGENCY**

By: _____
Al Larsen, Chairman, Board of Directors

Attest: _____
Mike Janonis, Secretary

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

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

RESOLUTION NO. 20281

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding two workers’ compensation claims with Elsa Garcia as recommended by defense counsel Ganan & Shapiro, P.C. It is in the best interest of the Tollway to finalize and enter this settlement.

Resolution

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

Approved by: _____



Chair