

RESOLUTION NO. 21583

**Background**

The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract RR-18-4395 for Roadway Lighting Upgrades and LED Retrofit, on the Reagan Memorial Tollway (I-88) from Mile Post 116.2 (IL 31) to Mile Post 122.0 (Eola Road). The lowest responsible bidder on Contract No. RR-18-4395 is Demarc Electric and Communications, LLC in the amount of \$1,195,644.23.

**Resolution**

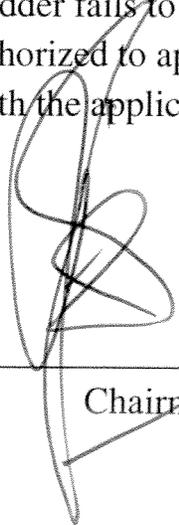
Contract No. RR-18-4395 is awarded to Demarc Electric and Communications, LLC in the amount of \$1,195,644.23, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the 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. 21584

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4398 for Systemwide Fencing and Site Improvements, on the Jane Addams Memorial Tollway (I-90) from Mile Post 3.6 (South Beloit Plaza 1) to Mile Post 56.2 (IL 25 Plaza 13). The lowest responsible bidder on Contract No. RR-18-4398 is Fence Masters, Inc. in the amount of \$1,397,789.25.

**Resolution**

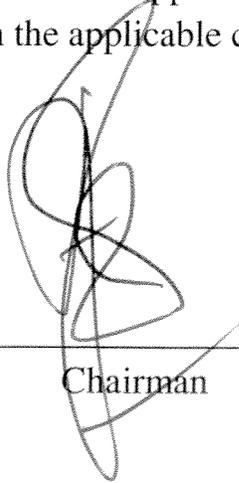
Contract No. RR-18-4398 is awarded to Fence Masters, Inc. in the amount of \$1,397,789.25, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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. 21585

**Background**

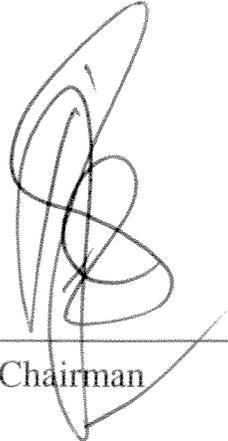
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract RR-18-4397 for Systemwide Fencing and Site Improvements, on the Tri-State Tollway (I-294) from Mile Post 2.6 (Halsted Street, Plaza 47) to Mile Post 40.5 (O'Hare Interchange, Plaza 32). The lowest responsible bidder on Contract No. RR-18-4397 is Foundation Mechanics, LLC in the amount of \$1,768,916.00.

**Resolution**

Contract No. RR-18-4397 is awarded to Foundation Mechanics, LLC in the amount of \$1,768,916.00, 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. 21586

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4399 for Systemwide Fencing and Site Improvements, on the Jane Addams Memorial Tollway (I-90) from Mile Post 59.4 (IL 59) to Mile Post 78.5 (River Road) and Veterans Memorial Tollway (I-355) from Mile Post 22.6 (Butterfield Road) to Mile Post 29.2 (Army Trail Road). The lowest responsible bidder on Contract No. RR-18-4399 is Antigua, Inc. (dba Antigua Construction, Inc.) in the amount of \$1,344,253.55.

**Resolution**

Contract No. RR-18-4399 is awarded to Antigua, Inc. (dba Antigua Construction, Inc.) in the amount of \$1,344,253.55, 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 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. 21587

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4400 for Systemwide Fencing and Site Improvements, on the Edens Spur (I-94) from Mile Post 4.9 (Wadsworth Road, Plaza 21) to Mile Post 26.4 (Edens Plaza 24) and Tri-State Tollway (I-294) from Mile Post 41.6 (Touhy Avenue) to Mile Post 48.1 (Willow Tower). The lowest responsible bidder on Contract No. RR-18-4400 is Fence Masters, Inc. in the amount of \$2,120,557.22.

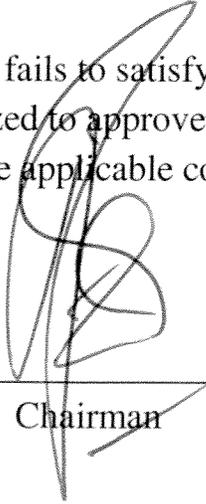
**Resolution**

Contract No. RR-18-4400 is awarded to Fence Masters, Inc. in the amount of \$2,120,557.22, 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. 21588

**Background**

The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract RR-18-9208 for Systemwide CCTV Camera and Communication Upgrade, on the Reagan Memorial Tollway (I-88) at Mile Post 78.6 (I-39/US 51) and Tri-State Tollway (I-294) from Mile Post 0.0 (Ford/Calumet Expressway) to Mile Post 15.4 (107th Street) and Mile Post 49.4 (Sanders Road) to Mile Post 52.2 (Sanders Road Overpass). The lowest responsible bidder on Contract No. RR-18-9208 is Pagoda Electric & Construction in the amount of \$1,317,848.90.

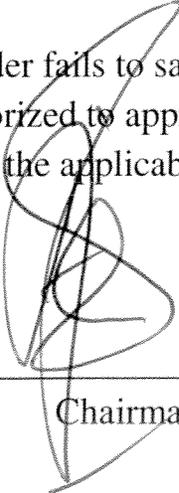
**Resolution**

Contract No. RR-18-9208 is awarded to Pagoda Electric & Construction in the amount of \$1,317,848.90, 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. 21589

**Background**

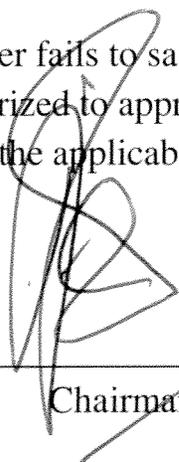
The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-18-4691 for Landscaping Improvements, on the Illinois Route 390 Tollway from Mile Post 13.1 (Park Boulevard) to Mile Post 15.0 (Wood Dale Road). The lowest responsible bidder on Contract No. I-18-4691 is Natural Creations Landscaping, Inc., in the amount of \$874,028.50.

**Resolution**

Contract No. I-18-4691 is awarded to Natural Creations Landscaping Inc., in the amount of \$874,028.50, 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 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. 21590

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4692 for Landscaping Improvements, on the Illinois Route 390 Tollway from Mile Post 15.0 (Wood Dale Road) to Mile Post 16.2 (Supreme Drive). The lowest responsible bidder on Contract No. I-18-4692 is Natural Creations Landscaping, Inc. in the amount of \$448,409.00.

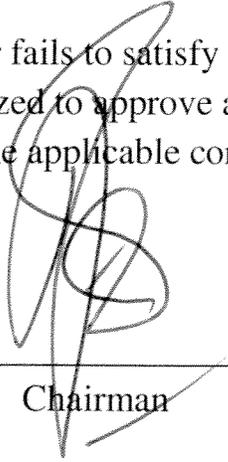
**Resolution**

Contract No. I-18-4692 is awarded to Natural Creations Landscaping, Inc. in the amount of \$448,409.00, 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. 21591

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4404 for M-14 Annex B Parking Structure, on the Veterans Memorial Tollway (I-355) at Mile Post 3.25 (Spring Creek, Plaza 99). The lowest responsible bidder on Contract No. RR-18-4404 is Pacific Construction Services, Inc. in the amount of \$2,894,390.00.

**Resolution**

Contract No. RR-18-4404 is awarded to Pacific Construction Services, Inc. in the amount of \$2,894,390.00, 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. 21592

**Background**

The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract RR-18-4401 for Intermittent Pavement Repairs, Systemwide. The lowest responsible bidder on Contract No. RR-18-4401 is K-Five Construction Corporation in the amount of \$1,083,166.79.

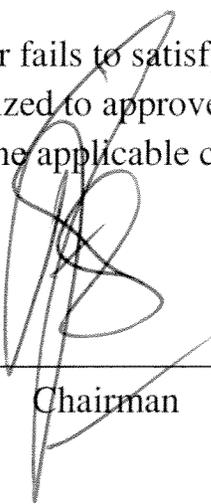
**Resolution**

Contract No. RR-18-4401 is awarded to K-Five Construction Corporation in the amount of \$1,083,166.79, 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. 21593

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-17-4314 for Pavement and Structural Preservation and Rehabilitation, on the Tri-State Tollway (I-294) Mile Post 40.0 (Balmoral Ave) to Mile Post 52.9 (Lake Cook Road). The lowest responsible bidder on Contract No. RR-17-4314 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$13,804,364.21.

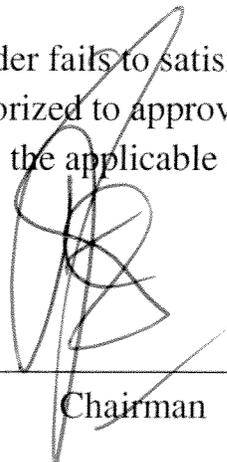
**Resolution**

Contract No. RR-17-4314 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$13,804,364.21, 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. 21594

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4373 for Roadway and Bridge Reconstruction, on the Edens Spur, Tri-State Tollway (I-94) from Mile Post 26.9 (east of Pfingsten Road) to Mile Post 29 (west of Union Pacific Railroad). The lowest responsible bidder on Contract No. I-18-4373 is Walsh Construction Company II, LLC in the amount of \$45,774,502.77.

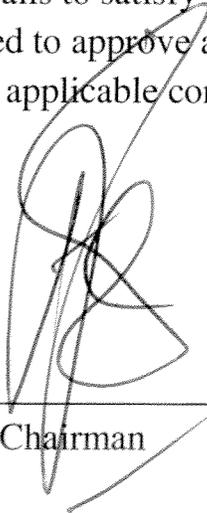
**Resolution**

Contract No. I-18-4373 is awarded to Walsh Construction Company II, LLC in the amount of \$45,774,502.77, 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. 21595

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4403 for Ramp Reconstruction, on the Reagan Memorial Tollway (I-88) from Mile Post 114.2 to Mile Post 114.9 (Orchard Road Interchange). The lowest responsible bidder on Contract No. RR-18-4403 is Curran Contracting Company in the amount of \$3,445,232.94.

**Resolution**

Contract No. RR-18-4403 is awarded to Curran Contracting Company in the amount of \$3,445,232.94, 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

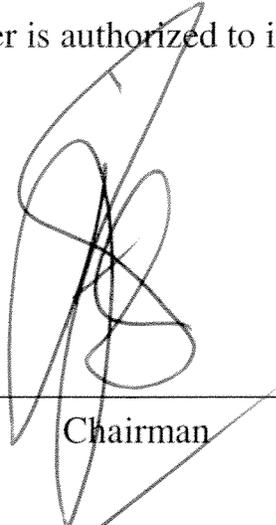
RESOLUTION NO. 21596

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Planning Services Upon Request, on the Tri-State Tollway (I-294) from Mile Post 17.5 (95th Street) to Mile Post 40.0 (Balmoral Avenue) on Contract No. RR-18-4383. Christopher B. Burke Engineering, Ltd. 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 construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with Christopher B. Burke Engineering, Ltd., to obtain Planning Services, for Contract No. RR-18-4383 with an upper limit of compensation not to exceed \$5,000,000.00, 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. 21597

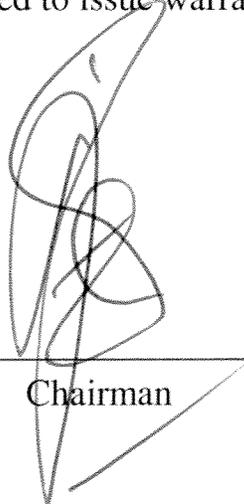
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services Upon Request, Systemwide on Contract No. RR-18-9008. Singh & Associates, 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 construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with Singh & Associates, Inc., to obtain Design Services, for Contract No. RR-18-9008 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. 21598

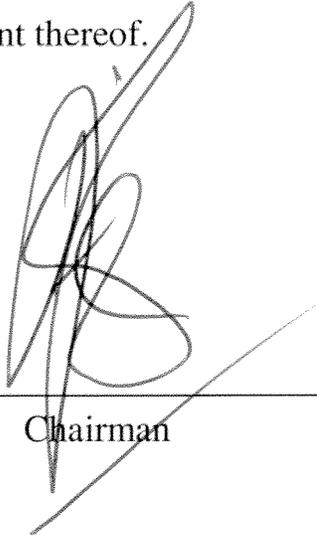
**Background**

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-18-4377. The Roderick Group, Inc. (dba Ardmore Roderick) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$6,500,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with The Roderick Group, Inc. (dba Ardmore Roderick), to obtain Construction Management Services, for Contract No. RR-18-4377 with an upper limit of compensation not to exceed \$6,500,000.00, 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

RESOLUTION NO. 21599

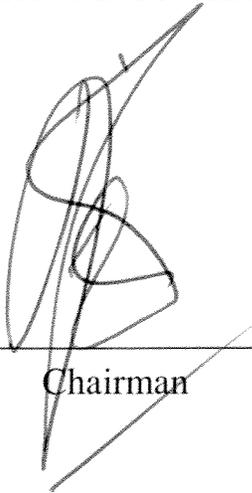
**Background**

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-18-4378. Interra 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 construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with Interra Inc., to obtain Construction Management Services, for Contract No. RR-18-4378 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

RESOLUTION NO. 21600

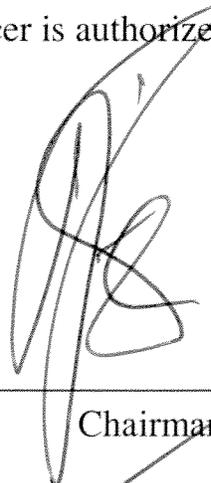
**Background**

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-18-9016. Arcadis U.S., 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 construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with Arcadis U.S., Inc., to obtain Construction Management Services, for Contract No. RR-18-9016 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

RESOLUTION NO. 21601

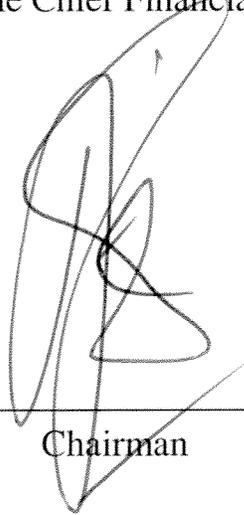
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Infrastructure Management System Services, Systemwide on Contract No. RR-18-9205. Great Arc Technologies, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with Great Arc Technologies, Inc., to obtain Infrastructure Management System Services, for Contract No. RR-18-9205 with an upper limit of compensation not to exceed \$3,000,000.00, 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. 21602

**Background**

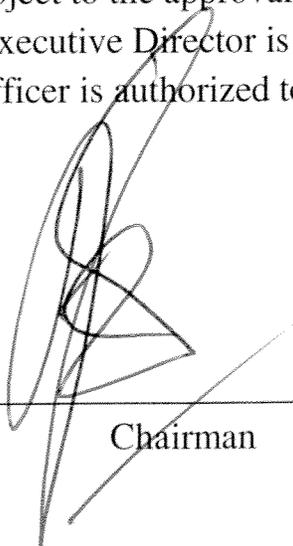
The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20906 approved December 17, 2015, entered into an Agreement with State Materials Engineering LLC, dba S.T.A.T.E. Testing, LLC on Contract RR-15-4242 for Materials Engineering Services Upon Request, Systemwide.

Per Tollway request, State Materials Engineering LLC, dba S.T.A.T.E. Testing, LLC has submitted a proposal to provide Supplemental Materials Engineering Services for Contract RR-15-4242, increasing the contract upper limit by \$1,500,000.00, from \$ 5,000,000.00 to \$ 6,500,000.0. It is necessary and in the best interest of the Tollway to accept the proposal from State Materials Engineering LLC, dba S.T.A.T.E. Testing, LLC.

**Resolution**

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with State Materials Engineering LLC, dba S.T.A.T.E. Testing, LLC consistent with the aforementioned proposal to increase the contract upper limit by \$1,500,000.00, subject to the 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. 21603

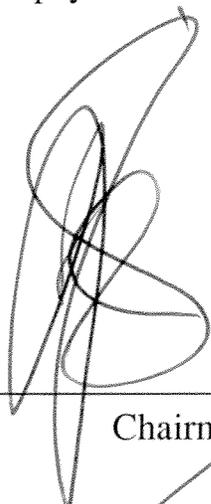
**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21357 approved on September 28, 2017, entered into an Agreement for Contract No. RR-13-4116 with Walsh Construction Company II for Roadway Reconstruction, on the Reagan Memorial Tollway (I-88) from Mile Post 138.1 (York Road Plaza) to Mile Post 140.5 (Eisenhower Expressway I-290). This Change Order / Extra Work Order provides for Roosevelt Road bridge repairs, in the amount of \$1,540,820.75.

**Resolution**

The Change Order / Extra Work Order in the amount of \$1,540,820.75, and the commensurate increase in the upper limit of compensation on Contract No. RR-13-4116 is approved and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

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

  
Chairman

RESOLUTION NO. 21604

**Background**

The Illinois State Toll Highway Authority (the “Tollway”), pursuant to Resolution No. 21535 approved on April 26, 2018, entered into an Agreement for Contract No. RR-16-4255 with K-Five Construction Corporation/Lorig Construction Company (JV) for Roadway and Bridge Rehabilitation, on the Veterans Memorial Tollway (I-355) from Mile Post 12.1(I-55) to Mile Post 22.3 (Butterfield Road). These Change Order / Extra Work Orders in an aggregate amount of \$895,134.00 provide for rumble strip removal for construction staging coordination at a cost of \$379,911.00, and work associated with providing temporary barrier wall protection for hydro-scarification and latex overlay operations on the bridges in the amount of \$515,223.00.

**Resolution**

The Change Order / Extra Work Order in the amount of \$895,134.00, and the commensurate increase in the upper limit of compensation on Contract No. RR-16-4255 is approved and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

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



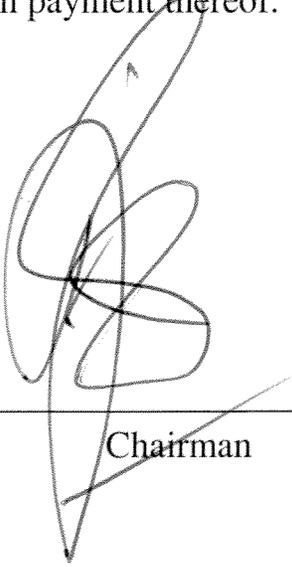
RESOLUTION NO. 21605

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 21509 approved on March 29, 2018 entered into an Agreement for Contract No. RR-16-4256 with Plote Construction, Inc. / Dunnet Bay Construction Co., (JV) for Roadway and Bridge Rehabilitation and Widening on the Veterans Memorial Tollway (I-355) from Mile Post 23.3 (Butterfield Road) to Mile Post 29.8 (Army Trail Road). This Change Order / Extra Work Order provides for temporary barrier wall protection for hydro-scarification and latex overlay operations on the bridges, in the amount of \$314,754.00.

**Resolution**

The Change Order / Extra Work Order in the amount of \$314,754.00, and the commensurate increase in the upper limit of compensation on Contract No. RR-16-4256 is approved and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

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

**NOTE REGARDING SCRIVENER'S ERROR IN RESOLUTION NO. 21606**

Due to a scrivener's error, Resolution No. 21606 provided

“Resolution 19584 needs to be amended to authorize specific corridor expenditures....”

the Background section of Resolution 21606 dated June 28, 2018 should have provided, and should be deemed to provide,

*“Resolution 19584 needs to be amended, and the upper limit of compensation increased by \$20,000,000, to authorize specific corridor expenditures...”*

The Resolution section of Resolution 21606 dated June 28, 2018 should have provided, and should be deemed to provide,

*“The Tollway's Engineering Department ... are authorized to spend sums up to an amount not to exceed \$20,000,000, and the upper limit of compensation for Resolution 19584 needs to be increased by \$20,000,000, to pay for any and all land acquisition fees and costs ...”*

This additional language accurately reflects the Board's authorization following discussion of the item.



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Board Secretary

RESOLUTION NO. 21606  
AMENDING RESOLUTION NO. 19584

**Background**

Resolution 19584 authorized specific corridor expenditures each for the following: Jane Addams Memorial Tollway (I-90); Veterans Memorial Tollway (I-355); Reagan Memorial Tollway (I-88); Tri-State Tollway (I-94/I-294); Elgin O'Hare Western Bypass; I-294/I-57 Interchange for Due Diligence Phase of Right-of-Way acquisitions required for Move Illinois Program. The Due Diligence Phase includes costs associated with investigations, legal, surveys, title searches, appraisals and negotiations. Resolution 19584 needs to be amended to authorize specific corridor expenditures for the Systemwide corridor and to provide Land Acquisition the authority to acquire all needed parcels and move forward in its acquisition of real estate and interests for Systemwide Projects, Project No. RR-18-4408, including but not limited to Interchanges and Maintenance Sites; including fee title, permanent easements, temporary easements and access control relative to said project.

**Resolution**

The Tollway's Engineering Department, by and through its Land Acquisition Manager, together with employees, vendors and agents are authorized to acquire all necessary real estate interests associated with the Project and to spend sums up to an amount not to exceed \$20,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all needed real estate and interests in real estate, and for the payment of preliminary just compensation as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

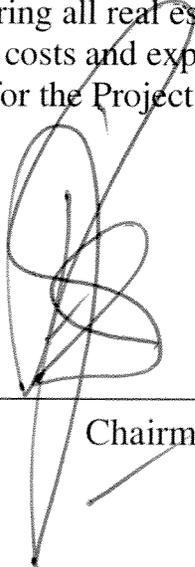
These acquisitions are necessary and convenient to secure all needed real estate and the interests in real estate for the Project, therefore, acquisition is authorized.

RESOLUTION NO. 21606  
AMENDING RESOLUTION NO. 19584

**Resolution – Continued**

The Executive Director or the Chief Operating Officer and/or the Land Acquisition Manager, subject to form and constitutionality approval of the Acting General Counsel, and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to continue to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief Financial Officer 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 and to pay any and all such other acquisition costs and expenses, not to exceed the aggregate sum of \$20,000,000.00 for the Project.

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



Chairman

RESOLUTION NO. 21607  
AMENDING RESOLUTION NO. 21578

**Background**

Resolutions 19584, 21069 and 21451 authorized acquisition of needed parcels and expenditures up to \$115,000,000.00 for any and all land acquisition fees and costs needed for the Tri-State Tollway Project, Project No. RR-11-4010. Resolution 21578, as preceded by Resolutions 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942 and 20771 identified specific parcels that were required for Tollway purposes. Resolution 21578 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Tri-State Tollway Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1<sup>st</sup> Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21578, identifies additional 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 authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$115,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

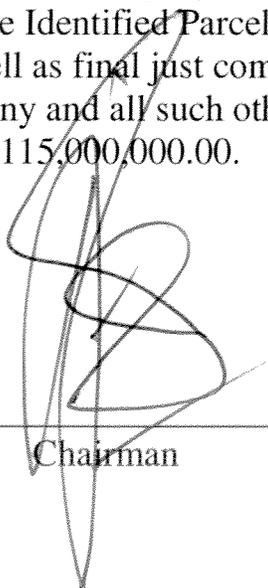
RESOLUTION NO. 21607  
AMENDING RESOLUTION NO. 21578

**Resolution – Continued**

In the event all or the part of the Parcels identified on Exhibit “A” cannot with reasonable diligence be purchased via negotiations, administrative documentation, or settlement then upon the recommendation of the Land Acquisition Manager, and the Acting General Counsel, the Attorney General, after consulting with the Land Acquisition Unit, is 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 Operating Officer and/or the Land Acquisition Manager, subject to form and constitutionality approval of the Attorney General, applicable 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 Financial Officer 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 \$115,000,000.00.

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



06/28/18

6.1/25

RESOLUTION NO. 21607  
AMENDING RESOLUTION NO. 21578

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

**PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS**

**TRI-STATE TOLLWAY**

EXHIBIT "A"  
Project RR-11-4010  
Tri-State Tollway

**PREVIOUSLY IDENTIFIED PARCELS**

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-7-15-001	12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019	Cook
TW-7-15-002	12-21-100-011	Cook
TW-7-15-003	12-20-301-034	Cook
TW-7-15-004	12-20-300-054, 12-20-300-055	Cook
TW-5-16-001	18-19-301-004, 18-19-301-005	Cook
TW-3A-16-001	18-34-105-021	Cook
TW-3B-16-001	18-29-100-020	Cook
TW-3B-16-006	18-28-300-067, 18-28-400-012	Cook
TW-7-16-005	12-30-100-009, 12-30-100-011 12-30-100-024, 12-30-100-025	Cook
TW-7-16-006	12-30-100-019	Cook
TW-7-16-007	12-30-100-020	Cook
TW-7-16-008	12-30-100-021	Cook
TW-7-16-009	12-30-102-001, 12-19-300-020	Cook
TW-7-16-001	03-06-204-002	DuPage
TW-7-16-011	12-19-400-111	Cook
TW-7-16-012	12-19-400-123	Cook
TW-7-16-013	12-19-400-157	Cook
TW-7-16-014	12-19-400-156	Cook
TW-7-16-015	12-19-400-069	Cook
TW-7-16-016	12-19-400-125	Cook
TW-7-16-017	12-19-400-087	Cook
TW-7-16-018	12-19-400-107	Cook

EXHIBIT "A"  
Project RR-11-4010  
Tri-State Tollway

<u>Parcel</u>	<u>PREVIOUSLY IDENTIFIED PARCELS</u> <u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-3B-16-002	18-27-500-003, 18-28-501-001, 18-33-501-001	Cook
TW-3B-16-003	18-33-102-002, 18-33-201-003, 18-32-402-010 18-33-301-002, 18-27-300-008, 18-28-401-008	Cook
TW-3B-16-004	18-27-300-006, 18-28-401-002, 18-28-401-004 18-28-401-009, 18-28-401-010, 18-32-402-003 18-33-102-001, 18-33-201-001, 18-33-201-002 18-33-201-004, 18-33-301-001	Cook
TW-3B-16-005	18-28-400-011, 18-28-300-047, 18-28-500-004 18-28-200-028, 18-28-200-033	Cook
TW-3B-16-007	THAT PART OF THE EXISTING SANTA FE DRIVE RIGHT OF WAY IN THE PLAT OF DEDICATION FOR SAID RIGHT OF WAY, BEING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1976 AS DOCUMENT NUMBER 23687489	Cook
TW-3B-16-008	18-28-300-043	Cook
TW-3B-16-009	18-28-300-056, 18-28-300-042, 18-28-103-030	Cook
TW-3B-16-010	18-28-103-007, 18-28-103-008, 18-28-300-012 18-28-300-013, 18-28-300-017, 18-28-300-018 18-28-300-019, 18-28-300-022, 18-28-300-023	Cook
TW-3B-16-011	18-28-502-028	Cook
TW-3B-16-012	18-28-300-068, 18-28-400-013	Cook
TW-3B-16-013	18-28-200-032, 18-28-200-035, 18-28-200-036	Cook
TW-3B-16-014	18-28-300-041	Cook
TW-3B-16-015	18-28-103-029, 18-28-200-018, 18-28-103-032	Cook
TW-3B-16-016	18-28-103-001, 18-28-103-020, 18-28-103-034	Cook
TW-3A-16-003	18-34-104-028	Cook
TW-3A-16-004	18-34-105-020	Cook

EXHIBIT "A"  
Project RR-11-4010  
Tri-State Tollway

**PREVIOUSLY IDENTIFIED PARCELS**

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-3A-16-005	THAT PART OF RUST TRAIL AS ESTABLISHED BY THE PLAT OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1948 AS DOCUMENT NUMBER 14310191	Cook
TW-3A-16-006	18-34-104-014	Cook
TW-3A-16-008	18-34-102-004	Cook
TW-3A-16-009	18-34-102-003	Cook
TW-3A-16-010	18-34-102-002	Cook
TW-3A-16-011	18-34-102-011	Cook
TW-3A-16-007	18-34-105-001 & Rust Rail and Louis Drive	Cook
TW-5-16-067	18-06-321-003, 18-06-413-002, 18-06-413-001, 18-06-414-001, 18-06-419-031, 18-06-419-032, 18-06-419-016, 18-06-419-017, 18-06-419-018, 18-06-419-019, 18-06-420-020, 18-06-419-021, 18-06-419-022, 18-06-419-023, 18-06-419-024, 18-06-419-025, 18-06-419-026, 18-06-419-027, 18-06-419-028, 18-06-419-029, 18-06-419-030, 18-06-413-003	Cook
TW-5-16-068	18-06-319-013, 18-06-320-001, 18-06-317-006, 18-06-317-008, 18-06-320-008, 18-06-320-012, 18-06-320-014, 18-06-320-015, 18-06-320-017, 18-06-320-016, 18-06-320-007, 18-06-321-002	Cook
TW-5-16-070	18-06-318-032	Cook
TW-6B-16-005	15-07-101-016	Cook
TW-7-16-062	12-16-115-032	Cook
TW-7-16-063	12-16-114-036	Cook
TW-7-16-064	12-16-114-037	Cook
TW-7-16-065	12-16-114-032	Cook
TW-7-16-066	12-16-113-021	Cook

EXHIBIT "A"  
Project RR-11-4010  
Tri-State Tollway

**PREVIOUSLY IDENTIFIED PARCELS**

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-3B-16-017	18-28-102-006	Cook
TW-3B-16-018	18-28-102-005	Cook
TW-3B-16-019	18-28-102-023	Cook
TW-3B-16-020	THAT PART OF THE EXISTING MARIDON ROAD RIGHT OF WAY AS DEDICATED ON GREGOR'S SUBDIVISION PLAT, RECORDED SEPTEMBER 8, 1952 AS DOCUMENT NUMBER 15430017, BEING A SUBDIVISION OF THE WEST 200 FEET OF THE EAST 1027.90 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN	Cook
TW-3B-16-021	18-28-102-021	Cook
TW-3B-16-022	18-28-102-020	Cook
TW-3B-16-023	18-29-205-016	Cook
TW-3B-16-024	18-29-205-015	Cook
TW-5-16-059	18-07-103-001, 18-07-103-002, 18-07-103-003, 18-07-103-004, 18-07-103-005, 18-07-103-006, 18-07-103-007, 18-07-103-008, 18-07-103-009, 18-07-103-010, 18-07-103-011	Cook
TW-7-16-002	03-25-409-001, 03-25-409-002	DuPage
TW-7-16-003	03-25-400-004	DuPage
TW-7-16-004	03-25-400-006	DuPage
TW-7-16-054	12-16-307-029	Cook
TW-7-16-057	12-16-312-018	Cook
TW-7-16-060	12-16-115-023, 12-16-115-025	Cook
TW-7-16-067	12-16-113-017, 12-16-113-018, 12-16-113-023, 12-16-113-024	Cook
TW-7-16-068	12-16-205-023, 12-16-111-049	Cook
TW-7-16-071	12-16-205-019	Cook
TW-7-16-077	12-16-203-024	Cook

EXHIBIT "A"  
Project RR-11-4010  
Tri-State Tollway

**ADDED IDENTIFIED PARCELS**

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-7-16-053	12-16-307-041	Cook
TW-7-16-055	12-16-307-028	Cook
TW-7-16-059	12-16-111-048, 12-16-205-024	Cook
TW-7-16-078	THAT PART OF LAWRENCE AVENUE, A 66 FOOT WIDE STREET IN FAIRVIEW, BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1891 AS DOCUMENT NUMBER 1483103	Cook
TW-7-16-079	THAT PART OF MONTROSE, THAT PART OF AGATITE AND THAT PART OF SUNNYSIDE AVENUES ALL IN INDIAN PARK ESTATES, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1939 AS DOCUMENT 12260059	Cook
TW-7-16-080	THAT PART OF BERTEAU AND DENLEY AVENUES AS SHOW ON VOLK BROTHERS HOME ADDITION TO SCHILLER PARK IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN ACCORDING TO THE PLAT RECORDED MAY 20, 1924 AS DOCUMENT NUMBER 8427643	Cook

## RESOLUTION NO. 21608

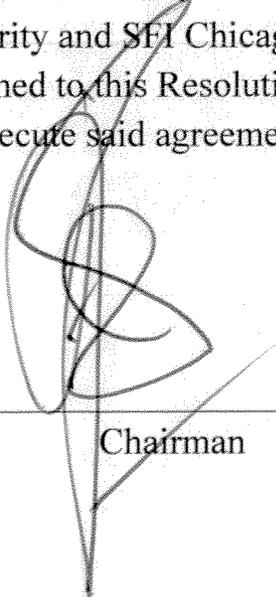
**Background**

As part of the Tri-State widening project, the Illinois State Toll Highway Authority ("Tollway") requires the demolition of the O'Hare Oasis pavilion. The Tollway's Lease Agreement with SFI Chicago Tollway LLC ("SFI" or "Lessee") contemplates the early termination of an oases facility and provides a compensation formula. Oasis Lease at Section 15.1. The formula reimburses the Lessee for its investment into the facility, provides a return of a portion of SFI's Renewal and Replacement Account balance, and requires a proportional reduction in the future rents paid to the Tollway. In addition to these amounts, the Tollway is returning a portion of SFI's 2014 parking lot reconstruction investment. The estimated total amount of the settlement is \$9,242,641 with up to \$895,215 of this amount to be paid from SFI's Renewal and Replacement Account.

**Resolution**

The Chief Engineering Officer, Chief Financial Officer, and the Acting General Counsel are authorized to negotiate and prepare an O'Hare Oasis Termination Agreement and General Release between the Illinois State Toll Highway Authority and SFI Chicago Tollway, LLC in substantially the form of the agreement attached to this Resolution, the Chairman or the Executive Director is authorized to execute said agreement.

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

  
Chairman

**O'HARE OASIS AGREEMENT AND GENERAL  
RELEASE BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY and  
SFI CHICAGO TOLLWAY LLC**

This Agreement and General Release, ("Agreement"), is made and entered into 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 SFI Chicago Tollway LLC, a Delaware limited liability company (hereinafter referred to as "SFI" or "LESSEE")(The TOLLWAY and SFI are collectively referred to as "Parties").

WHEREAS, on April 30, 2002, the TOLLWAY and Wilton Partners Tollway LLC (hereinafter referred to as "Wilton") entered into a Lease Agreement (hereinafter referred to as the "LEASE AGREEMENT") wherein the TOLLWAY leased to WILTON the seven (7) Oases located on the Illinois State Toll Highway System for the purpose of designing, constructing, leasing, operating and maintaining the oases.

WHEREAS, a First Amendment to the Lease Agreement dated October 1, 2004 was entered into between the TOLLWAY and Wilton (hereinafter referred to as "FIRST LEASE AMENDMENT"); and

WHEREAS, as part of its foreclosure action, in 2009 iStar Financial purchased and assumed the remaining leasehold interest in the LEASE AGREEMENT and FIRST LEASE AMENDMENT which it transferred to its subsidiary, SFI; and

WHEREAS, a Second Amendment dated November 1, 2013 was entered into between the TOLLWAY and SFI, which among other issues, addressed the termination of the Des Plaines Oasis; and

WHEREAS, as part of its Move Illinois capital program, the TOLLWAY requires the removal of the O'Hare Oasis over the road structure for the purpose of widening and reconstruction of the Tri-State Tollway (I-294); and

WHEREAS, pursuant to and in compliance with Section 15.1 of the LEASE AGREEMENT, the TOLLWAY provided notice to SFI of its intent to reclaim this oasis; and

WHEREAS, consistent with paragraph 15.1 of the LEASE AGREEMENT, the TOLLWAY and SFI have reached an agreement concerning the compensation due SFI for the termination of the LEASE AGREEMENT as it pertains to the O'Hare Oasis;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto mutually covenant and agree as follows:

- 1) The above introductory recitals are agreed to and incorporated into this Agreement.
- 2) In consideration for the full and complete settlement of this matter, consistent with Section 15.1 of the Lease Agreement, SFI shall receive from the TOLLWAY and the Renewal and Replacement Account the sum of (\$9,242,641) (Nine Million Two Hundred and Forty Two Thousand and Six Hundred and Forty One Dollars. The amount payable under this Agreement shall be subject to state laws governing the State Comptroller's obligation to withhold funds that SFI may owe to other persons or to state agencies. Plaintiff may contest the validity of these claims through applicable state procedures.

- 3) The amount identified in above paragraph two (2) represents the termination value of the O'Hare Oases defined by Section 15.1 of the LEASE AGREEMENT, the amortized reimbursement for SFI's 2014 parking lot reconstruction contribution, approximately 1/6 of the current Renewal and Replacement Account balance, together with any and all other claims SFI may have against the TOLLWAY concerning the O'Hare Oasis.
- 4) As indicated in paragraph 3, the portion of the SFI Renewal and Replacement account attributable to the O'Hare Oasis, or \$395,215 (Three Hundred and Ninety Five Thousand Two Hundred and Fifteen Dollars) are to be returned to SFI. In addition, \$500,000 (Five Hundred Thousand Dollars) of the above amount due SFI from the TOLLWAY and identified in above paragraph 2 shall be paid from SFI's Renewal and Replacement Account.
- 5) The remaining balance owed SFI by the TOLLWAY is \$8,347,426 (Eight Million Three Hundred and Forty Seven and Four Hundred and Twenty Six Dollars) and will be paid by the TOLLWAY on or before August 14, 2018.
- 6) It is agreed by the Parties that future oasis termination payments will be calculated consistent with Section 15.1 of the LEASE AGREEMENT with the following understanding:
  - a. Pavilion calculations: When applying the MACRS formula, the calculation start date will be the middle date between the first date of operation of the facility being terminated and the SFI loan date.
  - b. Parking lot reimbursement calculations: the Parties will apply a 15 year MACRS amortization schedule.

- c. The first \$500,000 of any oasis termination payment due SFI or its successors from the TOLLWAY shall be paid from the SFI Renewal and Replacement Account.
  - d. The portion of the Renewal and Replacement account balance generated from the gross sales of the oasis site being terminated pursuant to Section 15.1 of the LEASE AGREEMENT will be returned to the LESSEE.
- 7) SFI shall relinquish possession of the O'Hare Oasis to the TOLLWAY on or before September 14, 2018. Prior to delivering possession of the facility to the TOLLWAY, SFI shall be solely responsible for terminating all of its subleases, addressing any claims that its subleasees may assert and ensuring that the premises have been completely vacated.
- 8) SFI and its successors and assigns, agree to release, and hereby release and forever discharge The TOLLWAY and the State of Illinois, their agents, contractors and sub-contractors, former and present employees, directors, successors, heirs and assigns and all other persons (hereinafter "Releasees") from all actions, claims, demands, setoffs, suits, causes of action, controversies, disputes, equitable relief, compensatory and punitive damages, costs and expenses which arose or could have arisen from claims pertaining to the value of the O'Hare Oasis or any matter or claim that may be related to the closing of the O'Hare Oases, which SFI owns, has or may have against the Releasees, whether known or unknown, from the beginning of time until the effective date of this Agreement, including but not limited to those at law, in tort (including actions under 42 U.S.C. Section 1983) or in equity.

- 9) No promise has been made to pay or give SFI any greater or further consideration other than as stated in this Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties hereto concerning the subject matter of this Agreement are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter of this Agreement. All prior and contemporaneous negotiations, possible and alleged agreements, representations, covenants and warranties, between the parties concerning the subject matter of this Settlement Agreement are merged into this Settlement Agreement. This Agreement contains the entire agreement between the parties.
- 10) The parties enter into this Agreement as a free and voluntary act with full knowledge of its legal consequences.
- 11) This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws.
- 12) This Agreement may not be changed, modified or assigned except by written agreement of SFI, the TOLLWAY and the Illinois Attorney General.
- 13) If any provision of this Agreement is declared invalid or unenforceable, the balance of this agreement shall remain in full force and effect.

14) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

**AGREED:**

**ILLINOIS STATE TOLL HIGHWAY AUTHORITY:**

\_\_\_\_\_  
Elizabeth Gorman  
Executive Director of the  
Illinois State Toll Highway Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elizabeth Oplawski  
Acting General Counsel  
Illinois State Toll Highway Authority

\_\_\_\_\_  
Date

**SFI CHICAGO TOLLWAY LLC:**

\_\_\_\_\_  
Matthew Ballinger  
Senior Vice President  
iStar Financial, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven P. Blonder  
Principal, Much Shelist, P.C.  
Attorney for: SFI Chicago Tollway LLC

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND CONSTITUTIONALITY

\_\_\_\_\_  
Robert T. Lane, Senior Assistant Attorney General

## RESOLUTION NO. 21609

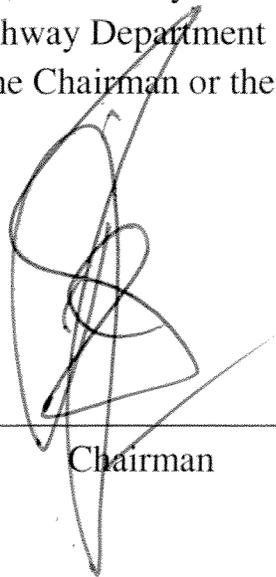
**Background**

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 Transportation ("Department"), the County of DuPage ("County"), the Village of Itasca ("Village"), and the Addison Township Highway Department ("Township") in connection with construction of Illinois Route 390 Toll Highway and ramp connections, as well as construction of adjacent roadways, and Toll Highway and roadway necessities affected by Toll Highway construction west of Park Boulevard to east of Arlington Heights Road (M.P. 12.6 to M.P. 13.6.). The County and the Village requested upgrades and enhancements to work performed within their jurisdictional boundaries and will utilize existing credits from other EOWA projects to offset all or portions of those costs. Future maintenance responsibilities are also defined for each participant.

**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, the Illinois Department of Transportation, the County of DuPage, the Village of Itasca, and the Addison Township Highway Department 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,  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,  
THE COUNTY OF DUPAGE,  
THE VILLAGE OF ITASCA  
AND  
THE ADDISON TOWNSHIP HIGHWAY DEPARTMENT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", the COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois, hereinafter called "COUNTY", the VILLAGE OF ITASCA, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", and the ADDISON, TOWNSHIP HIGHWAY DEPARTMENT a body corporate and politic of the State of Illinois, hereinafter called the "TOWNSHIP", 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, has improved 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, certain construction contracts will occur within the DEPARTMENT's, the COUNTY's, the VILLAGE's and the TOWNSHIP's jurisdictional boundaries. This AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-13-4629, Illinois Route 390 from west of Park Boulevard to east of Arlington Heights Road (hereinafter referred to as the "PROJECT") by making the following improvements:

The scope of improvements include the removal of existing Thorndale Avenue and construction of the new Illinois Route 390 Toll Highway and ramp connections, new bridge structures over the future Hamilton Lakes Drive (currently Park Boulevard) and Arlington Heights Road, and improvements to the future Clover Ridge Lane (currently Park Boulevard West), Hamilton Lakes Drive, Arlington Heights Road, Parkside Avenue,

Ketter Drive, and frontage roads. Within the PROJECT limits, the new Illinois Route 390 will be constructed from west of Park Boulevard to east of Arlington Heights Road including ramp connections from I-290 to Hamilton Lakes Drive, from Ketter Drive to westbound Illinois Route 390, from eastbound Illinois Route 390 to Prospect Avenue, and from Prospect Avenue to westbound Illinois Route 390. Dual single span structures will be constructed over Hamilton Lakes Drive and over Arlington Heights Road to carry eastbound and westbound Illinois Route 390. Clover Ridge Lane will be resurfaced from west of Willow Street to Millers Crossing and reconstructed from Millers Crossing to Hamilton Lakes Drive. Hamilton Lakes Drive will be reconstructed from the frontage road to Park Boulevard north of Illinois Route 390. Ketter Drive and Arlington Heights Road will also be reconstructed within the PROJECT limits. Existing Thorndale Avenue will be reconstructed between Hamilton Lakes Drive and Arlington Heights Road (to be known as South Thorndale Avenue). New westbound and eastbound frontage roads will be constructed from Arlington Heights Road to just west of Prospect Avenue (to be known as North Thorndale Avenue and South Thorndale Avenue respectively). The Parkside Avenue intersection with Thorndale Avenue will be realigned to Arlington Heights Road. The work also includes the installation of traffic signals, storm sewers and drainage improvements, detention ponds, sidewalks, retaining walls and noise wall construction, earthwork, installation of eastbound and westbound All Electronic Tolling (AET) Plazas, Intelligent Transportation Systems (ITS) elements, signing, pavement markings, roadway lighting, landscaping, water main and sanitary sewer relocation, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT bicycle and pedestrian accommodations, structural enhancements, decorative lighting, water main installation, and black access control fencing as further described herein. The VILLAGE requested improvements are hereinafter referred to as the “VILLAGE’s IMPROVEMENTS”; and

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY include in its PROJECT, LED illuminated signage at the black painted traffic signals installed by the PROJECT at the intersections of Ramp K3 (eastbound I-290 to Hamilton Lakes Drive) and Hamilton Lakes Drive, Arlington Heights Road and the eastbound frontage road, and Arlington Heights Road and the westbound frontage road/Ketter Drive; and black painted monotubes at the toll plaza, (hereinafter referred to as the “COUNTY’s IMPROVEMENTS”); and

WHEREAS, the ILLINOIS TOLLWAY agrees to include the VILLAGE’s IMPROVEMENTS and the COUNTY’s IMPROVEMENTS in the PROJECT; and

WHEREAS, a portion of the VILLAGE’s sanitary sewer shall be relocated on ILLINOIS TOLLWAY right of way adjacent to the eastbound frontage road at Prospect Avenue that is secured by access control fencing. Subsequent to this AGREEMENT, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit(s) for the relocated sanitary sewer located on ILLINOIS TOLLWAY property, and to abide by

all conditions set forth therein. The VILLAGE shall be granted access through the right of way fence gates to be installed by the ILLINOIS TOLLWAY as further detailed in Section III. E; and

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

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

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

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

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

WHEREAS, the TOWNSHIP by virtue of its powers as set forth in the Township Code 60 ILCS 1/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to all PARTIES for their review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

Final

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format to the PARTIES by the ILLINOIS TOLLWAY.
- C. The PARTIES shall review the plans and specifications which impact the respective PARTIES' maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from any respective PARTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the individual PARTY shall mean the PARTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the PARTY's maintained highways. In the event of disapproval, the PARTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-DuPage Soil and Water Conservation District, DuPage County, including but not limited to the Building & Zoning Department and Division of Transportation, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The PARTIES shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way within the PROJECT limits to the ILLINOIS TOLLWAY and/or its agents, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit for right of access and/or temporary use shall not be unreasonably withheld by any of the PARTIES.
- G. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois

Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April 2016, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

- H. The PROJECT is being constructed by the ILLINOIS TOLLWAY to accommodate 2030 projected traffic volumes.

## **II. RIGHT OF WAY**

- A. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT.
- B. The acquisition or transfer of permanent right of way required between the DEPARTMENT and ILLINOIS TOLLWAY for land deemed necessary for construction or future maintenance and operations will be conveyed as part of separate Intergovernmental Agreements between the ILLINOIS TOLLWAY and DEPARTMENT.
- C. The acquisition or transfer of permanent right of way interests required from the COUNTY for the construction of the PROJECT pursuant to the approved plans and specifications are part of a separate Intergovernmental Agreement with the COUNTY executed October 4, 2017. The intent and fee associated with the land conveyance from the COUNTY to the ILLINOIS TOLLWAY is part of the COUNTY's in-kind contribution, with the exception of Parcel EO-1B-12-011 which is located at the southwest corner of Thorndale Avenue and Prospect Avenue and required for contract I-14-4642.
- D. The VILLAGE's and the TOWNSHIP's existing right of way which is required for construction of the PROJECT shall be, unless provided for herein, transferred to the ILLINOIS TOLLWAY and conveyed free and clear of all encumbrances.
- E. The VILLAGE agrees to convey a Permanent Easement to the ILLINOIS TOLLWAY for Parcel EO-1B-12-905, as shown on "EXHIBIT A".
- F. The ILLINOIS TOLLWAY has acquired from the TOWNSHIP via eminent domain the Order Vesting Title of Parcel EO-1B-12-907, as shown on "EXHIBIT A".
- G. The ILLINOIS TOLLWAY agrees to convey fee simple title to the COUNTY, the VILLAGE and the TOWNSHIP of all the property and right of way owned by the ILLINOIS TOLLWAY required by the COUNTY, the VILLAGE and the TOWNSHIP for the maintenance and operation of their highways, without cash consideration. The conveyance will be captured in separate individual

Intergovernmental Agreements between the ILLINOIS TOLLWAY and the PARTIES.

- H. To effectuate the transfers contemplated in Section II. E, F, and G above, the ILLINOIS TOLLWAY shall provide necessary documents, including plats, legal descriptions and all necessary title documents that affect the transfer of properties between the PARTIES.
- I. Prior to any transfer of real property owned by the PARTIES, to advance the PROJECT and not delay any schedules, the PARTIES shall grant the ILLINOIS TOLLWAY use, access, ingress, and egress necessary for the construction of the PROJECT. The PARTIES shall grant the ILLINOIS TOLLWAY access and use of its property without charge and shall waive any and all surety or bonding requirements. In any event the ILLINOIS TOLLWAY, to the extent permitted by law, shall indemnify and hold the other PARTIES and their employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the ILLINOIS TOLLWAY or its agents.
- J. The VILLAGE shall agree to consider all variance requests submitted by property owners for setbacks or zoning deviations that are due to ILLINOIS TOLLWAY land acquisition.
- K. In the event, the ILLINOIS TOLLWAY identifies areas of any PARTIES right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the PARTY, shall upon the ILLINOIS TOLLWAY's application to the PARTY's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the respective PARTY shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored by the ILLINOIS TOLLWAY, at its sole cost and expense, to an "as good as – or – better" than pre-construction condition. The ILLINOIS TOLLWAY further agrees to the extent permitted by law, that it shall indemnify and hold harmless any permitting PARTY from any liability, claim, or cause of action relating to the ILLINOIS TOLLWAY's use of any such land. Approval of any permit shall not be unreasonably withheld by any of the PARTIES, but shall not be granted as a matter of right.
- L. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format or DEPARTMENT format where applicable.
- M. The VILLAGE shall apply for a permit from the ILLINOIS TOLLWAY to construct specialty signage meeting ILLINOIS TOLLWAY requirements as

applicable in the future on the south wing wall of the eastbound Illinois Route 390 Bridge over Hamilton Lakes Drive and future Hamilton Lakes Business Park signage on ILLINOIS TOLLWAY right of way south of Ketter Drive and east of Ramp L1. The VILLAGE shall also apply for a permit from the ILLINOIS TOLLWAY for any landscaping improvements. Such landscaping should be compliant with the Federal Aviation Administration Advisory Circular, Hazardous Wildlife Attractants On or Near Airports (Advisory Circular No: 150/5200-33B) on ILLINOIS TOLLWAY right of way. Approval of said permits for the signage and landscaping shall not be unreasonably withheld by the ILLINOIS TOLLWAY.

- N. The COUNTY agrees to involve the ILLINOIS TOLLWAY in future negotiations for new or modified access control limits adjacent to Toll Highway ramp merge locations within the COUNTY's future right of way for maintenance and operation of their highways.
- O. The ILLINOIS TOLLWAY will provide access to the sight screen wood fence located between Parkside Avenue and Prospect Avenue, installed as part of the PROJECT and located on ILLINOIS TOLLWAY right-of-way, to the VILLAGE by request for maintenance as needed.
- P. By request, the ILLINOIS TOLLWAY will provide the VILLAGE access to the parkway north of the north curb of the south frontage road between Hamilton Lakes Drive and Arlington Heights Road extending to the eastbound Illinois Route 390 retaining wall on ILLINOIS TOLLWAY right of way for routine maintenance as needed.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing individual PARTY's rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments to any PARTY's facilities in the design of improvements.
- C. The PARTIES agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing PARTY rights of way, and on proposed PARTY rights of way where improvements to the respective PARTY highways are proposed by the PARTY to be done in conjunction with the PROJECT, without charge of permit fees to the ILLINOIS TOLLWAY.

- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the other PARTIES jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the PARTY.
- E. Where VILLAGE facilities are proposed to be located on ILLINOIS TOLLWAY right of way secured with right of way fence, the VILLAGE will be granted access through the right of way fence gates as described in Section VIII. G.
- F. At all locations where utilities are located on rights of way owned by the ILLINOIS TOLLWAY that are planned to be subsequently transferred to another PARTY and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the PARTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) without charge of permit fees to the ILLINOIS TOLLWAY upon transfer of that right of way to another PARTY. Subsequent to transfer of that right of way to another PARTY, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the PARTY for any and all utility relocation costs the PARTY may incur that are reimbursable to the utility company for PROJECT required adjustments.
- G. At all locations where utilities are located on rights of way owned by any PARTY that are subsequently planned to be transferred to the ILLINOIS TOLLWAY and must be adjusted due to work proposed by any PARTY, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). The respective PARTY permits will no longer apply after transfer of right of way to the ILLINOIS TOLLWAY and any future relocation caused by any PARTY would result in that PARTY reimbursing the utility company. At all locations where any PARTY's utilities are located on ILLINOIS TOLLWAY rights of way or on other PARTY's rights of way and must be adjusted due to work proposed by the PARTY, the PARTY in question agrees to obtain from the ILLINOIS TOLLWAY and/or another PARTY, an approved permit for the facility, and to abide by all conditions set forth therein. The PARTY agrees to reimburse the ILLINOIS TOLLWAY for any and all utility relocation costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- H. The ILLINOIS TOLLWAY will cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT, at no cost to the PARTIES.
- I. The PARTIES agree to accept applications for permits from utility companies to perform utility relocation work within the PROJECT and located on its property.

All such applications for permits shall include an executed Utility Work Order approved by the ILLINOIS TOLLWAY.

- J. During the duration of the PROJECT, the PARTIES agree to issue utility permits within the PROJECT limits in accordance with its' regular permit process and only for utility work as documented by a Utility Work Order that is approved by the ILLINOIS TOLLWAY and/or coordination with the ILLINOIS TOLLWAY.
- K. In the event utility facilities are relocated within the PROJECT limits, the ILLINOIS TOLLWAY shall grant to the utility company and its successors and assigns, owning or operating any utility facilities, the right to operate the same in the new location or locations on the property for as long a period and upon the same terms and conditions as it had the right to maintain and operate the facilities in their former location or locations.
- L. In the event utility facilities are located on property transferred to any of the PARTIES from the ILLINOIS TOLLWAY, the respective PARTY agrees to issue a permit, without charge of permit fees, for all utility work associated with or relocated as a result of the PROJECT. All subsequent maintenance, repairs or modifications to these utility facilities will require that permits be issued in accordance with the PARTIES' current Permit Ordinance.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain the VILLAGE's concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the PARTIES shall be submitted to the PARTIES for approval prior to commencing such work. The PARTIES shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the PARTY indicating its disapproval shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from that PARTY within thirty (30) calendar days after delivery to the PARTY of the proposed deviation, or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved by the PARTY.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the PARTIES, the

ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar days' written notice to the PARTIES prior to commencement of work on the PROJECT.

- D. The PARTIES and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects another PARTY's system. The PARTIES shall assign personnel to perform inspections on each PARTY's behalf for all work included in the PROJECT that affect another PARTY's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by each PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall require its contractor(s) working within any of the PARTIES rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April 2016, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- G. The ILLINOIS TOLLWAY shall require that the PARTIES, and their agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the PARTIES will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- H. The ILLINOIS TOLLWAY shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the PARTIES, and the PARTIES shall make an inspection thereof not later than seven (7) calendar days after notice thereof after notice of 70% completion. If any PARTY does not perform a final inspection within twenty-one (21) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by that PARTY. At the request of the PARTIES, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the respective PARTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint

re-inspection upon completion of the corrective work. The respective PARTY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- I. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV.B, due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, issued April 2016, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.
- J. As-built drawings of utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the VILLAGE, in both paper format and electronically in PDF and CADD format, within sixty (60) calendar days after completion of the work.
- K. The contractor(s) use of VILLAGE water will follow VILLAGE hydrant metering procedures, and that water will be supplied at normal supply cost.
- L. As-built drawings for that part of the PROJECT that will be under the jurisdiction of the COUNTY including the north and south frontage roads and utility relocations within the frontage roads shall be provided to the COUNTY, in both paper and electronically within sixty (60) days after completion of the work.

## **V. FINANCIAL**

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the COUNTY and the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual final construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE is \$204,558.00 for construction costs, \$10,227.90 (5% of construction costs) for preliminary and design engineering, and \$20,455.80 (10% of construction costs) for construction engineering, for a total estimated cost of \$235,241.70. The estimated construction costs to the VILLAGE are further detailed below:

1. A sidewalk along Clover Ridge Lane from Millers Crossing to the south frontage road intersection, and pedestrian ramps at all signalized and non-signalized intersections, including the intersections with the south frontage road at Hamilton Lakes Drive in the northeast and southeast quadrants, Tall Oaks Lane and Nicole Way in the southwest and southeast quadrants, and Arlington Heights Road in the northwest and southeast quadrants, and at the intersection of Arlington Heights Road and Ketter Drive in the southwest and northeast quadrants - \$24,801.00.
  2. Enhanced noise wall panels (leaf form liner) along the south side of Illinois Route 390 - \$11,000.00.
  3. Special form liner signage on the north parapet of the westbound Illinois Route 390 Bridge at Hamilton Lakes Drive and on the north parapet of the westbound Illinois Route 390 Bridge and the south parapet of the eastbound Illinois Route 390 Bridge at Arlington Heights Road - \$6,000.00.
  4. The incremental cost for decorative lighting along the south side of the south frontage road between Hamilton Lakes Drive and Arlington Heights Road - \$6,103.00.
  5. New twelve inch (12") water main on the east side of Hamilton Lakes Drive - \$90,233.00.
  6. New eight inch (8") water main connection at Parkside Avenue from Arlington Heights Road to the existing watermain on Parkside Avenue - \$55,331.00.
  7. Black access control fencing along the south side of Ramp K3/K4, the north side of Illinois Route 390 from Hamilton Lakes Drive to Ketter Drive, and the north side of the detention basin south of the eastbound frontage road - \$11,090.00.
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE's IMPROVEMENTS described in the Recital section of this AGREEMENT and as detailed above.
- E. The VILLAGE in separate documents has conveyed Parcel EO-1B-12-905 as shown on "EXHIBIT A" as a Permanent Easement to the ILLINOIS TOLLWAY. The approved appraised market value is \$47,000.00 to be credited to the VILLAGE to partially offset the cost of the VILLAGE's IMPROVEMENTS.
- F. The VILLAGE agrees that their total estimated costs for the VILLAGE IMPROVEMENTS are \$235,241.70. The VILLAGE and the ILLINOIS TOLLWAY agree that the credit for the Parcel to be used by the VILLAGE as stated above to partially offset the cost of the VILLAGE IMPROVEMENTS is \$47,000.00, leaving an estimated balance due the ILLINOIS TOLLWAY of

- \$188,241.70. The VILLAGE agrees that upon completion of the PROJECT and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, but not prior to May 1, 2018, of the total obligation for the VILLAGE's IMPROVEMENTS incurred under this AGREEMENT, based upon actual costs.
- G. It is mutually agreed by the PARTIES hereto that the estimated cost to the COUNTY for the COUNTY's IMPROVEMENT's is \$87,137.00 for construction costs, \$4,356.85 (5% of construction costs) for preliminary and design engineering, and \$8,713.70 (10% of construction costs) for construction engineering, for a total estimated cost of \$100,207.55. The estimated construction costs to the COUNTY are further detailed below:
1. LED illuminated signage at the black painted traffic signals installed by the PROJECT at the intersections of Ramp K3 (eastbound I-290 to Hamilton Lakes Drive) and Hamilton Lakes Drive, Arlington Heights Road and the eastbound frontage road, and Arlington Heights Road and the westbound frontage road/Ketter Drive - \$40,832.00.
  2. Cost differential for black painted monotubes at the toll plaza - \$46,305.00.
- H. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the requested COUNTY's IMPROVEMENTS described in the Recital section of this AGREEMENT and as detailed above. All payments and credits shall be based upon actual final costs.
- I. The COUNTY in separate documents shall convey Parcel EO-1B-12-011 to the ILLINOIS TOLLWAY. The approved appraised market value is \$445,700.00 to be credited to the COUNTY to offset the cost of the COUNTY's IMPROVEMENTS.
- J. Since the cost of the COUNTY's IMPROVEMENTS are less than the value of Parcel EO-1B-12-011, the ILLINOIS TOLLWAY shall be responsible for the costs associated with the cost differential of the black monotubes and the LED signage referenced in this AGREEMENT. The COUNTY's remaining balance shall be carried over as a credit and applied to other EOWA project agreements involving the COUNTY.
- K. The COUNTY agrees that their total estimated costs for the COUNTY IMPROVEMENTS are \$100,207.55. The COUNTY and the ILLINOIS TOLLWAY agree that the credit for the Parcel to be used by the COUNTY as stated above to offset the cost of the COUNTY IMPROVEMENTS has been diminished to \$278,632.00 due to the use of that credit in Contract I-14-4642, for COUNTY IMPROVEMENTS, leaving an estimated balance due the COUNTY of \$178,424.45. The COUNTY's remaining balance shall be carried over as a credit and applied to other EOWA project agreements involving the COUNTY.

- L. The TOWNSHIP in separate documents has conveyed Parcel EO-1B-12-907, as shown on "EXHIBIT A," to the ILLINOIS TOLLWAY via eminent domain. The preliminary and final compensation value of the parcel is \$160,000 paid directly to the TOWNSHIP.
- M. Any PARTY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.
- N. The VILLAGE shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements, VILLAGE's IMPROVEMENTS, which would have been VILLAGE responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineers estimate or subject to VILLAGE budgetary constraints. The VILLAGE shall be responsible for costs incurred for those items that would have been VILLAGE responsibility prior to providing notice for the reduction or elimination of said items.

## **VI. MAINTENANCE - DEFINITIONS**

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

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

set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.

- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY Toll Highway:
  - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over the local road.
  - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the Toll Highway.
  - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the Toll Highway.

## **VII. MAINTENANCE – RESPONSIBILITIES**

- A. The maintenance responsibilities are as shown on “EXHIBIT B” and as detailed below.
  - 1. The ILLINOIS TOLLWAY agrees to own and maintain Illinois Route 390 from Park Boulevard to Arlington Heights Road in its entirety; the retaining wall (R-224T) along eastbound Illinois Route 390 from Ramp G6 (westbound I-290 to eastbound Illinois Route 390) to Hamilton Lakes Drive, along south bound Hamilton Lakes Drive (under the structures carrying Illinois Route 390 over Hamilton Lakes Drive) and along westbound Illinois Route 390 west of Hamilton Lakes Drive; the retaining wall (R-253) along northbound Hamilton Lakes Drive (under the structures carrying Illinois Route 390 over Hamilton Lakes Drive), eastbound Illinois Route 390 from Hamilton Lakes Drive to Arlington Heights Road, and along southbound Arlington Heights Road (under the structures carrying Illinois Route 390 over Arlington Heights Road); the retaining wall (R-263) along Ramp M1 (westbound Illinois Route 390 entrance ramp from Prospect Avenue), northbound Arlington Heights Road (under the structures carrying Illinois Route 390 over Arlington Heights Road), and along Ramp M2 (eastbound Illinois Route 390 exit ramp to Prospect Avenue); the noise wall mounted to the top of the retaining wall (R-224T), mounted to the top of eastbound Illinois Route 390 bridge over Hamilton Lakes Drive, and mounted to the top of the retaining

wall (R-253) between Hamilton Lakes Drive and Nicole Way; three new detention basins located south of Illinois Route 390, south of the eastbound frontage road, and south of Ketter Drive; the Illinois Route 390 mainline and ramp lighting; and the landscaping (on ILLINOIS TOLLWAY right of way) planted behind the sight screen fence between Arlington Heights Road to Prospect Avenue.

2. The DEPARTMENT agrees to own and maintain, or cause to maintain, Ramp K3 (eastbound I-290 to Hamilton Lakes Drive); Ramp G6 (westbound I-290 to eastbound Illinois Route 390); the retaining wall (R-224) along Ramp G6; the noise wall mounted to the top of the retaining wall (R-224) along Ramp G6; the ground mounted noise wall along Ramp K4 (westbound I-290 to Hamilton Lakes Drive); the traffic signal at the Ramp K3/Hamilton Lakes Drive intersection including combination lighting; landscaping within DEPARTMENT right of way; and any work the ILLINOIS TOLLWAY is including in the PROJECT for the DEPARTMENT at their request, in their entirety.
3. The COUNTY agrees to own and maintain, or cause to maintain, the westbound frontage road from Arlington Heights Road to Prospect Avenue as depicted on EXHIBIT B; the eastbound frontage road from Arlington Heights Road to Prospect Avenue as depicted on EXHIBIT B; Prospect Avenue; the new detention basin west of Prospect Avenue; the closed drainage system along the frontage roads; the traffic signals at the Arlington Heights Road and eastbound frontage road intersection and at the Arlington Heights Road and westbound frontage road/Ketter Drive intersection including combination lighting; the black powder coating on traffic signals installed as part of the PROJECT under COUNTY maintenance and jurisdiction; the emergency vehicle pre-emption system on the traffic signals located on Arlington Heights Road; the LED illuminated signage; or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in their entirety. The COUNTY agrees to be financially responsible for future costs associated with the differential cost to maintain and/or replace the standard traffic signal equipment with black powder coated equipment for the DEPARTMENT traffic signals at Ramp K3/Hamilton Lakes Drive.

The COUNTY also agrees to be responsible for the future costs associated with the differential cost of maintaining the black monotubes installed by the ILLINOIS TOLLWAY at Plaza 324 (Park Boulevard). The ILLINOIS TOLLWAY will actually maintain the monotubes and invoice the COUNTY as needed.

4. The VILLAGE agrees to own and maintain, or cause to maintain, Clover Ridge Lane (currently Park Boulevard West), Hamilton Lakes Drive (currently Park Boulevard), the south frontage road between Hamilton Lakes Drive and Arlington Heights Road;, Arlington Heights Road, Ketter Drive, Tall Oaks Lane, Nicole Way and Millers Crossing; the parkway north of the north curb of the south

frontage road between Hamilton Lakes Drive and Arlington Heights Road extending to the eastbound Illinois Route 390 retaining wall (R-253) on ILLINOIS TOLLWAY right of way, including but not limited to lawn mowing, trimming of trees and shrubs, litter control, and graffiti removal on the retaining wall (R-253) facing the VILLAGE roadway; the new detention basin east of Arlington Heights Road and north of Parkside Avenue; the box culvert under Clover Ridge Lane; the closed separate drainage system along the local roads under VILLAGE maintenance and jurisdiction; the sidewalk in the southwest quadrant of Arlington Heights Road/south frontage road intersection along the west side of Arlington Heights Road south of the south frontage road intersection, in the northwest quadrant of Arlington Heights Road and Ketter Drive intersection, and along the southeast quadrant of Clover Ridge Lane and the eastbound frontage road; the existing water main along the south frontage road between Hamilton Lakes Drive and Arlington Heights Road; the new water main north of Illinois Route 390 from Arlington Heights Road to Prospect Avenue; the existing sanitary sewer along the south frontage road between Hamilton Lakes Drive and Arlington Heights Road; the new sanitary sewer along the west side of Arlington Heights Road; the new sanitary sewer from Arlington Heights Road to Prospect Avenue south of Illinois Route 390; the new sanitary sewer on the west side of Prospect Avenue from the eastbound frontage road through the PROJECT limits; the traffic signals at the Ramp L1 and Ketter Drive intersections including the black powder coating; the sight screen wood fencing between Parkside Avenue and Prospect Avenue; underpass lighting luminaires at Hamilton Lakes Drive and Arlington Heights Road; or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in their entirety. The VILLAGE also agrees to maintain the VILLAGE's IMPROVEMENTS, including the sidewalk along Clover Ridge Lane from Millers Crossing to the south frontage road intersection and the pedestrian ramps at signalized and non-signalized intersections; future costs incurred by the ILLINOIS TOLLWAY, subject to VILLAGE review and approval prior to expenditure, for maintaining the special form liner signage on Hamilton Lakes Drive and Arlington Heights Road bridges; the accent noise wall panels (leaf form liner); the decorative lighting along the south side of the south frontage road between Hamilton Lakes Drive and Arlington Heights Road including electrical energy costs; the new twelve inch (12") water main along the east side of Hamilton Lakes Drive; the new eight inch (8") water main connection at Parkside Avenue from Arlington Heights Road to the existing watermain along Parkside Avenue; and the cost differential that is incurred by the ILLINOIS TOLLWAY or DEPARTMENT, subject to VILLAGE review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without black coating) on DEPARTMENT and ILLINOIS TOLLWAY right of way. The VILLAGE has the option of performing routine maintenance on DEPARTMENT right of way located south of the retaining wall, noise wall, and fence adjacent to Ramp K3/K4 and north and west of Clover Ridge Lane. The VILLAGE also has the option of performing graffiti removal on the ground mounted noise wall along Ramp K4

facing away from the DEPARTMENT roadway. In the event the VILLAGE declines to perform the routine maintenance on DEPARTMENT right of way and graffiti removal on the noise wall along Ramp K4 as described herein, the DEPARTMENT shall be responsible.

The VILLAGE agrees, to the extent permitted by law, to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the maintenance of the parkway and graffiti removal on ILLINOIS TOLLWAY right of way.

5. The TOWNSHIP agrees to maintain, or cause to maintain, Parkside Avenue, and any work the ILLINOIS TOLLWAY is including in the PROJECT for the TOWNSHIP at their request, in their entirety.
- 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):

<u>Type of Bridge Structure</u>	<u>Affected Roadway</u>
Type 1	Eastbound Illinois Route 390 over Hamilton Lakes Drive
Type 1	Westbound Illinois Route 390 over Hamilton Lakes Drive
Type 1	Eastbound Illinois Route 390 over Arlington Heights Road
Type 1	Westbound Illinois Route 390 over Arlington Heights Road

1. Type 1 - ILLINOIS TOLLWAY Toll Highway over a Local Road
  - a. The VILLAGE has all maintenance responsibility as to the following:
    - i. All VILLAGE 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 which drain VILLAGE highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on VILLAGE property for the purpose of carrying exclusively Toll Highway drainage;
    - iii. All underpass lighting;

- iv. All VILLAGE traffic signals;
- b. The ILLINOIS TOLLWAY has all maintenance responsibility as to all remaining portions of the ILLINOIS TOLLWAY Toll Highway 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 ILLINOIS TOLLWAY access control fencing, and fences.
- C. Upon acceptance by the PARTIES hereto of the traffic signal work included herein, the financial responsibility for maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

<u>INTERSECTION</u>	<u>MAINTENANCE</u>	<u>ELEC. ENERGY</u>
Ramp K3 @ Hamilton Lakes Drive		
DEPARTMENT Share	25%	0%
VILLAGE Share	75%	100%
Ketter Drive @ Ramp L1		
VILLAGE Share	100%	100%
Arlington Heights Road @ Eastbound Frontage Road		
COUNTY Share	25%	0%
VILLAGE Share	75%	100%
Arlington Heights Road @ Westbound Frontage Road		
COUNTY Share	25%	0%
VILLAGE Share	75%	100%

- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way.
- E. In the event that any PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY roadway operations or required for

the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance costs, repair costs, replacement costs, removal and/or renewal costs of such items, including such costs for the maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the ILLINOIS TOLLWAY pursuant to this AGREEMENT and in accordance with the approved permit(s).

- F. Signalization and pavement markings at the interchanges, if any, will be under the control of the COUNTY, VILLAGE, and/or DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed. The PARTIES consent when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal operations to give exit ramps priority.
- G. The jurisdictional agency shall maintain the master controller in the intersection that includes the master controller and shall be responsible for 100% of the maintenance of the master controller and communication to the master controller.
- H. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the shared use paths, sidewalks, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic located at and on ILLINOIS TOLLWAY property, in its entirety.
- I. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the shared use paths sidewalks, fences, appurtenances, retaining walls, landscaping, etc.
- J. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to any VILLAGE requested enhancements located on ILLINOIS TOLLWAY property, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said signage, fencing, walls, landscaping, etc., in conjunction with the ILLINOIS TOLLWAY's proposed improvement.

## **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 the local's highways and Toll Highway facilities within the limits of this PROJECT.

- B. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within each individual PARTY's right of way pursuant to the approved plans and specifications 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 PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the respective PARTIES.
- D. The responsibilities for snow and ice removal from the roadways under jurisdiction of the respective PARTIES and for mowing and litter removal will be handled under a separate agreement between the parties.
- E. Nothing herein is intended to prevent or preclude any PARTY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- F. Attached as "EXHIBIT B" is a description and identification of the PARTIES respective maintenance responsibilities. In the event there is a conflict between the aforementioned Exhibit and the maintenance provisions contained in Section VII of this AGREEMENT, the text in Section VII shall control.
- G. The VILLAGE will be provided with a limited number of keys for the ILLINOIS TOLLWAY owned locks that will be installed on the right of way fence gates. Prior to being provided with the keys, the VILLAGE must provide contact information for VILLAGE personnel that will possess the keys. The VILLAGE further agrees that it shall notify the ILLINOIS TOLLWAY should there be changes to VILLAGE personnel that will retain the keys for access to the VILLAGE's sanitary sewer and sight screening fence. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the access, use, maintenance or reconstruction of the sanitary sewer located on ILLINOIS TOLLWAY right of way.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Transportation, the County of DuPage, the Village of Itasca, Addison Township and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the PARTIES shall obtain or retain jurisdiction of the all local roads traversed or affected by Illinois Route 390 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director/District One Engineer of the DEPARTMENT, the Director of Transportation/County Engineer of the COUNTY, the Village Engineer of the VILLAGE and the TOWNSHIP's Highway Commissioner shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between the Deputy Director/District One Engineer of the DEPARTMENT, the Director of Transportation/County Engineer of the COUNTY, the Village Engineer of the VILLAGE, the TOWNSHIP's Highway Commissioner and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to any of the PARTIES (requested work, utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for any of the individual PARTY's (requested work, utilities, facilities, roadways, etc.), the Chief Engineer of the ILLINOIS TOLLWAY and the individual PARTY's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the PARTY's (requested work, utilities, facilities, roadways, etc.), the decision of the PARTY's Engineer 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 AGREEMENT may be executed in five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

- I. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005935 and it is doing business as a governmental entity, whose mailing address is Village of Itasca, 550 West Irving Park Road, Itasca, Illinois 60143.
- J. Under penalties of perjury, the TOWNSHIP certifies that its correct Federal Tax Identification number is 36-6006173 and it is doing business as a governmental entity, whose mailing address is Addison Township Highway Department, 411 West Potter, Wood Dale, Illinois 60191..
- K. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- L. 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.
- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- N. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any of the PARTIES unless such provision is waived in writing.
- O. 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.
- P. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the DEPARTMENT:

The Illinois Department of  
Transportation  
201 W. Center Court  
Schaumburg, Illinois 60196

Attn: Deputy Director/District One  
Engineer

To the COUNTY:

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

To the VILLAGE:

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

To the TOWNSHIP:

The Addison Township Highway  
Department  
411 West Potter  
Wood Dale, Illinois 60191  
Attn: Highway Commissioner

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

(This section intentionally left blank)

DRAFT

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

**ADDISON TOWNSHIP HIGHWAY DEPARTMENT**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Donald Holod  
Highway Commissioner

Date: \_\_\_\_\_ (Please Print Name)

**THE VILLAGE OF ITASCA**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Jeff Pruyn  
Mayor

Date: \_\_\_\_\_ (Please Print Name)

**COUNTY OF DUPAGE**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Daniel J. Cronin  
Chairman, DuPage County Board  
Paul Hinds  
County Clerk

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

**THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Anthony Quigley, P.E.  
Region One Engineer

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

Elizabeth Gorman  
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

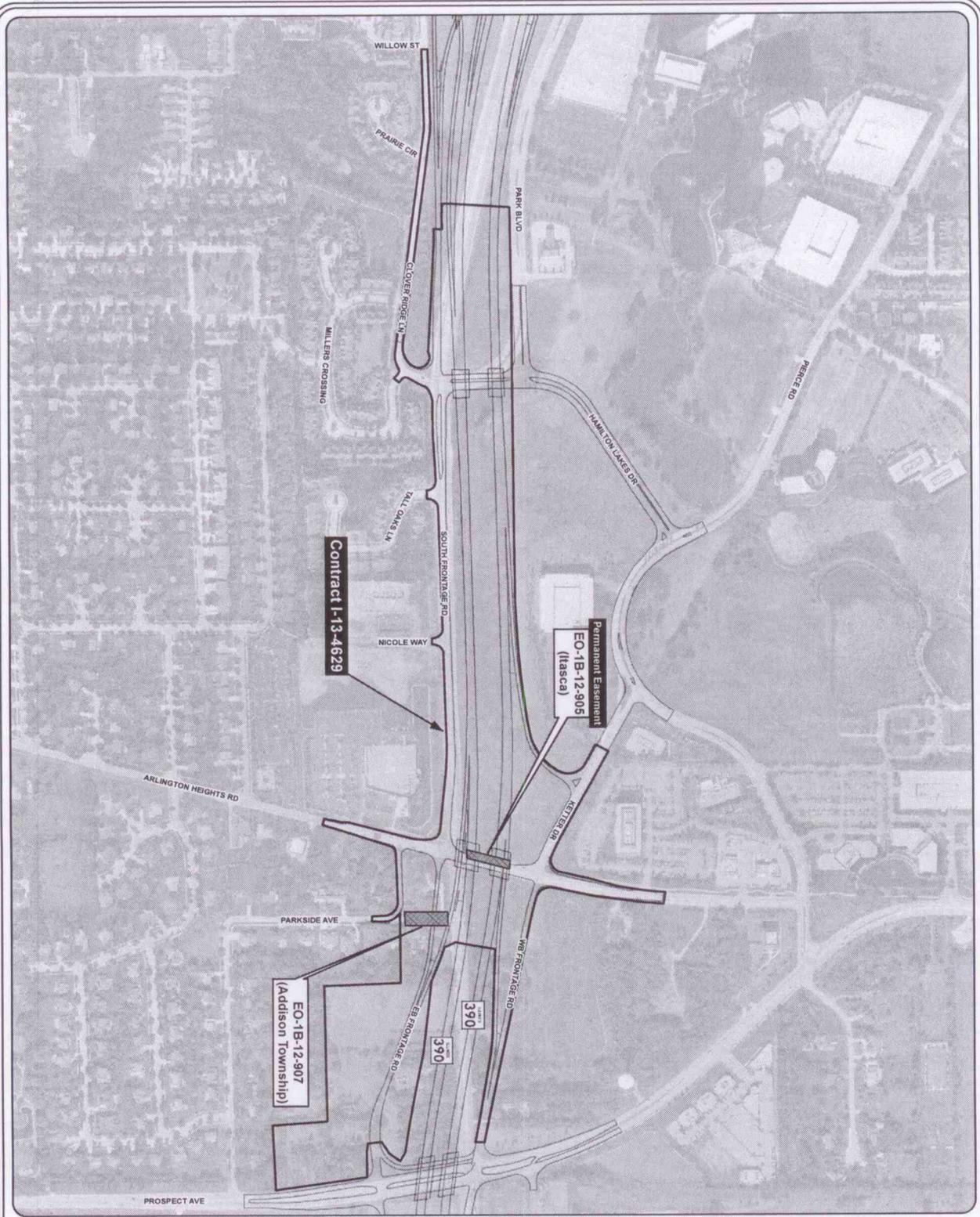
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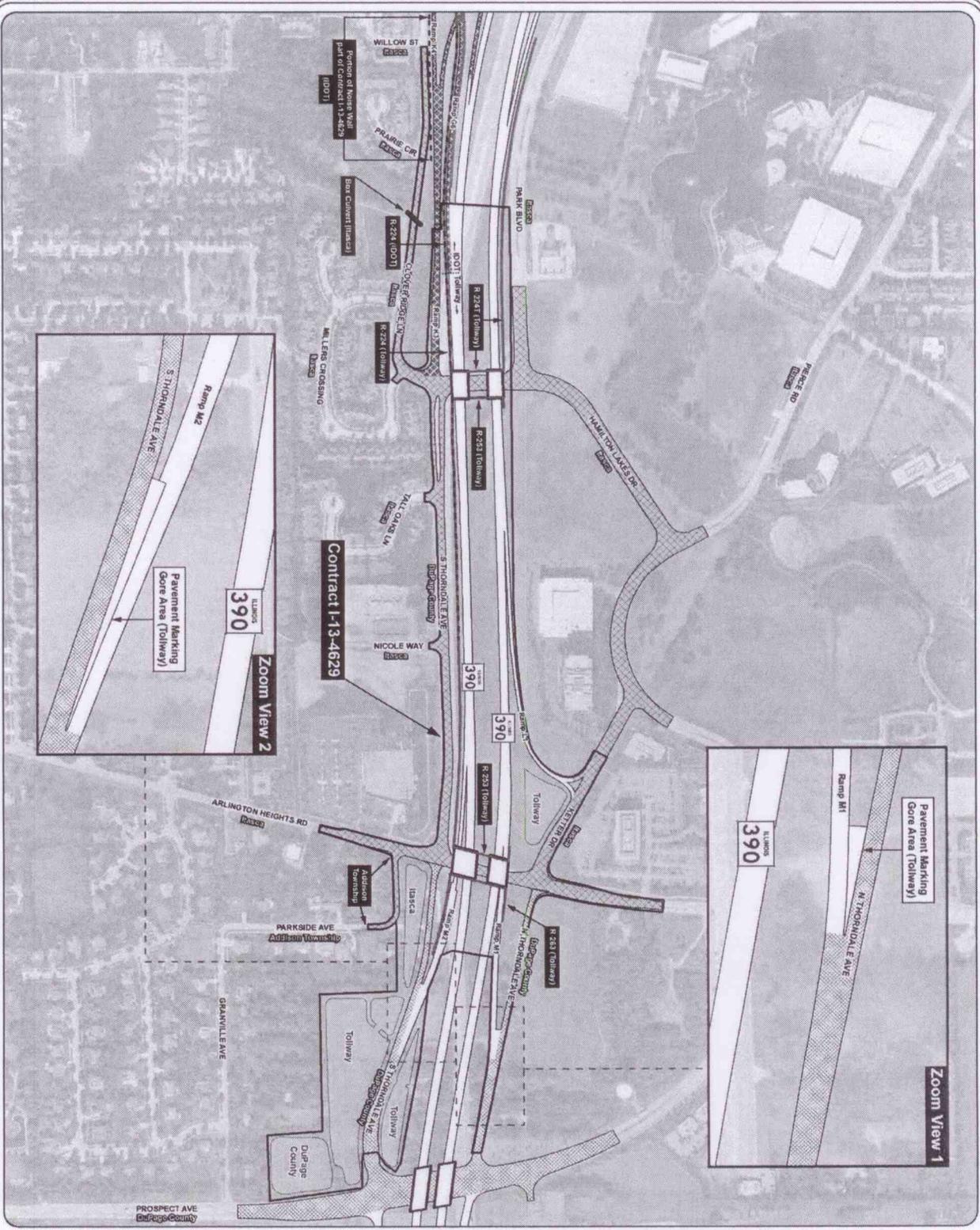
# Elgin O'Hare Western Access

**LEGEND**

- Project Improvements
- ▭ Contract I-13-4629
- ▭ Village of Itasca and Addison Township Owned Parcels

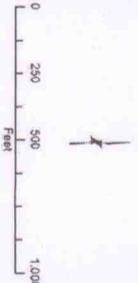


**Exhibit A**  
 Elgin O'Hare Western Access  
 Village of Itasca and Addison Township  
 Owned parcels for Contract I-13-4629



### Elgin O'Hare Western Access

LEGEND	
	Box Culvert
	Noise Wall
	Retaining Wall
	Contract I-13-4629
	Tollway Bridge
	Tollway Maintenance/Jurisdiction
	IDOT Maintenance/Jurisdiction
	DuPage County Maint./Jurisdiction
	Isasca Jurisdiction
	Proposed Detention Basin
	STREET NAME Jurisdiction



**Exhibit B**  
 Elgin O'Hare Western Access  
 Contract I-13-4629  
 Jurisdiction Map

## RESOLUTION NO. 21610

**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 DeKalb ("City") in connection with repairs and rehabilitation along the Reagan Memorial Tollway ("I-88") including Tollway Annie Glidden Road ramps and bridge over I-88 at Mile Post 91.4. The City has requested the Illinois Tollway include in its Project advance work for a future City roadway interchange widening project, subject to reimbursement by the City. The estimated cost of the advance work requested by the City is \$20,784.51. The City agrees to reimburse the Illinois Tollway for the actual cost of the advance work. The Intergovernmental Agreement further delegates maintenance responsibilities of the parties.

**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 DeKalb 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 CITY OF DEKALB**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE CITY OF DEKALB, 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 Reagan Memorial Tollway (I-88) from Illinois Route 251, Mile Post 76.1 to Annie Glidden Road, Mile Post 91.4 (hereinafter sometimes referred to as "Toll Highway"), included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Construction Contract #RR-16-4253 (hereinafter referred to as the "PROJECT"), by making the following improvements:

The improvements to the Toll Highway include: Mainline roadway resurfacing, shoulder reconstruction, mainline pavement patching as necessary; reconstruction and rehabilitation of emergency turnarounds, construction of one new emergency turnaround, construction of crash investigation sites; drainage improvements including culvert repair and underdrain installation along mainline outside shoulder; ditch grading improvements, lighting improvements, and rehabilitation of mainline and crossroad bridges.

WHEREAS, the CITY requests the ILLINOIS TOLLWAY include in its PROJECT advance work for its future roadway interchange widening project ("the CITY PROJECT"), subject to reimbursement by the CITY to the ILLINOIS TOLLWAY; and

WHEREAS, coordinating ILLINOIS TOLLWAY and CITY improvements is beneficial to the PARTIES, and to the motoring public by minimizing construction related traffic disruptions; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the CITY's request to include in its PROJECT advance work for the CITY PROJECT, subject to reimbursement by the CITY to the ILLINOIS TOLLWAY; and

WHEREAS, the ILLINOIS TOLLWAY and the CITY 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, and the CITY PROJECT, as proposed; and

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

WHEREAS, the 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.*

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 coordinate with the CITY to incorporate PROJECT preliminary and final design engineering plans with CITY PROJECT plans, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the CITY by the ILLINOIS TOLLWAY.
- C. The final approved plans and specifications for the CITY PROJECT shall be promptly delivered to the ILLINOIS TOLLWAY by the CITY.
- D. The PARTIES shall review the plans and specifications which impact each PARTY's maintained highways within twenty (20) calendar days of receipt thereof. If each PARTY does not receive comments or objections from the other PARTY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval shall mean each PARTY agrees with all specifications in the plans, including alignment and location of the PROJECT and CITY PROJECT improvements. In the event of disapproval, each PARTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the other PARTY.

- E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, DeKalb County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

## **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.
- B. 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 CITY agrees to provide the ILLINOIS TOLLWAY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing ILLINOIS TOLLWAY rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the CITY shall identify adjustments to the aforementioned existing utilities.
- B. The CITY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.

- C. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the CITY, the ILLINOIS TOLLWAY agrees to cooperate with the CITY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the CITY. The CITY agrees to reimburse the ILLINOIS TOLLWAY for any and all costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids for the PROJECT, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. The CITY shall advertise and receive bids for the CITY PROJECT, award the contract(s), provide construction engineering inspections and cause the CITY PROJECT to be constructed in accordance with the CITY PROJECT plans and specifications.
- C. After award of the PROJECT and CITY PROJECT construction contract(s), any proposed deviations from the plans and specifications that affect the PROJECT or the CITY PROJECT shall be submitted to the ILLINOIS TOLLWAY for approval prior to commencing such work. The ILLINOIS TOLLWAY 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 ILLINOIS TOLLWAY shall detail in writing its specific objections. If the CITY receives no written response from the ILLINOIS TOLLWAY within fifteen (15) calendar days after delivery to the ILLINOIS TOLLWAY of the proposed deviation, the proposed deviation shall be deemed approved by the ILLINOIS TOLLWAY.
- D. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY, the CITY shall provide no less than five (5) calendar days written notice to the ILLINOIS TOLLWAY prior to the CITY commencement of work on the CITY PROJECT.
- E. The CITY 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 CITY or the CITY PROJECT. The ILLINOIS TOLLWAY 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 CITY PROJECT that affects the ILLINOIS TOLLWAY. The CITY shall assign personnel to perform inspections on behalf of the CITY of all work included in the PROJECT that affects the ILLINOIS TOLLWAY'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.

- F. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to the CITY upon completion of 70% and 100% of all PROJECT construction to be subsequently maintained by the CITY, and the CITY shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. If the CITY 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 the CITY. At the request of the CITY, 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 CITY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within seven (7) 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 CITY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- H. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the PROJECT 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. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the CITY as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that the estimated cost to the CITY for work related to the PROJECT at the Annie Glidden Road and Fairview Drive

intersection is \$18,895.01 for construction costs, \$1,889.50 (10% of construction costs) for construction engineering for a total agreed upon cost of \$20,784.51. ("Exhibit A")

- C. The CITY agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the CITY will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and upon receipt of an invoice will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT. In the event that the total CITY obligations exceed 150% of the estimated CITY costs as specified in this AGREEMENT, said excess costs greater than 150% shall be cause for an Amendment prior to payment of said excess costs.

## **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 CITY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the CITY.
- 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.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain the I-88 Toll Highway in its entirety, all of the Annie Glidden Road interchange and bridge over I-88, and Annie Glidden Road south of its intersection with Fairview Drive, including the improvements by CITY PROJECT when completed.
- B. The CITY agrees, consistent with the balance of this Section VII, to continue to maintain, or cause to maintain the portions of the intersection of Annie Glidden Road and Fairview Drive currently maintained by the CITY including the east leg of the intersection in its entirety, the north leg of the intersection to the City corporate limits (approximately 70 feet north of the centerline of Fairview Drive), the west leg of the intersection to the City corporate limits (approximately 90 feet west of the centerline of Annie Glidden Road) and the south leg of the intersection to the southerly ROW of Fairview Drive (approximately 33 feet south of the centerline of Fairview Drive). The DeKalb Road District shall be responsible for the north leg of the intersection outside the corporate limits of the City as generally described herein and the west leg of the intersection outside the corporate limits of the City as generally described herein. The Illinois State Toll Highway Authority has responsibility for the south leg of the intersection outside the corporate limits of the City as generally described herein.
- C. 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 Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves).
  - 3. Any intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.

- 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

### **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 the herein-specified CITY highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the CITY shall continue to maintain all portions of the PROJECT within the CITY'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 CITY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the CITY, 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. Nothing herein is intended to prevent or preclude the CITY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future.

### **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the City of DeKalb 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-88, the Annie Glidden Road interchange with, and bridge over I-88, and Annie Glidden Road south of its intersection with Fairview Drive at station 116+70.10. The CITY shall retain jurisdiction of the portions of the intersection of Annie Glidden Road and Fairview Drive including the east leg of the intersection in its entirety, the north leg of the intersection to the City corporate limits (approximately 70 feet north of the centerline of Fairview Drive), the west leg of the intersection to the City corporate limits (approximately 90 feet west of the centerline of Annie Glidden Road) and the

south leg of the intersection to the southerly ROW of Fairview Drive (approximately 33 feet south of the centerline of Fairview Drive). The DeKalb Road District shall retain jurisdiction for the north leg of the intersection outside the corporate limits of the City as generally described herein and the west leg of the intersection outside the corporate limits of the City as generally described herein. The Illinois State Toll Highway Authority has jurisdiction for the south leg of the intersection outside the corporate limits of the City as generally described herein. . 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 CITY 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 CITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the CITY's Director of Public Works shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief 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.



Illinois Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.

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

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

**THE CITY OF DEKALB**

By: \_\_\_\_\_  
Jerry Smith  
Mayor

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

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

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Elizabeth Gorman  
Executive Director

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

Approved as to Form and Constitutionality

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

Annie Glidden Cost Estimate - Exhibit A  
IGA City of DeKalb

PAY ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	CHANGE	NEW QUANTITY	BID	TOTAL
20200100	EARTH EXCAVATION	CU YD	104,275	243	104,518	\$34.09	\$8,283.87
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	1,720	6	1,726	\$2.00	\$12.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	5,160	18	5,178	\$2.00	\$36.00
44000156	HMA SURF REM 1 3/4	SQ YD	123,589	-430	123,159	\$2.11	(\$907.30)
550B0120	STORM SEWERS CLASS B, TYPE 1 24"	FT	25	5	30	\$71.60	\$358.00
J1211110	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	1,420	170	1,590	\$11.80	\$2,006.00
J1211124	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	250,380	965	251,345	\$3.53	\$3,407.63
J1251005	EROSION CONTROL BLANKET, SHORT-TERM	SQ YD	306,078	965	307,043	\$0.73	\$704.69
J1406107	ASPHALT TACK COAT	POUND	398,576	-213	398,363	\$1.25	(\$266.06)
J1406510	WARM-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	5,321	-42	5,279	\$64.98	(\$2,738.26)
J1501040	SLOPED HEADWALL REMOVAL	EACH	373	1	374	\$43.99	\$43.99
J1680135	SLOPED HEADWALL TYPE III, 24", 1:4	EACH	0	1	1	\$6,525.30	\$6,525.30
J1781000	RAISED PAVEMENT LANE MARKER	EACH	3,253	7	3,260	\$27.99	\$195.93
JS250220	SEEDING, CLASS 2E	ACRE	58	0	58	\$2,092.45	\$0.00
JT780300	MULTI-POLYMER PAVEMENT MARKING - LINE 4"	FT	328,812	2	328,814	\$0.42	\$0.84
JT780310	MULTI-POLYMER PAVEMENT MARKING - LINE 6"	FT	85,975	345	86,320	\$0.65	\$224.25
JT780320	MULTI-POLYMER PAVEMENT MARKING - LINE 10"	FT	38,256	-298	37,958	\$1.40	(\$417.20)
JT780355	MULTI-POLYMER PAVEMENT MARKING - SYMBOLS (LARGE)	SQFT	316	74	390	\$9.00	\$666.00
JT780JA1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 5" GROOVE	FT	323,924	2	323,926	\$0.30	\$0.60
JT780JC1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 7" GROOVE	FT	85,514	345	85,859	\$0.40	\$138.00
JT780JE1	GROOVING FOR RECESSED PAVEMENT MARKING LINES, 11" GROOVE	FT	38,256	-298	37,958	\$1.40	(\$417.20)
X0322463	CONNECTION TO EXISTING SEWER	EACH	19	1	20	\$274.93	\$274.93
X7030005	TEMPORARY PAVEMENT MARKING REMOVAL	FT	173,574	3,052	176,626	\$0.25	\$763.00

Subtotal \$18,895.01  
Construction Engineering 10% \$1,889.50  
Total \$20,784.51

## RESOLUTION NO. 21611

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the United States Army Corps of Engineers (“USACE”) to provide funding to supplement USACE staffing for expedited reviews of multiple Tollway permit applications impacting “waters of the United States”. The funded employee will also participate in design standards and construction specification reviews, provide comment regarding project and mitigation alternatives, participate in design milestone/plan review and preconstruction meetings, and perform compliance inspections during and after project construction. The term of the funding is four (4) years at a cost not to exceed \$200,000 per year, for a total estimated cost of \$800,000 for the initial term.

**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 United States Army Corps of Engineers 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

**MEMORANDUM OF AGREEMENT  
BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, AND UNITED STATES ARMY  
CORPS OF ENGINEERS, FOR THE INTERAGENCY FUNDING OF A REVIEW POSITION**

WHEREAS, this Memorandum of Agreement (AGREEMENT) is between the Illinois State Toll Highway Authority (TOLLWAY), and the Chicago District of the United States Army Corps of Engineers (USACE) (hereinafter referred to individually as "PARTY", and collectively as the "PARTIES"); and

WHEREAS, Section 214 of the Water Resources Development Act (WRDA) of 2000, as amended (codified at 33 U.S.C. §2352), provides that the Secretary of the Army (SECRETARY), after public notice, may accept and expend funds contributed by a non-Federal public entity to expedite the evaluation of a permit application of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army (DA); and

WHEREAS, the TOLLWAY has programmed a substantial number of transportation projects that will require authorizations from the USACE for impacts to "waters of the United States" pursuant to Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act; and

WHEREAS, the TOLLWAY desires that the USACE provide an expedited review of TOLLWAY DA permit applications, proposed mitigation banks and sites, and permitted projects (hereinafter, collectively, "TOLLWAY PROJECTS"); and

WHEREAS, the PARTIES have determined that it would be mutually beneficial to supplement USACE staffing above existing levels; and

WHEREAS, the Chicago District Commander has determined that expenditure of funds received from the TOLLWAY will be in compliance with WRDA Section 214, as amended, and a public notice dated \_\_\_\_\_, 2018 was issued regarding the District Engineer's intent to accept expend funds contributed by non-Federal public entities for the purposes described above; and

WHEREAS, the TOLLWAY has determined USACE involvement in the environmental analysis of proposed transportation projects undertaken by the TOLLWAY or its sub-recipients to be in the public interest; and

WHEREAS, the PARTIES have determined that supplemental USACE staff dedicated to the review of TOLLWAY PROJECTS will reduce the customary time for reviews required under the statutory responsibility of USACE; and

WHEREAS, the TOLLWAY agrees to fund supplemental USACE staff dedicated to work on TOLLWAY PROJECTS; and

NOW THEREFORE, the PARTIES agree as follows:

## I. DEFINITIONS

A. "TOLLWAY PROJECTS" means TOLLWAY Department of the Army permit applications and associated actions, proposed mitigation banks and sites, and permitted projects.

B. "FUNDED EMPLOYEE" means an USACE employee whose employment is completely funded by the TOLLWAY and whose responsibilities are dedicated to the review of TOLLWAY PROJECTS.

## II. TOLLWAY RESPONSIBILITIES

### A. RESOURCES

1. Provide a payment to USACE for the costs to support one staff member dedicated to the review of TOLLWAY PROJECTS as contemplated by this AGREEMENT. The TOLLWAY shall obtain funds to cover one (1) full-time employee. The cost of funding to USACE shall include all fully burdened salary-related costs assessed by USACE. The total funds needed for these services would not exceed \$200,000.00 annually. Prior to each subsequent budget cycle, the TOLLWAY will review USACE cost proposals for future budget cycles. Annual budgets submitted by USACE will reflect the costs of appropriate salary step-increases, salary awards, and salary cost of living allowances within the employee's pay grade under the General Schedule (GS) pay scale, and administrative cost adjustments.

Allowable costs include but are not limited to the following:

- a. Salary and benefits (including paid Federal holidays) for one (1) permanent, full-time FUNDED EMPLOYEE for the length of this AGREEMENT;
- b. Actual burdened overhead rate carried by the Chicago District, including Effective Rate, Departmental Rate, General and Administrative Rate, Training and Travel and other items as appropriate;
- c. Credit hours and any necessary compensatory and overtime labor compensation;
- d. Cost of a leased USACE fleet vehicle, POV or rental car for field inspections.

### B. PAYMENTS

1. The TOLLWAY shall adhere to its obligations as set forth in the AGREEMENT and will make an annual payment to the USACE for expenses associated with FUNDED EMPLOYEE. Payment will be made within 45 days of receiving an invoice from USACE.
2. Upon execution of this AGREEMENT, transmit an advance payment equal to the remaining amount of the approved FY2018 budget to support the services provided in this AGREEMENT.
3. Upon receipt of future budget estimates, the TOLLWAY shall within 90 days transmit an advance payment to cover budgeted expenditures for one year's program support.
4. The TOLLWAY will review quarterly USACE submittals documenting actual account of expenditures for the items as listed above in support of work contemplated.

5. If the TOLLWAY disagrees with the USACE's Quarterly Project and Expenditures Report, the TOLLWAY will, within twenty (20) working days of receipt of the Report, request a meeting, confer, and collaborate to resolve the account of expenditures.

6. If the USACE forecasts that its actual costs will exceed the amount of funds available, it shall promptly notify the TOLLWAY of the amount of additional funds necessary. The TOLLWAY shall either provide the additional funds to USACE, require that the scope of work be limited to that which can be paid for by the ~~previously obligated~~ funds, or direct the termination of this AGREEMENT pursuant to paragraph V.C. of this AGREEMENT. If TOLLWAY elects to provide additional funds to USACE, USACE shall promptly send an invoice for the required amount to the TOLLWAY. The TOLLWAY shall make payments via electronic funds transfer within forty-five (45) days of receipt of such invoices.

Deleted: then-available

### III. USACE RESPONSIBILITIES

#### A. RESOURCES

1. Employee will be hired using U.S. Government, Army, and USACE hiring and employment laws and rules, will supplement its Regulatory Branch staff by hiring one employee, at the GS-12 level, with the knowledge, skills and abilities described in Attachment A. Employee will be dedicated to the review of TOLLWAY PROJECTS under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.
2. Ensure that the work time of the FUNDED EMPLOYEE is dedicated exclusively to TOLLWAY PROJECT identified in accordance with the defined coordination procedures or other activities as outlined in this AGREEMENT, as well as any permit compliance work associated with permitted TOLLWAY PROJECTS and any attendant required training and general personnel responsibilities.
3. The FUNDED EMPLOYEE will be physically located in the Chicago District Office, unless, by mutual agreement of all PARTIES, it is determined that delivery functions would be served more efficiently by other physical duty locations.

### IV. JOINT TOLWAY AND USACE RESPONSIBILITIES

#### A. DUTIES

1. The TOLLWAY shall request and hold meetings with USACE to discuss projects, establish priorities and evaluate work performed under the AGREEMENT. This may include:
  - a. Design milestone/plan review meetings at concept (30%), preliminary (60%) and pre-final (95%) stages of plan development, as deemed necessary, for assessing USACE jurisdiction within project scope of work;
  - b. Pre-application meetings with USACE for each project, as deemed necessary, for application review and to benefit project delivery;
  - c. Quarterly project scheduling meetings, or more frequently if deemed necessary, with USACE to discuss project priorities, pending applications, and anticipated submittals;

- d. Annual Leadership meetings, or more frequently, and if deemed necessary, evaluate the timeliness of work performed under this AGREEMENT during the previous period. USACE performance goals as defined in paragraph 111.F of this AGREEMENT will be reviewed and evaluated; and
  - e. Other meetings, as necessary, to provide information on TOLLWAY PROJECTS, including corridor plans, location studies, transportation area wide studies, and other transportation planning studies in order to identify USACE concerns and comments, and improve project planning.
- 2. The TOLLWAY shall provide reasonable access to TOLLWAY working-level staff and its consultants in an effort to minimize the need for formal meetings.
- 3. The Tollway acknowledges that a full-time FUNDED EMPLOYEE under this AGREEMENT will be required to attend USACE staff meetings and to complete USACE mandated training, and that these and similar work-related items are provided for and reimbursable under this AGREEMENT.
- 4. The Tollway shall provide USACE with pertinent project information for timely application review, including mapping, National Environmental Policy Act (NEPA) documentation, mitigation plans, documentation satisfying Section 106 of the National Historic Preservation Act (Section 106), documentation satisfying Section 7 of the Endangered Species Act (Section 7), or other appropriate information, as necessary and required.
- 5. The Tollway shall identify internal training on transportation planning, transportation plan understanding, transportation project development process, project scheduling, transportation engineering and other program support activities as may be beneficial to the FUNDED EMPLOYEE in the execution of their work on Tollway permit applications. Opportunities to attend such training shall be communicated to USACE.
- 6. Examples of tasks which all PARTIES agree to within the expected job duties of the FUNDED EMPLOYEE include, but are not limited to:
  - a. Provide timely review and response on all formal correspondence including but not limited to; jurisdictional determinations, Letter of No Objection Requests and permit applications submitted by the TOLLWAY;
  - b. Support process improvements to increase the efficiency of review of TOLLWAY permit applications and decision-making;
  - c. Participate in TOLLWAY design standards and construction specification review to provide comments on alternatives for updating TOLLWAY standards and specifications necessary to satisfy Least Environmentally Damaging Practicable Alternative requirements;
  - d. Provide comments regarding project and mitigation alternatives and the screening of alternatives according to USACE regulations, including Least Environmentally Damaging Practicable Alternative requirements;
  - e. Participate in design milestone/plan review and preconstruction meetings;
  - f. Perform compliance inspections during and after project construction;
  - g. Participate in transportation project interagency scoping meetings;

- h. Assisting in the development of programmatic agreements/consultation pursuant to the Clean Water Act to facilitate permit determinations;
- i. Representing the USACE at various transportation planning, design and construction forums in effort to educate the transportation industry on USACE protocols relating to the permitting process; and
- j. Perform other related tasks as defined and agreed to by The Tollway and USACE.

7. The FUNDED EMPLOYEE shall be responsible for addressing the requirements for the review of all on-going and future work associated with TOLLWAY mitigation sites. The position shall have responsibilities regarding each of these following activities:

- a. Newly proposed mitigation sites will be reviewed in a timely fashion and in accordance with USACE processes and procedures; and
- b. Monitoring reports shall be reviewed in a timely manner to allow the TOLLWAY to make site changes or alterations, as deemed necessary. Site inspections shall be conducted to confirm compliance with all approved mitigation plans and reports. Where feasible, and in light of project priorities established during coordination meetings, project reviews shall be scheduled to identify any changes or alterations before the start of the next growing season.

## B. COORDINATION

1. FUNDED EMPLOYEE will participate in meetings including, but not limited to:
  - a. Design milestone/plan review meetings (30%, 60% and 95%)
  - b. Pre-application meetings;
  - c. Pre-construction meetings;
  - d. Quarterly project scheduling meetings, or more frequently if deemed necessary;
  - e. Transportation industry forums, including but not limited to; American Council of Engineering Companies, American Society of Civil Engineers and Illinois Road and Transportation Builders Association
2. USACE leadership shall attend annual leadership meetings with the TOLLWAY to evaluate work performed under this AGREEMENT during the previous period; and
3. The FUNDED EMPLOYEE shall alert TOLLWAY staff to changes to statutes, regulations and guidance during the term of this AGREEMENT that may affect Section 10 and Section 404 permit reviews.

## C. TRAINING

1. The FUNDED EMPLOYEE shall be provided an opportunity to attend required USACE training and TOLLWAY recommended training as necessary to provide the transportation project review services described under this AGREEMENT.

2. The FUNDED EMPLOYEE will provide training to TOLLWAY staff and consultants on the USACE Permit Process.

#### D. PERFORMANCE GOALS USACE

Performance goals are indicators of performance pertaining to achievement of the goals of this AGREEMENT. Performance measure results can be used to determine the effectiveness of the AGREEMENT, which will help all PARTIES to understand, manage, and allow for modification of the AGREEMENT, as necessary. Detailed performance measures are described below.

##### 1. Individual Permits and Letter of Permission Actions

- a. Within 30 days of receipt of a submitted application, the USACE will complete the initial technical review of impacts to "waters of the U.S.," provide written comments regarding deficiencies or concerns, and determine the potential method of application review.
- b. Within 30 days of notification of the additional information necessary to complete the application, the TOLLWAY will submit the requested information or the application will be withdrawn. Within 10 days of receipt of additional information, USACE shall determine whether the application is complete for processing or identify any additional information that may be required to supplement the information provided.
- c. If the application is being reviewed as an Individual Permit: The Public Notice (PN) will be prepared within 15 days of receipt of a complete application and published immediately thereafter. Following the close of the Public Notice comment period, all comments received will be forwarded to the TOLLWAY within 5 days. Following receipt of any information from the TOLLWAY to address the issues identified during the PN comment period and any other information that may be necessary to complete the review of the application including alternatives analysis, and an appropriate mitigation plan, USACE will render a decision.
- d. For a non-controversial application that does not require submittal of additional information by the TOLLWAY following the public comment period, it is the objective that the decision will be made within 60 days of publication of the PN or within 30 days following issuance of the 401 Water Quality Certification, whichever is later.
- e. For a non-controversial application that does require submittal of additional information by the TOLLWAY following the public comment period, it is the objective that the decision will be made within 80 days of USACE's receipt of that information from the TOLLWAY.
- f. No definitive timelines can be specified for controversial applications or disagreement. However, USACE will keep the Tollway fully informed regarding the pending issues and requirements of the law including elevation procedures by the USFWS or the USEPA in accordance with the 1992 Memorandum of Agreement Part IV, Section 404(q) of the CWA, when the discharge will result in a substantial and unacceptable adverse effect to aquatic resources of national importance.

##### 2. Regional Permits

- a. Within 15 days of receipt of a submitted application, the USACE will complete the initial technical review of impacts to "waters of the U.S.," and provide written comments regarding deficiencies or concerns or provide a written statement that the application is complete.

- b. Within 30 days of notification of the additional information necessary to complete the application, the TOLLWAY will submit the requested information or the application will be withdrawn.
  - c. If the application requires notification to the agencies in accordance with Regional General Conditions or Agency Coordination as described in the Regional Permit Program. The 10 day notification to the agencies and/or 30 day notification to State Historic Preservation office or Tribes and will be sent within 10 days of receipt of the information necessary to complete the application in accordance with the NWP conditions. The agencies may request an additional 15 days. Following completion of the notification period and provided USACE is satisfied that all appropriate determinations and concurrences regarding Endangered Species and Historic Properties have been issued; USACE will render a decision within 30 days.
3. Results for performance goals, either positive or negative should be considered as opportunities to examine the processes that generated them, to capitalize on successes and identify ways to implement this AGREEMENT more effectively. Quantitative results for any particular measure are likely to require careful analysis before drawing firm conclusions, as they may be influenced by a complex mix of the TOLLWAY, USACE and other actions and circumstances.
4. Examples of tasks which all PARTIES agree are within the expected job duties of the FUNDED EMPLOYEE include, but are not limited to:
- a. Provide timely review on permit applications submitted by TOLLWAY.
  - b. Support process improvements to increase the efficiency of review of TOLLWAY permit applications and decision-making.
  - c. Provide comments on assessment of project alternatives necessary to satisfy Least Environmentally Damaging Practicable Alternative requirements.
  - d. Provide comments regarding project and mitigation alternatives and the screening of alternatives according to USACE regulations.
  - e. Participate in transportation project interagency scoping meetings.
5. The FUNDED EMPLOYEE shall be responsible for addressing the requirements for the review of all on-going and future work associated with TOLLWAY mitigation sites. The position shall have responsibility regarding these activities. Newly proposed mitigation sites will be reviewed in a timely fashion and in accordance with USACE processes and procedures. Monitoring reports shall be reviewed in a timely manner to allow the TOLLWAY to make site changes or alterations, as deemed necessary. Where feasible in light of project priorities established during coordination meetings, reviews shall be scheduled to identify any changes or alterations before the start of the next growing season.

## **V. IMPARTIAL DECISION MAKING**

Impartial Decision-Making. It is understood and agreed that in order to ensure that the acceptance and expenditure of funds will not impact impartial decision making with respect to permit review and final permit decision, either substantially or procedurally, the USACE will comply with the following standards, as mandated by Headquarters, USACE.

- A. The review will comply with all applicable laws and regulations.
- B. Any procedures or decisions that would otherwise be required for a specific type of project or permit under consideration cannot be eliminated; however, process improvements that are developed can be shared in order for all members of the regulated public to benefit.
- C. In cases where funds provided to the USACE by the TOLLWAY are used, all final permit decisions and decision documents including reporting nationwide and general permit verifications, will be reviewed and approved in writing by at least one level above the decision maker, unless the decision maker is the District Commander. The one-level-above review must be a position that is not partially or fully funded by the same funding entity.
- D. All jurisdictional determinations (preliminary or approved) made on projects where funds are used will have documentation that a non-funded Regulator conducted a review of the determination.
- E. All final permit decisions, including all reporting nationwide and general permit verifications, made for projects where these funds are used will be made available and updated monthly on the HQUSACE ORM2 public portal.
- F. Funds will not be used for enforcement activities.

## **VI. GENERAL TERMS**

- A. Length of AGREEMENT. This term of this AGREEMENT is July 1, 2018 through June 30, 2022, unless extended or terminated as provided in paragraphs V.B. or V.C. below.
- B. Supplement, Modification and Extension. This AGREEMENT may be modified, amended, or extended by the mutual agreement of the signatory PARTIES. This AGREEMENT may be renewed on two-year cycles to update the budget and other provisions as appropriate.
- C. Termination. This AGREEMENT may be terminated by the TOLLWAY or USACE upon six (6) months written notice to the POCs of the other PARTY if the PARTY requesting termination has determined that the other PARTY has not substantially fulfilled the responsibilities and terms of the AGREEMENT after being provided with notice and ninety (90) days to remedy an alleged breach of this AGREEMENT, if any. The TOLLWAY or USACE may terminate this AGREEMENT for any reason. The PARTY wishing to terminate shall provide written notice to the other PARTY indicating the intent to terminate the AGREEMENT six (6) months from the date of receipt of the written notice, unless both PARTIES agree to an alternate date.
- D. Severability. If any provision of this AGREEMENT, or the application thereof to any person or circumstance, is found to be invalid or unenforceable, the remainder of the provisions in this AGREEMENT, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid or unenforceable, as the case may be, will remain valid and binding and will not be affected thereby.
- E. Excess Funds. In the event of termination, all funds that have not yet been obligated by USACE as of the effective date of termination shall be refunded to TOLLWAY within sixty (60) days after that date.

USACE may offset the funds necessary for the actual costs of termination as described below against the excess funds. Neither party shall incur any new obligations for the terminated portion of the AGREEMENT after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. In the event of termination of this AGREEMENT, USACE shall conduct a final accounting. USACE shall be paid for all actual expenses of employing, and reviewing the TOLLWAY's permit applications. If additional funds are necessary, USACE shall be entitled to compensation for work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of the TOLLWAY. The TOLLWAY shall not be liable for any further claims. Should USACE be unable to complete the provision of this AGREEMENT for any reason, all monies provided by the TOLLWAY which prove to be cancelable obligations or unallowable shall be refunded to the TOLLWAY. USACE agrees to indemnify, defend, and hold harmless the TOLLWAY, its officers, directors, employees, and agents, in the event litigation is brought by the FUNDED EMPLOYEE against the TOLLWAY or its agents for wrongful termination, employment discrimination, or similar actions in connection with this AGREEMENT.

F. By signature below, the TOLLWAY certifies that the individuals listed in this AGREEMENT as representatives of the TOLLWAY are authorized to act in their respective areas for matters related to this AGREEMENT. All PARTIES acknowledge that any person executing this AGREEMENT in a representative capacity hereby represents that he or she has been duly authorized by his or her principal to execute this AGREEMENT on such principal's behalf.

G. Points of Contact/Project Managers. The title of the current point of contact for each signatory agency is listed below.

TOLLWAY  
Bryan Wagner  
Environmental Policy and Program Manager  
Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515

USACE  
Keith L. Wozniak  
Chief, Regulatory Branch  
U.S. Army Corps of Engineers Chicago District  
231 South LaSalle Street  
Chicago, Illinois 60604

H. During the performance of this AGREEMENT, the USACE agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their age, race, color, religion, sex, or national origin.

Deleted: PARTIES

I. All contracts to be developed and awarded pursuant to this AGREEMENT shall at all times conform to the applicable Federal and state laws, rules, regulations, orders and approvals, including procedures and requirements relating to labor standards, equal employment opportunity non-

discrimination, compliance with the Americans with Disabilities Act, anti-solicitation, information, auditing and reporting requirements.

J. This AGREEMENT and any disputes or claims arising out of this AGREEMENT shall be governed by the laws of the United States and venue shall lie in the district courts of the Northern District of Illinois.

K. Continuation of Existing Responsibilities

1. The PARTIES to this AGREEMENT are acting in an independent capacity in the performance of their respective legally authorized functions under this AGREEMENT, and none of the PARTIES' employees are to be considered the officer, agent, or employee of another party, to include the FUNDED EMPLOYEE to be hired by USACE to support priority review of TOLLWAY construction projects.

2. This AGREEMENT shall not abrogate any obligations or duties to comply with the regulations promulgated under the 1973 (Federal) Endangered Species Act, as amended; the 1958 (Federal) Fish and Wildlife Coordination Act, as amended; the National Environmental Policy Act of 1969; the (Federal) Clean Water Act of 1977, as amended; or any other Federal statute or implementing regulations.

L. USACE shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by USACE for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records, required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the TOLLWAY Inspector General, State of Illinois internal auditors, or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.

M. USACE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General (OIG) of the TOLLWAY has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. USACE will fully cooperate in any OIG investigation or review and shall not bill the TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

N. Nothing in this AGREEMENT is intended to create a joint employer relationship among the TOLLWAY, USACE, and the FUNDED EMPLOYEE. USACE shall exclusively direct the work of the FUNDED EMPLOYEE.

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**VII. SIGNATURES**

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Elizabeth Gorman  
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

**U.S. ARMY CORPS OF ENGINEERS-Chicago District**

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

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

RESOLUTION NO. 21612

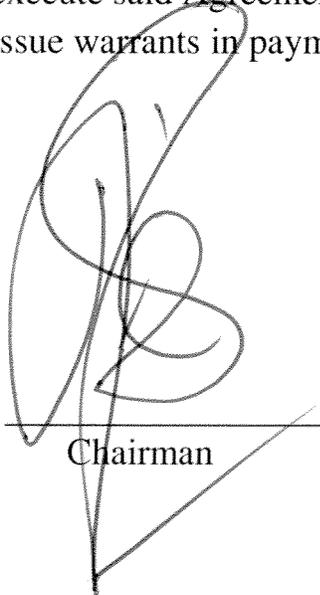
**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into a Collective Bargaining Agreement with the Service Employees International Union (“SEIU”), Local 73, effective January 1, 2018 through June 30, 2019.

**Resolution**

The Chief of Administration and the Acting General Counsel are authorized to finalize a Collective Bargaining Agreement between the Illinois State Toll Highway Authority and SEIU, Local 73, in accordance with the terms and conditions presented to the Board. 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