

RESOLUTION NO. 21270

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Windows Operating System Licenses and Microsoft Office 365 Software Licenses with Maintenance and Support through the Central Management Services ("CMS") master contract with CDW Government LLC (Tollway Contract No. 17-0108) for an upper limit of compensation not to exceed \$1,024,623.00. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Windows Operating System Licenses and Microsoft Office 365 Software Licenses with Maintenance and Support from CDW Government LLC is approved in an amount not to exceed \$1,024,623.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21271

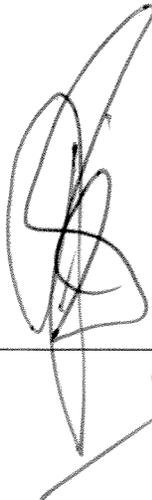
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring a Microsoft Support Agreement for Windows Server through the Central Management Services ("CMS") master contract with CDW Government LLC (Tollway Contract No. 17-0100) for an upper limit of compensation not to exceed \$901,228.32. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of a Microsoft Support Agreement for Windows Server from CDW Government LLC is approved in an amount not to exceed \$901,228.32. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21272

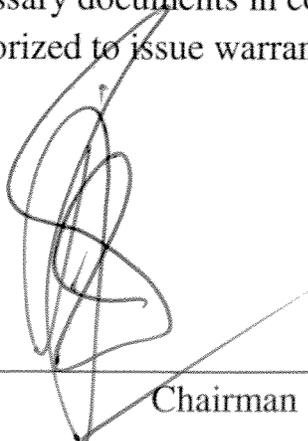
Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Workforce Analysis Consulting Services (Phase I) through the Central Management Services ("CMS") master contract with RSM US LLP (Tollway Contract No. 17-0043). It is in the best interest of the Tollway, pursuant to the terms and conditions of the CMS master contract, to continue to utilize this CMS master contract and increase the upper limit of compensation of Tollway Contract No. 17-0043 by an amount not to exceed \$438,080.00 for the purchase of additional Workforce Analysis Consulting Services (Phase II). These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract and the associated increase to the upper limit of compensation of Tollway Contract No. 17-0043 for the purchase of additional Workforce Analysis Consulting Services (Phase II) from RSM US LLP is approved in an amount not to exceed \$438,080.00 (increase from \$243,760.00 to \$681,840.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21273

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into a Telecommunications Service Request ("TSR") with the Illinois Department of Innovation & Technology ("DoIT") in connection with the Tollway's request for Voice over Internet Protocol Telecom System, Support, and Services for an upper limit of compensation not to exceed \$2,424,654.03.

Resolution

The utilization of the TSR with DoIT for the purchase of Voice over Internet Protocol Telecom System, Support, and Services is approved in an amount not to exceed \$2,424,654.03. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21274

Background

The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-17-4290 for Grading and Landscaping Improvements on the Jane Addams Memorial Tollway (I-90) from Milepost to 54.4 (IL 31) to Milepost 78.1 (Kennedy Expressway). The lowest responsible bidder on Contract No. I-17-4290 is Foundation Mechanics, LLC in the amount of \$1,373,824.00.

Resolution

Contract No. I-17-4290 is awarded to Foundation Mechanics, LLC in the amount of \$1,373,824.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by:  _____
Chairman

RESOLUTION NO. 21275

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-17-4294 for Right of Way Fence and Gate Installation, on the Jane Addams Memorial Tollway (I-90) from Milepost 53.8 (Elgin Toll Plaza) to Milepost 78.9 (Kennedy Expressway). The lowest responsible bidder on Contract No. I-17-4294 is Fence Masters, Inc., in the amount of \$2,064,868.76.

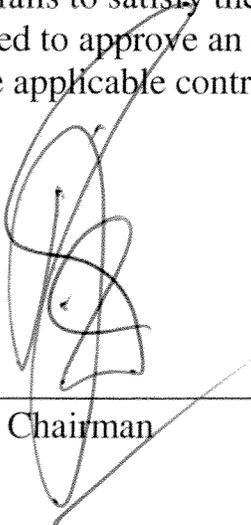
Resolution

Contract No. I-17-4294 is awarded to Fence Masters, Inc., in the amount of \$2,064,868.76, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____
Chairman



RESOLUTION NO. 21276

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-9199 for South Parking Lot Improvements at the Tollway Central Administration (CA) Building. The lowest responsible bidder on Contract No. RR-17-9199 is E. R. Bakey, Inc., in the amount of \$1,337,864.25.

Resolution

Contract No. RR-17-9199 is awarded to E. R. Bakey, Inc., in the amount of \$1,337,864.25, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____

Chairman

RESOLUTION NO. 21277

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-5000 for Renovation of Data Center, at the Tollway Central Administration (CA) Building. The lowest responsible bidder on Contract No. RR-17-5000 is The Bowa Group, Inc., in the amount of \$4,698,370.00.

Resolution

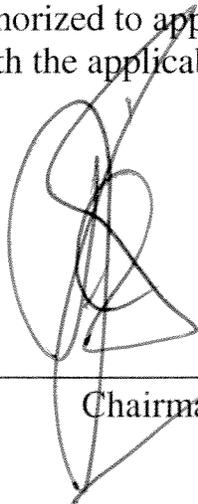
Contract No. RR-17-5000 is awarded to The Bowa Group, Inc., in the amount of \$4,698,370.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____

Chairman

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RESOLUTION NO. 21278

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4291 for Interchange Improvements, on the Tri-State Tollway (I-294 / I-94) at Grand Ave. from Milepost 8.75 to Milepost 8.25. The lowest responsible bidder on Contract No. RR-17-4291 is Lorig Construction Company, in the amount of \$4,829,124.46.

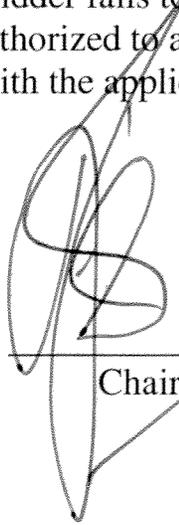
Resolution

Contract No. RR-17-4291 is awarded to Lorig Construction Company, in the amount of \$4,829,124.46, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by:



Chairman

RESOLUTION NO. 21279

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services for Maintenance Facilities Site Design, Systemwide, on Contract No. RR-16-4267. Environmental Design International, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,900,000.00. 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 Engineering Officer is authorized to negotiate an agreement with Environmental Design International, Inc. to obtain Maintenance Facilities Site Design, for Contract No. RR-16-4267, with an upper limit of compensation not to exceed \$3,900,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21280

Secretary's Note

The Background section of Resolution No. 21280, due to a scrivener error, contains a reference to a specific location (“at Milepost 76.1 Lee Street”). Work on Contract No. I-16-4283 is being performed systemwide on the Jane Addams Memorial Tollway (I-90). The language for the resolution itself is accurate in all other respects, consistent with the Board action at the May 25, 2017 Regular Board meeting.

RESOLUTION NO. 21280

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services Upon Request, on the Jane Addams Memorial Tollway (I-90) at Milepost 76.1 (Lee Street) and Systemwide, on Contract No. I-16-4283. SPAAN Tech, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,000,000.00. 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 Engineering Officer is authorized to negotiate an agreement with SPAAN Tech, Inc. to obtain Construction Management Services Upon Request, for Contract No. I-16-4283, with an upper limit of compensation not to exceed \$2,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21281

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services Upon Request, Systemwide, on Contract No. RR-16-4280. DLZ Illinois, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,000,000.00. 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 Engineering Officer is authorized to negotiate an agreement with DLZ Illinois, Inc. to obtain Construction Management Services Upon Request, for Contract No. RR-16-4280, with an upper limit of compensation not to exceed \$2,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21282

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design and Construction Management for Intelligent Transportation Systems (ITS), Systemwide, on Contract No. RR-16-4278. J.A. Watts, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with J.A. Watts, Inc. to obtain Design and Construction Management for Intelligent Transportation Systems (ITS), for Contract No. RR-16-4278, with an upper limit of compensation not to exceed \$2,500,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

A large, stylized handwritten signature in black ink is written over the signature line. The signature is highly cursive and loops around itself, with a small arrow pointing upwards from the top of the signature.

RESOLUTION NO. 21283

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Program Management Support Services for Job Order Contracting (JOC) Program, Systemwide, on Contract No. RR-17-9202. Engineering Services Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$4,000,000.00. 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 Engineering Officer is authorized to negotiate an agreement with Engineering Services Group, Inc. to obtain Program Management Support Services for Job Order Contracting (JOC) Program, for Contract No. RR-17-9202, with an upper limit of compensation not to exceed \$4,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21284

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Studies for preparation of an Environmental Impact Statement (EIS) and related reports, on the Illinois Route 53/120, under Contract No. I-16-4266. The team of CH2M Hill, Inc. and Knight E/A, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$25,000,000.00. 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 Engineering Officer is authorized to negotiate an agreement with CH2M Hill, Inc. and Knight E/A, Inc. to obtain Design Studies, for Contract No. I-16-4266, with an upper limit of compensation not to exceed \$25,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21285

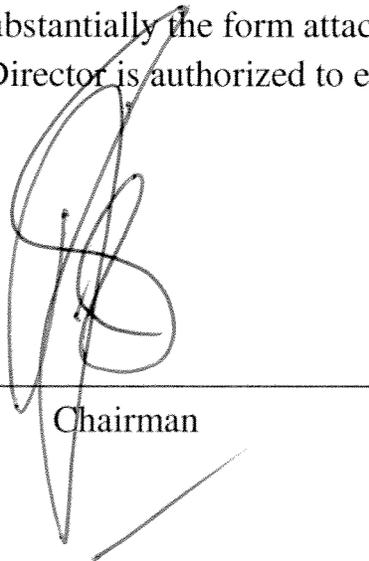
Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Natural Resources (“IDNR”) in connection with ongoing roadway and bridge repairs along the Jane Addams Memorial Tollway (“I-90) including repairs to the Rock Cut State Park Road bridge over I-90. The IDNR is responsible for maintenance of the entire structure and requests the Tollway include recommended repairs in its contract. The IDNR will reimburse the Tollway an estimated amount of \$29,435.00 for repairs to be performed.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the Illinois Department of Natural Resources in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____



Chairman

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2017, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and the ILLINOIS DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Illinois, hereinafter called the "IDNR", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to perform roadway and bridge repairs along the Jane Addams Memorial Tollway (I-90) from Milepost 2.7 to Milepost 13.5 (hereinafter sometimes referred to as "Toll Highway"), including but not limited to Contract RR-16-5715; and

WHEREAS, under separate contract the ILLINOIS TOLLWAY engaged ABNA of Illinois, Inc. to inspect and evaluate bridges within the contract limits; and

WHEREAS, the inspection results and repair recommendations for Bridge No. 702, Milepost 10.5, Rock Cut State Park Road over I-90 as indicated in "Exhibit A" attached hereto can be summarized as follows:

1. Clean and seal the deck, parapet and approach slabs
2. Clean existing bridge scuppers and downspouts
3. Clean and paint steel plates, retainer angles and anchor bolts (bearings) to the east abutment
4. Clean and apply sealant to beam seat areas (east abutment, west abutment and center pier; and

WHEREAS, per agreement executed July 31, 1987 between the ILLINOIS TOLLWAY and the Illinois Department of Conservation, the IDNR, as the successor agency to the Illinois Department of Conservation, is responsible for maintenance of the entire structure; and

WHEREAS, the IDNR has indicated it would like to proceed with the recommended repairs stated above within the Tollway's Contract RR-16-5715 (hereinafter referred to as the "PROJECT"); and

WHEREAS, the ILLINOIS TOLLWAY agrees to the IDNR's request to include the bridge repairs stated above within Contract RR-16-5715; and

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

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the IDNR as hereinafter stipulated.
- B. The IDNR shall review the plans and specifications which impact the IDNR's maintained roadway within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the IDNR within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the IDNR shall mean the IDNR agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the IDNR's maintained highways. In the event of disapproval, the IDNR will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (IDNR, 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 IDNR shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY.

II. RIGHT OF WAY

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

If during the construction of the PROJECT it becomes necessary for either PARTY to enter upon and temporarily use lands owned by the other PARTY, then permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY shall make arrangements for PROJECT-required adjustments to utility facilities.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, and provide the construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the IDNR shall be submitted to the IDNR for approval prior to commencing such work. The IDNR 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 IDNR shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the IDNR within fifteen (15) calendar days fter delivery to the IDNR

of the proposed deviation, the proposed deviation shall be deemed approved by the IDNR.

- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the IDNR, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the IDNR prior to commencement of work on the PROJECT.
- D. The IDNR 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 IDNR's system. The IDNR shall assign personnel to perform inspections on behalf of the IDNR of all work included in the PROJECT that affects the IDNR's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the IDNR upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the IDNR, and the IDNR shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the IDNR 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 IDNR. At the request of the IDNR, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the IDNR's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The IDNR shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction management, mobilization and construction costs subject to reimbursement by the IDNR as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs. It is further agreed that construction management shall be computed as 8% of actual construction costs and mobilization shall be 6% of actual final construction costs.
- C. It is mutually agreed by the PARTIES as indicated in "Exhibit B" attached hereto that the estimated cost to the IDNR is \$24,735.00 for construction costs, \$1,237.00 (5% of construction costs) for preliminary and design engineering, \$1,979.00 (8% of construction costs) for construction management and \$1,484.00 (6% of construction costs) for mobilization, for a total estimated cost of \$29,435.00.
- D. It is further agreed that notwithstanding the estimated cost, the IDNR shall be responsible for the actual costs associated with work described in the Recital section of this AGREEMENT.
- E. The IDNR agrees that upon execution of this AGREEMENT for the improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the IDNR will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- F. Either the IDNR or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

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

- B. The term "local road" refers to any highway, road or street under the jurisdiction of the IDNR.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered

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

- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain the I-90 Toll Highway in its entirety.
- B. The IDNR agrees to maintain, or cause to be maintained, Rock Cut State Park Road, including all guardrails, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, traffic signal underground facilities installed by the ILLINOIS TOLLWAY, roads, etc.), or any work the ILLINOIS TOLLWAY is including in the PROJECT for the IDNR at their request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Rock Cut State Park Road

- 1. Type 2 - IDNR Roadway over ILLINOIS TOLLWAY Right of Way
 - a. Per the July 31, 1987 agreement, the IDNR is and shall continue to be responsible for maintenance of the entire structure, including but not limited to:
 - i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - ii. The wearing surface;
 - iii. The deck, and below the wearing surface including expansion joints, parapet walls, railings, etc.;
 - iv. All IDNR right of way and IDNR roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences;
 - v. Drainage facilities including but not limited to above structural beams and girders, and those carrying exclusively IDNR drainage.;
 - vi. All IDNR signals and signs;
 - vii. All lighting;

- b. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the IDNR as set forth herein, including but not limited to the following:
 - i. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - ii. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve on the following:
 - 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);
- E. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the IDNR will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the IDNR.
- F. In the event the IDNR must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the IDNR, shall assist in the coordination of any required lane closures on I-90 to perform such maintenance work.
- G. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

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 responsibilities associated with IDNR highways and Toll Highway facilities within the limits of this PROJECT, except that the 1987 agreement referenced herein shall remain in effect to the extent it does not conflict with this Agreement.
- B. During construction, the IDNR shall continue to maintain all portions of the PROJECT within the IDNR's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the IDNR shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the IDNR, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. The IDNR and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Natural Resources and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90 in the PROJECT area. The IDNR shall retain jurisdiction of Rock Cut State Park Road traversed or affected by I-90. 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 IDNR or the ILLINOIS 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 IDNR and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Office Director of the IDNR 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 Engineering Officer of the ILLINOIS 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 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 ILLINOIS TOLLWAY or the IDNR to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the IDNR 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 ILLINOIS TOLLWAY:

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

To the IDNR:

The Illinois Department of
Natural Resources
One Natural Resources Way
Springfield, Illinois 62702-1271
Attn: Office Director

- M. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the IDNR under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make their books and records, and books and records within their custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the Office of Executive Inspector General for Agencies of the Illinois Governor, the PARTIES' respective Internal Audit Departments or Divisions, each other, 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.

(This space intentionally left blank)

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

THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES

By: _____
Wayne A. Rosenthal
Director

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21286

Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the City of Wood Dale in connection with the construction of Illinois Route 390. In order to remain compliant with guidelines established by the Illinois Environmental Protection Agency, the Tollway and the DuPage River Salt Creek Workgroup (DRSCW) established a Chloride Offset Program to minimize chloride usage and enhance water quality throughout the DRSCW's water-sheds affected by Illinois Route 390. The Program is being implemented through partnerships with municipalities within the impacted areas by providing training to identify potential operational improvements, and the upgrading of equipment utilized for winter operations. The City of Wood Dale is an impacted municipality and requests the Illinois Tollway participate in the cost of providing training and purchasing upgraded equipment. The total estimated cost to the Tollway is not to exceed \$139,500.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the City of Wood Dale in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE CITY OF WOOD DALE
FOR
CHLORIDE OFFSET PROGRAM**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into this _____ day of _____, 2017, by and between The Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois, hereinafter called the “ILLINOIS TOLLWAY”, and The City of Wood Dale, a municipal corporation of the State of Illinois, hereinafter called the “CITY”, individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

WITNESSETH:

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

WHEREAS, highway de-icing practices during winter months commonly use de-icing salts to provide for safe vehicular travel and winter maintenance for the EOWA will require the use of chlorides; and

WHEREAS, studies acknowledged the potential for the addition of chloride concentrations in area streams and as the EOWA project is advancing in implementation, permits for Section 404 and Section 401 of the Clean Water Act (CWA) have been secured from the United States Army Corp of Engineers (USACE) and the Illinois Environmental Protection Agency (IEPA); and

WHEREAS, conditions established within the ILLINOIS TOLLWAY’s CWA Section 401 permit require the implementation of a “Chloride Offset Program” (hereinafter called the “PROGRAM”) to mitigate for increased chloride loading in the Total Maximum Daily Loading (TMDL) watersheds throughout the EOWA project area; and

WHEREAS, a Memorandum of Understanding (MOU) between the ILLINOIS TOLLWAY and DuPage River Salt Creek Workgroup (DRSCW) was executed October 31, 2013 to outline the PROGRAM, which is attached hereto as "Exhibit A" and incorporated by reference; and

WHEREAS, per the MOU, it was agreed that the entirety of the offset will occur within the impacted areas and be tailored to individual receiving stream segments to the maximum extent possible. As such, local watershed communities and agencies participating in the PROGRAM will be responsible for winter operations on the land surfaces that drain to those segments and are herein referred to as "TIER 1 COMMUNITY" or "TIER 1 COMMUNITIES"; and

WHEREAS, the CITY has been identified as a TIER 1 COMMUNITY and has, in coordination with the DRSCW, conducted a review of their snow and ice operations in an effort to identify areas of operational improvements relating to efficiency gains in winter chloride usage, and per the CITY'S review, it is believed that an effective reduction in chloride usage can be attained, as part of the PROGRAM through the upgrading of equipment utilized for winter operations by the CITY; and

WHEREAS, the PARTIES mutually agree to review winter operation policies and procedures and work in coordination with the DRSCW to monitor the administration and progress of the PROGRAM; and

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

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

WHEREAS, 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.*

WHEREAS for recording purposes this AGREEMENT shall be known as #2017-10.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree to the following summary of the responsibilities and participation of each PARTY in the implementation of the PROGRAM.

I. PURPOSE and SCOPE

- A. The PROGRAM established a projected increase over existing conditions or baseline for the EOWA of 3,888 tons of salt per year, per a baseline 39.7 tons/lane mile/year application rate. The goal of the offset program will be to reduce salt usage in roadway applications in the project related watersheds by the amount of the increase (3,888 tons per year) plus a margin of safety of 25 percent or a total reduction of 4,860 tons per year.
- B. The ILLINOIS TOLLWAY, as part of the PROGRAM, has established a rate reduction goal of 20% from the EOWA's established baseline salt application rate of 39.7 tons/lane mile/year, thereby accounting for 972 tons per year of the 4,860 tons per year of salt required to be reduced, as part of the PROGRAM.
- C. The CITY, as part of the PROGRAM and per this AGREEMENT, has established a rate reduction goal of 17.5% from its established baseline application salt application rate of 12.3 tons/lane mile/year, thereby accounting for 204 tons per year of the 4,860 tons per year of salt required to be reduced, as part of the PROGRAM.
- D. Both structural and non-structural practices will comprise the PROGRAM to provide the needed improvements in water quality but it is understood that offset reductions can only be accounted for through non-structural practices.

II. STRUCTURAL BEST MANAGEMENT PRACTICES

- A. Grass swales, bio-swales, infiltration basins, and other designs will be incorporated by the ILLINOIS TOLLWAY into the EOWA projects in order to minimize the effects of roadway runoff and improve the quality of roadway runoff discharged to receiving waters and/or nearby wetlands.

III. NON-STRUCTURAL BEST MANAGEMENT PRACTICES

- A. A salt reduction goal has been established by the ILLINOIS TOLLWAY and DRSCW for the PROGRAM through the analysis of existing conditions, existing practices in the affected watersheds, and planned highway improvements. Offsets will include both the adoption of salt reduction strategies implemented by the ILLINOIS TOLLWAY and providing salt application data to DRSCW, including but not limited to their application rates for each lane mile, as well as financial and other support to other mutually agreed upon partners.

- B. The ILLINOIS TOLLWAY recognizes that meeting the objectives of the Total Maximum Daily Loads (“TMDL’s”) will require reductions in area chloride loading above those set out in the PROGRAM and agrees to review its practices at an agency wide scale and to actively partner with the DRSCW, its members or successors, in working for PROGRAM area chloride reductions beyond the life of the PROGRAM with the goal of meeting the applicable water quality standard.

IV. RESPONSIBILITIES

- A. Pursuant to EXHIBIT A, a guideline for monitoring and reporting chloride offsets has been established. Both PARTIES agree that the requirements embodied in Clean Water Act Section 401 certification(s) or Section 404 or NPDES permit(s), are the sole responsibility of the ILLINOIS TOLLWAY, and that the CITY is not responsible in any way for the ILLINOIS TOLLWAY’s failure to comply with such requirements.
- B. The CITY shall provide the ILLINOIS TOLLWAY a summary raw data report that includes the following data for the most recent winter season for a minimum of five consecutive winter seasons, post equipment purchase and installation; 1) total lane miles maintained, 2) actual road salt usage in tons per lane mile, 3) baseline road salt usage in tons per lane mile, 4) target road salt usage in tons per lane mile, 5) total winter season precipitation events requiring deicing efforts, 6) average precipitation in inches of snow, ice and liquid form of winter season precipitation per precipitation event, 7) duration of each operator deicing efficiency training session and number of operators attending, 8) new equipment installation and new practices implemented and identification and practices planned and 9) the completed DRSCW’s Winter Public Agency Deicing Questionnaire.
- C. The PARTIES agree that the PROGRAM may require several years of monitoring and reporting from PROGRAM partners.
- D. The PARTIES will develop and maintain a guidance document for the PROGRAM which will at minimum detail the methods for calculating the build scenario non-PROGRAM increase, the needed offset, BMP’s the monitoring PROGRAM and reporting baseline requirements. The document will be updated by agreement between the PARTIES as the PROGRAM advances.

V. DELIVERABLES

- A. The deliverables will be transmitted to the ILLINOIS TOLLWAY, by the CITY and include written reports documenting, as defined in Article IV, Paragraph B. of this AGREEMENT by June 1st pertaining to the preceding winter season.

- B. The ILLINOIS TOLLWAY maintains its responsibility to remain compliant with the "Clean Water Act" as determined and administered by the IEPA.

VI. FINANCIAL

- A. The ILLINOIS TOLLWAY as sponsor of the PROGRAM will compensate the CITY as outlined in this AGREEMENT and included in the CITY's Request for Equipment and Training "PROPOSAL".
- B. The purchase of equipment identified within the CITY's PROPOSAL, as part of the PROGRAM shall be reimbursed by the ILLINOIS TOLLWAY to the CITY.
- C. The CITY will be paid based upon its invoice(s) which shall include detailed receipts of purchased items in substantial conformance with the Budget included in the CITY's PROPOSAL.
- D. The CITY shall certify in writing, upon presentation of each invoice hereunder, that items as invoiced have been actually purchased and installed and that the CITY is in fact complying with all other provisions of this AGREEMENT. Invoicing shall be sufficiently itemized to permit the ILLINOIS TOLLWAY or its consultant(s) or cooperating governmental unit(s) to verify performance of the work so invoiced.
- E. It is mutually agreed that the estimated cost to the ILLINOIS TOLLWAY shall not exceed \$139,500 for the term of this AGREEMENT through five consecutive winter seasons, beginning with the first winter season in which purchased equipment has been utilized and use data has been provided to the ILLINOIS TOLLWAY.

VII. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the City of Wood Dale and the Illinois State Toll Highway Authority.
- B. All equipment proposed for purchase and installation, shall be done so prior to the 2018/2019 winter season but efforts will be made for purchases and installations to occur prior to the 2017/2018 winter season.
- C. The term of this AGREEMENT shall extend through five consecutive winter seasons in which purchased equipment has been utilized and use data has been provided to the ILLINOIS TOLLWAY.

- D. PARTIES agree to collaborate in effort to fulfill applicable goals of the PROGRAM as established in Section IV. of EXHIBIT A. Should the PARTIES mutually agree that the CITY did not operate in a manner demonstrating intent achieve the goal reduction of 17.5% in a PROGRAM year, the ILLINOIS TOLLWAY shall provide written notice to the CITY identifying delinquencies of agreed upon practices. Should the PARTIES mutually agree that the CITY did not operate in a manner in which to achieve the goal reduction of 17.5% for a second year during the term of this AGREEMENT, the ILLINOIS TOLLWAY and shall provide written notice to the CITY identifying delinquencies of agreed upon practices and the CITY shall provide reimbursement to the ILLINOIS TOLLWAY for all payments made by the ILLINOIS TOLLWAY associated with this agreement within 90 days of CITY's receipt of the notice.
- E. Equipment purchased under this AGREEMENT by the ILLINOIS TOLLWAY on behalf of the CITY becomes the property and responsibility of the CITY and the CITY shall indemnify, hold harmless and defend the ILLINOIS TOLLWAY, its officials, directors, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT, including, but not limited to, use of the equipment described herein. The CITY expressly acknowledges that the ILLINOIS TOLLWAY, through provision of funding, training, and certification under this AGREEMENT, is not intended to be a joint employer of the CITY's employees and agents and does not exert control over such persons in their use of the equipment that is the subject of this AGREEMENT.
- F. 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.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6008547 and it is doing business as a governmental entity, whose mailing address is The City of Wood Dale, 404 North Wood Dale Road, Wood Dale, Illinois 60143.
- I. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or any of the PARTIES under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The PARTIES

further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

J. 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 CITY OF WOOD DALE

By: _____
Nunzio Pulice
Mayor

Attest: _____
Shirley J. Siebert
City Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21287

Background

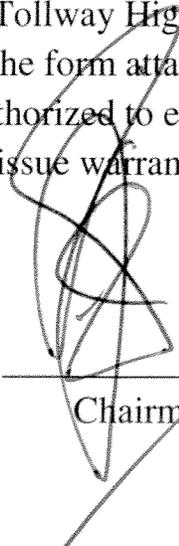
It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Village of Bensenville in connection with the construction of Illinois Route 390. In order to remain compliant with guidelines established by the Illinois Environmental Protection Agency, the Tollway and the DuPage River Salt Creek Workgroup (DRSCW) established a Chloride Offset Program to minimize chloride usage and enhance water quality throughout the DRSCW’s water-sheds affected by Illinois Route 390. The Program is being implemented through partnerships with municipalities within the impacted areas by providing training to identify potential operational improvements, and the upgrading of equipment utilized for winter operations. The Village of Bensenville is an impacted municipality and requests the Illinois Tollway participate in the cost of providing training and purchasing upgraded equipment. The total estimated cost to the Tollway is not to exceed \$367,000.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the Village of Bensenville in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF BENSENVILLE
FOR
CHLORIDE OFFSET PROGRAM**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into this _____ day of _____, 2017, by and between The Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois, hereinafter called the “ILLINOIS TOLLWAY”, and The Village of Bensenville, a municipal corporation of the State of Illinois, hereinafter called the “VILLAGE”, individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

WITNESSETH:

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

WHEREAS, highway de-icing practices during winter months commonly use de-icing salts to provide for safe vehicular travel and winter maintenance for the EOWA will require the use of chlorides; and

WHEREAS, studies acknowledged the potential for the addition of chloride concentrations in area streams and as the EOWA project is advancing in implementation, permits for Section 404 and Section 401 of the Clean Water Act (CWA) have been secured from the United States Army Corp of Engineers (USACE) and the Illinois Environmental Protection Agency (IEPA); and

WHEREAS, conditions established within the ILLINOIS TOLLWAY’s CWA Section 401 permit require the implementation of a “Chloride Offset Program” (hereinafter called the “PROGRAM”) to mitigate for increased chloride loading in the Total Maximum Daily Loading (TMDL) watersheds throughout the EOWA project area; and

WHEREAS, a Memorandum of Understanding (MOU) between the ILLINOIS TOLLWAY and DuPage River Salt Creek Workgroup (DRSCW) was executed October 31, 2013 to outline the PROGRAM, which is attached hereto as "Exhibit A" and incorporated by reference; and

WHEREAS, per the MOU, it was agreed that the entirety of the offset will occur within the impacted areas and be tailored to individual receiving stream segments to the maximum extent possible. As such, local watershed communities and agencies participating in the PROGRAM will be responsible for winter operations on the land surfaces that drain to those segments and are herein referred to as "TIER 1 COMMUNITY" or "TIER 1 COMMUNITIES"; and

WHEREAS, the VILLAGE has been identified as a TIER 1 COMMUNITY and has, in coordination with the DRSCW, conducted a review of their snow and ice operations in an effort to identify areas of operational improvements relating to efficiency gains in winter chloride usage, and per the VILLAGE'S review, it is believed that an effective reduction in chloride usage can be attained, as part of the PROGRAM through the upgrading of equipment utilized for winter operations by the VILLAGE; and

WHEREAS, the PARTIES mutually agree to review winter operation policies and procedures and work in coordination with the DRSCW to monitor the administration and progress of the PROGRAM; and

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

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

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

WHEREAS for recording purposes this AGREEMENT shall be known as #2017-11.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree to the following summary of the responsibilities and participation of each PARTY in the implementation of the PROGRAM.

I. PURPOSE and SCOPE

- A. The PROGRAM established a projected increase over existing conditions or baseline for the EOWA of 3,888 tons of salt per year, per a baseline 39.7 tons/lane mile/year application rate. The goal of the offset program will be to reduce salt usage in roadway applications in the project related watersheds by the amount of the increase (3,888 tons per year) plus a margin of safety of 25 percent or a total reduction of 4,860 tons per year.
- B. The ILLINOIS TOLLWAY, as part of the PROGRAM, has established a rate reduction goal of 20% from the EOWA's established baseline salt application rate of 39.7 tons/lane mile/year, thereby accounting for 972 tons per year of the 4,860 tons per year of salt required to be reduced, as part of the PROGRAM.
- C. The VILLAGE, as part of the PROGRAM and per this AGREEMENT, has established a rate reduction goal of 17.5% from its established baseline application salt application rate of 12.3 tons/lane mile/year, thereby accounting for 204 tons per year of the 4,860 tons per year of salt required to be reduced, as part of the PROGRAM.
- D. Both structural and non-structural practices will comprise the PROGRAM to provide the needed improvements in water quality but it is understood that offset reductions can only be accounted for through non-structural practices.

II. STRUCTURAL BEST MANAGEMENT PRACTICES

- A. Grass swales, bio-swales, infiltration basins, and other designs will be incorporated by the ILLINOIS TOLLWAY into the EOWA projects in order to minimize the effects of roadway runoff and improve the quality of roadway runoff discharged to receiving waters and/or nearby wetlands.

III. NON-STRUCTURAL BEST MANAGEMENT PRACTICES

- A. A salt reduction goal has been established by the ILLINOIS TOLLWAY and DRSCW for the PROGRAM through the analysis of existing conditions, existing practices in the affected watersheds, and planned highway improvements. Offsets will include both the adoption of salt reduction strategies implemented by the ILLINOIS TOLLWAY and providing salt application data to DRSCW, including but not limited to their application rates for each lane mile, as well as financial and other support to other mutually agreed upon partners.

- B. The ILLINOIS TOLLWAY recognizes that meeting the objectives of the Total Maximum Daily Loads (“TMDL’s”) will require reductions in area chloride loading above those set out in the PROGRAM and agrees to review its practices at an agency wide scale and to actively partner with the DRSCW, its members or successors, in working for PROGRAM area chloride reductions beyond the life of the PROGRAM with the goal of meeting the applicable water quality standard.

IV. RESPONSIBILITIES

- A. Pursuant to EXHIBIT A, a guideline for monitoring and reporting chloride offsets has been established. Both PARTIES agree that the requirements embodied in Clean Water Act Section 401 certification(s) or Section 404 or NPDES permit(s), are the sole responsibility of the ILLINOIS TOLLWAY, and that the VILLAGE is not responsible in any way for the ILLINOIS TOLLWAY’s failure to comply with such requirements.
- B. The VILLAGE shall provide the ILLINOIS TOLLWAY a summary raw data report that includes the following data for the most recent winter season for a minimum of five consecutive winter seasons, post equipment purchase and installation; 1) total lane miles maintained, 2) actual road salt usage in tons per lane mile, 3) baseline road salt usage in tons per lane mile, 4) target road salt usage in tons per lane mile, 5) total winter season precipitation events requiring deicing efforts, 6) average precipitation in inches of snow, ice and liquid form of winter season precipitation per precipitation event, 7) duration of each operator deicing efficiency training session and number of operators attending, 8) new equipment installation and new practices implemented and identification and practices planned and 9) the completed DRSCW’s Winter Public Agency Deicing Questionnaire.
- C. The PARTIES agree that the PROGRAM may require several years of monitoring and reporting from PROGRAM partners.
- D. The PARTIES will develop and maintain a guidance document for the PROGRAM which will at minimum detail the methods for calculating the build scenario non-PROGRAM increase, the needed offset, BMP’s the monitoring PROGRAM and reporting baseline requirements. The document will be updated by agreement between the PARTIES as the PROGRAM advances.

V. DELIVERABLES

- A. The deliverables will be transmitted to the ILLINOIS TOLLWAY, by the VILLAGE and include written reports documenting, as defined in Article IV,

Paragraph B. of this AGREEMENT by June 1st pertaining to the preceding winter season.

- B. The ILLINOIS TOLLWAY maintains its responsibility to remain compliant with the “Clean Water Act” as determined and administered by the IEPA.

VI. FINANCIAL

- A. The ILLINOIS TOLLWAY as sponsor of the PROGRAM will compensate the VILLAGE as outlined in this AGREEMENT and included in the VILLAGE’s Request for Equipment and Training “PROPOSAL”.
- B. The purchase of equipment identified within the VILLAGE’s PROPOSAL, as part of the PROGRAM shall be reimbursed by the ILLINOIS TOLLWAY to the VILLAGE.
- C. The VILLAGE will be paid based upon its invoice(s) which shall include detailed receipts of purchased items in substantial conformance with the Budget included in the VILLAGE’s PROPOSAL.
- D. The VILLAGE shall certify in writing, upon presentation of each invoice hereunder, that items as invoiced have been actually purchased and installed and that the VILLAGE is in fact complying with all other provisions of this AGREEMENT. Invoicing shall be sufficiently itemized to permit the ILLINOIS TOLLWAY or its consultant(s) or cooperating governmental unit(s) to verify performance of the work so invoiced.
- E. It is mutually agreed that the estimated cost to the ILLINOIS TOLLWAY shall not exceed \$367,000 for the term of this AGREEMENT through five consecutive winter seasons, beginning with the first winter season in which purchased equipment has been utilized and use data has been provided to the ILLINOIS TOLLWAY.

VII. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the VILLAGE of Wood Dale and the Illinois State Toll Highway Authority.
- B. All equipment proposed for purchase and installation, shall be done so prior to the 2018/2019 winter season but efforts will be made for purchases and installations to occur prior to the 2017/2018 winter season.

- C. The term of this AGREEMENT shall extend through five consecutive winter seasons in which purchased equipment has been utilized and use data has been provided to the ILLINOIS TOLLWAY.
- D. PARTIES agree to collaborate in effort to fulfill applicable goals of the PROGRAM as established in Section IV. of EXHIBIT A. Should the PARTIES mutually agree that the VILLAGE did not operate in a manner demonstrating intent achieve the goal reduction of 17.5% in a PROGRAM year, the ILLINOIS TOLLWAY shall provide written notice to the VILLAGE identifying delinquencies of agreed upon practices. Should the PARTIES mutually agree that the VILLAGE did not operate in a manner in which to achieve the goal reduction of 17.5% for a second year during the term of this AGREEMENT, the ILLINOIS TOLLWAY shall provide written notice to the VILLAGE identifying delinquencies of agreed upon practices and the VILLAGE shall provide reimbursement to the ILLINOIS TOLLWAY for all payments made by the ILLINOIS TOLLWAY associated with this agreement within 90 days of VILLAGE's receipt of the notice.
- E. Equipment purchased under this AGREEMENT by the ILLINOIS TOLLWAY on behalf of the VILLAGE becomes the property and responsibility of the VILLAGE and the VILLAGE shall indemnify, hold harmless and defend the ILLINOIS TOLLWAY, its officials, directors, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions in its performance under this AGREEMENT, including, but not limited to, use of the equipment described herein. The VILLAGE expressly acknowledges that the ILLINOIS TOLLWAY, through provision of funding, training, and certification under this AGREEMENT, is not intended to be a joint employer of the VILLAGE's employees and agents and does not exert control over such persons in their use of the equipment that is the subject of this AGREEMENT.
- F. 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.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005794 and it is doing business as a governmental

entity, whose mailing address is The Village of Bensenville, 12 S. Center Street, Bensenville, Illinois 60106.

- I. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or any of the PARTIES under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- J. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This section intentionally left blank)

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

THE VILLAGE OF BENSENVILLE

By: _____
Frank Soto
President

Attest: _____
Ilsa Revera-Trujillo
Village Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

By: _____
Michael Colsch
Chief Financial Officer

Date: _____

By: _____
Elizabeth M.S. Oplawski
Acting General Counsel

Date: _____

Approved as to Form and Constitutionality

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