

RESOLUTION NO. 21802
AMENDING RESOLUTION NO. 21730

Background

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of The Illinois State Toll Highway Authority (“Tollway”) requires the Tollway to provide, to the extent reasonably obtainable and or otherwise described in the Indenture, property insurance coverage on the facilities of the Tollway System that are of an insurable nature and to provide use and occupancy insurance covering loss of revenues by reason of interruptions in the use of facilities of the Tollway System.

On March 21, 2019 the Board approved Resolution No. 21730 with RSUI Indemnity Company and Chubb Insurance Group through Mesirow Insurance Services Inc., to provide property insurance coverage for the period of April 1, 2019 to March 31, 2020 for a combined annual premium of \$1,182,001.00, subject to adjustments for additional facilities or changes in replacement cost.

It is in the best interest of the Tollway to amend Resolution No. 21730 to add additional Terrorism Limit policy coverage of \$100,000,000.00 with Hiscox Insurance Company Inc. through Mesirow Insurance Services Inc. for an additional cost of \$12,429.00 increasing the total combined annual premium from \$1,182,001.00 to \$1,194,430.00.

The Consulting Engineers have certified to the Tollway that the amounts of said coverages are in accordance with the requirements of the Indenture.

Resolution

Resolution No. 21730 is hereby amended by adding additional Terrorism Limit policy coverage of \$100,000,000.00 with Hiscox Insurance Company Inc. through Mesirow Insurance Services Inc. for an additional cost of \$12,429.00

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AMENDING RESOLUTION NO. 21730

Resolution – Continued

increasing the total combined annual premium from \$1,182,001.00 to \$1,194,430.00.

The Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Krang
Chairman

RESOLUTION NO. 21803
AMENDING RESOLUTION NO. 21705

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to continue to provide health insurance, including health management organization (“HMO”) and preferred provider organization (“PPO”) medical, dental and optical benefits coverage for Tollway employees.

On December 21, 2018 the Board approved Resolution No. 21705 with Health Care Service Corporation, a Mutual Legal Reserve Company (operating through its Blue Cross and Blue Shield of Illinois division) for the 2019-2020 plan year. This current contract (Contract 09-0138) expires on February 29, 2020.

To comply with the Teamsters Collective Bargaining Agreement, Resolution No. 21705 needs to be amended to provide coverage to Tollway employees who are members of Teamsters Local 700. It is in the best interest of the Tollway to provide such coverage by modifying the stop-loss coverage.

Resolution

Resolution No. 21705 is hereby amended to authorize modification of the stop-loss coverage for the Tollway PPO and HMO plans as necessitated by the Teamsters Collective Bargaining Agreement and to provide necessary coverage required by the addition of Tollway employees who are members of Teamsters Local 700 to the Tollway program.

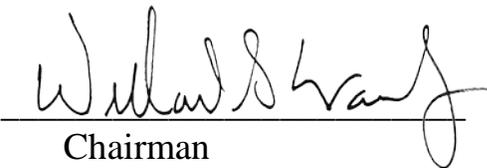
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RESOLUTION NO. 21803
AMENDING RESOLUTION NO. 21705

Resolution – Continued

The Chairman or the Executive Director is authorized to execute said agreements, and the Chief Financial Officer is authorized to issue warrants from time to time in payment for the contracted services as well as payments that may arise under the Affordable Care Act in connection with the Tollway's health plans.

Approved by: 
Chairman

RESOLUTION NO. 21804

Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Insurance Brokerage Services (Contract No. 18-0055) from Mesirow Insurance Services Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to amend the contract and increase the upper limit of compensation of said contract by an amount not to exceed \$140,000.00 for the purchase of additional Insurance Brokerage Services.

This contract provides a continued source for broker/consulting services relating to the Tollway’s Employee Benefits Program, including soliciting proposals from carriers as well as consulting and advising on the results.

Resolution

The amendment and associated increase to the upper limit of compensation of Contract No. 18-0055 for the purchase of additional Insurance Brokerage Services through Mesirow Insurance Services, Inc. is approved in an amount not to exceed \$140,000.00 (increase from \$168,000.00 to \$308,000.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William Skragg
Chairman

RESOLUTION NO. 21805

Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Image Review Services from Bridgeway, Inc., a State Use Vendor. Pursuant to the Tollway’s State Use Request No. 16-0018, which has been evaluated and approved by the State Use Committee, the Tollway has determined that it is in its best interest to exercise the renewal option and increase the upper limit of compensation of said contract, pursuant to the terms and conditions of the contract, by an amount not to exceed \$20,000,000.00 for the purchase of additional Image Review Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 16-0018 for the purchase of additional Image Review Services from Bridgeway, Inc. is approved in an amount not to exceed \$20,000,000.00 (increase from \$20,000,000.00 to \$40,000,000.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

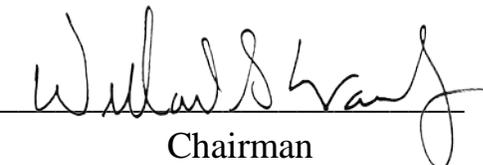
RESOLUTION NO. 21806

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Snowplow Trucks through the Central Management Services (“CMS”) master contract with Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield) (Tollway Contract No. 19-0063) for an upper limit of compensation not to exceed \$4,459,007.62. These goods and/or services are being obtained pursuant to 44 Ill.Admn.Code 1.1040.

Resolution

The utilization of the CMS master contract for the purchase of Snowplow Trucks from Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield) is approved in an amount not to exceed \$4,459,007.62. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

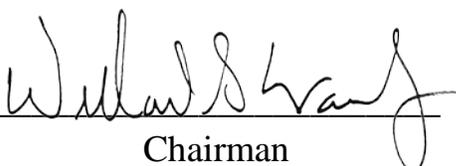
RESOLUTION NO. 21807

Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Red Hat Software Maintenance and Support (Contract No. 17-0202) from National Tek Services, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$605,225.00 for the purchase of additional Red Hat Software Maintenance and Support.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 17-0202 for the purchase of additional Red Hat Software Maintenance and Support to National Tek Services, Inc. is approved in an amount not to exceed \$605,225.00 (increase from \$626,800.00 to \$1,232,025.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 21808

Background

The Illinois State Toll Highway Authority (“Tollway”) has an existing contract for the purchase of Technical Assistance for Developing Businesses (Contract No. 16-0031) from Chicago Minority Supplier Development Council, Inc., Griggs Mitchell & Alma of IL, LLC (d.b.a. GMA Construction Group), HACIA Scholarship and Education Foundation, The Mexican American Chamber of Commerce of Illinois, Inc. (d.b.a. The Illinois Hispanic Chamber of Commerce, Inc.), Illinois State Black Chamber of Commerce, Inc., Inner-City Underwriting Agency, Inc. and Prairie State College. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contracts, to renew the contracts and increase the upper limit of compensation of said contracts by an aggregate amount not to exceed \$1,766,497.25 for the purchase of additional Technical Assistance for Developing Businesses.

Resolution

The renewal and associated increase to the upper limit of compensation of Contract No. 16-0031 for the purchase of additional Technical Assistance for Developing Businesses from Chicago Minority Supplier Development Council, Inc., Griggs Mitchell & Alma of IL, LLC (d.b.a. GMA Construction Group), HACIA Scholarship and Education Foundation, The Mexican American Chamber of Commerce of Illinois, Inc. (d.b.a. The Illinois Hispanic Chamber of Commerce, Inc.), Illinois State Black Chamber of Commerce, Inc., Inner-City Underwriting Agency, Inc. and Prairie State College is approved in an aggregate amount not to exceed \$1,766,497.25 (increase from \$4,010,994.00 to \$5,777,491.25). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

RESOLUTION NO. 21809

Background

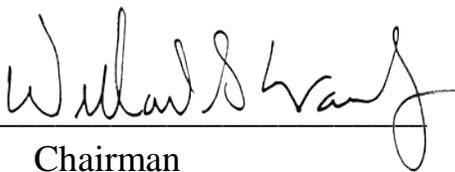
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-4450 for South Tri-State Miscellaneous Repairs and Bridge Removal, on the Tri-State Tollway (I-294), Mile Post 3.2 (Center Avenue) to Mile Post 14.7 (North of 115th Street). The lowest responsive and responsible bidder on Contract No. RR-19-4450 is Lorig Construction Company in the amount of \$844,102.00.

Resolution

Contract No. RR-19-4450 is awarded to Lorig Construction Company in the amount of \$844,102.00, 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 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. 21810

Background

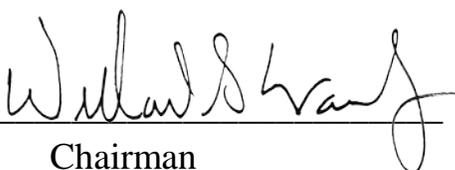
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-18-9212 for Cooling Tower and Chiller Replacement at the Central Administration Building, on the Veterans Memorial Tollway (I-355) at Mile Post 19.80. The lowest responsive and responsible bidder on Contract No. RR-18-9212 is Oak Brook Mechanical Services, Inc. in the amount of \$1,789,000.00.

Resolution

Contract No. RR-18-9212 is awarded to Oak Brook Mechanical Services, Inc. in the amount of \$1,789,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: 
Chairman

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Background

Resolution

Approved by: _____
Chairman

RESOLUTION NO. 21811

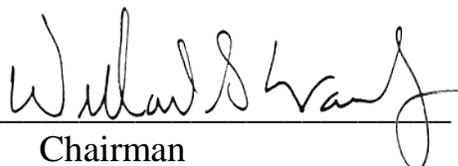
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21626 approved July 26, 2018, entered into an Agreement with Wood Environment & Infrastructure Solutions, Inc. (formerly AMEC Foster Wheeler Environment & Infrastructure, Inc.) on Contract RR-18-4379 for Design Services, on the Reagan Memorial Tollway (I-88) from Mile Post 117.8 (Aurora Toll Plaza) to Mile Post 123.4 (IL 59).

Per Tollway request, Wood Environment & Infrastructure Solutions, Inc. submitted a proposal to provide Supplemental Design Services for Contract RR-18-4379, increasing the contract upper limit by \$220,000.00, from \$3,000,000.00 to \$3,220,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Wood Environment & Infrastructure Solutions, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Wood Environment & Infrastructure Solutions, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$220,000.00, subject to the approval of the 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. 21812

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21360 approved September 28, 2017, entered into an Agreement with Strand Associates, Inc. on Contract I-17-4297 for Design Services, on the Tri-State Tollway (I-294) from Mile Post 22.3 (75th Street) to Mile Post 24.1 (I-55 Ramps).

Per Tollway request, Strand Associates, Inc. submitted a proposal to provide Supplemental Design Services for Contract I-17-4297, increasing the contract upper limit by \$708,500.00, from \$10,100,000.00 to \$10,808,500.00.

It is necessary and in the best interest of the Tollway to accept the proposal from Strand Associates, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Strand Associates, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$708,500.00, subject to the approval of the 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: William S. Kravitz
Chairman

RESOLUTION NO. 21813

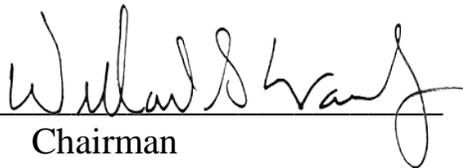
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21570 approved May 24, 2018, entered into an Agreement with Apex Consulting Engineers, LLC on Contract RR-17-4314 for Construction Management, on the Tri-State Tollway (I-294) from Mile Post 40.0 (Balmoral Avenue) to Mile Post 52.9 (Lake-Cook Road).

Per Tollway request, Apex Consulting Engineers, LLC submitted a proposal to provide Supplemental Construction Management Services for Contract RR-17-4314, increasing the contract upper limit by \$407,573.00, from \$1,662,049.24 to \$2,069,622.24. It is necessary and in the best interest of the Tollway to accept the proposal from Apex Consulting Engineers, LLC.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Apex Consulting Engineers, LLC consistent with the aforementioned proposal to increase the contract upper limit by \$407,573.00, subject to the approval of the 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. 21814

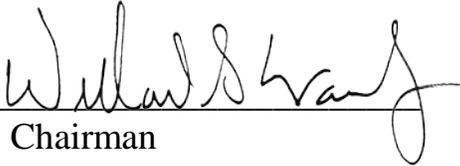
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20887 approved November 19, 2015, entered into an Agreement with Globetrotters Engineering Corporation on Contract I-15-4241 for Construction Management, Systemwide.

Per Tollway request, Globetrotters Engineering Corporation submitted a proposal to provide Supplemental Construction Management Services for Contract I-15-4241, increasing the contract upper limit by \$281,060.64, from \$4,500,000.00 to \$4,781,060.64. It is necessary and in the best interest of the Tollway to accept the proposal from Globetrotters Engineering Corporation.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Globetrotters Engineering Corporation consistent with the aforementioned proposal to increase the contract upper limit by \$281,060.64, subject to the approval of the 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. 21815

Background

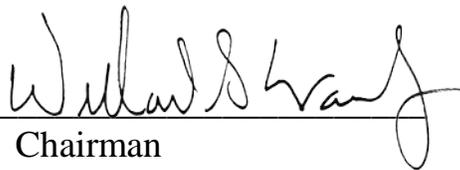
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21046 approved May 26, 2016, entered into an Agreement with Accurate Group, Inc. on Contract RR-16-4251 for Construction Management Services, Systemwide.

Per Tollway request, Accurate Group, Inc. submitted a proposal to provide Supplemental Construction Management Services for Contract RR-16-4251, increasing the contract upper limit by \$339,000.00, from \$3,000,000.00 to \$3,339,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Accurate Group, Inc.

Resolution

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Accurate Group, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$339,000.00, subject to the approval of the 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. 21816

Background

The Illinois State Toll Highway Authority (“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, LLC 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, in the amount of \$1,094,582.50, provides for additional quantities of earth excavation, which is required to complete the work and has been reviewed and recommended for approval in accordance with the Tollway’s Board approved C5 process.

Resolution

The Change Order in the amount of \$1,094,582.50, 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: William S. Kravitz
Chairman

RESOLUTION NO. 21817

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Village of Western Springs (“Village”). The Tollway is working in partnership with the Village to address matters related to the rehabilitation and reconstruction of the Central Tri-State and BNSF Railway Bridge over I-294 (“Project”). As part of the Project, the Tollway is addressing impacts to the Village and conducting water well monitoring. The tollway will be reimbursing the Village an estimated \$30,000.00, not to exceed \$100,000.00, for the cost of said water well monitoring.

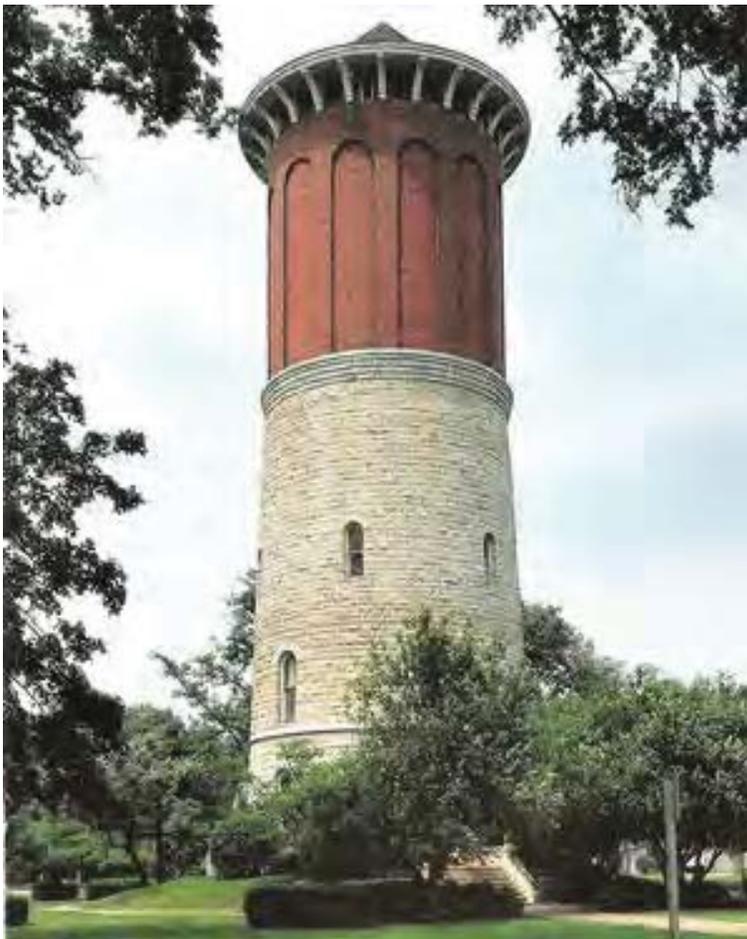
Resolution

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

Approved by: William S. Kravitz
Chairman



**Village of Western Springs Water Supply
Modified Groundwater Protection Needs Assessment
for the
Proposed BSNF Rail I-294 Bridge Reconstruction**



**By: V3 Companies, Ltd
&
Wang Engineering**

For: The Illinois Tollway



March 2019

Image: Western Springs Historical Society

This file represents a summary of the 166 page Exhibit J to IGA #004430-3

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Table 2 Water Well Summary Table

Table 3 Geologic Properties Summary

APPENDICES

Appendix A BNSF Proposed Cross Sections – Railroad (Stations 102+00 to 106+00)

Appendix B ISGS Well Logs (3-Mile Radius)

Appendix C Western Springs Well #1, #3, #4

C.1 Well Logs

C.2 Well Maintenance Info

Appendix D Well #4 Photographic Documentation

Appendix E Western Springs Water System Information

1.0 EXECUTIVE SUMMARY

The portion of the Illinois State Toll Highway Authority I-294 (Illinois Tollway) that is just west of certain Village of Western Springs (Western Springs) assets will be improved in the near future. The proposed improvements include reconstruction of a retaining wall along the east side of the BNSF rail bridge crossing I-294, which will occur within the minimum setback distance of 200 feet (minimum setback zone) for Western Springs' community **Well #4**.

The Village of Western Springs requested that the Toll Authority complete a Groundwater Protection Needs Assessment (GPNA) to provide a comprehensive evaluation of the groundwater protection measures necessary in order to assure the supply of potable water is not susceptible to contamination. The discussions herein are provided in response to the Village's request by providing a GPNA focused on the planned BNSF bridge reconstruction.

For purposes of assessing potential impacts from retaining wall construction activities, the area of focus is generally limited to the west/southwest direction from **Well #4**, while the broader Study Area is best defined as a 1000 feet radius around **Well #4**. It is important to note that the scope of a GPNA focuses on the risk of contamination to the groundwater and water infrastructure. While any potential physical or security risk from nearby construction and development are outside of the typical scope of a GPNA, some related commentary is provided. However, recommendations for typical and appropriate monitoring measures during construction (i.e., during the driving of piles and similar activities) should be obtained from others.

Western Springs' municipal drinking water is sourced completely from groundwater wells. **Wells #1, #3, and #4** are managed by the Village. The range of Western Springs' water consumption is approximately 1.2-2.8 MGD. Groundwater is pumped from **Well #3** and **Well #4**, treated and/or stored in a reservoir prior to pumping into the Village water tower and to the consumer. In general, well system reconditioning is done about every 10-15 years. The reconditioning typically involves the well pipe, inspection and reconditioning of the pump well and motor, and inspection of the well shaft.

Well #4 was originally drilled to an approximate depth of 1910 feet. The hole was cased to a depth of approximately 839 feet, and was open to and drawing water from the Ironton-Galesville and Mt. Simon sandstones. In 1991, the bottom of the well was filled in to approximately 1482 feet to block off the Mt. Simon, leaving it open only to the Ironton-Galesville (Baxter & Woodman, 2018). Consequently, the primary aquifer of interest for this modified GPNA is the Ironton-Galesville.

The geologic and hydrogeologic review and evaluations provided herein indicate that the Ironton-Galesville is separated from overlying shallow bedrock units and the unconsolidated glacial deposits by a series of confining units, most notably:

- Wedron Group / Wadsworth Formation – clayey diamicton (glacial till) in excess of 25 feet thick in the area immediately surrounding **Well #4**;
- Maquoketa Group – mostly impermeable shales in excess of 100 feet thick in the area of **Well #4**.

The lower confining unit separating the Ironton-Galesville from the saline Mt. Simon is the:

- Eau Claire Formation – predominantly impermeable shales, dolomite, and dolomitic limestone in the upper and middle portions of the formation often in excess 300 feet in thickness.

Further, **Well #4** is cemented and cased with 20" diameter blank casing to 839 feet in depth (**Figure 20**), leaving the well drawing water from only the Ironton-Galesville aquifer.

As a consequence of the aforementioned presence of aquitards and well construction, **Well #4** and aquifer of primary interest are not considered vulnerable or typically susceptible to downward migration of the contaminants from near surface sources of contaminates.

Aquifer impact risks posed by the BNSF bridge reconstruction project are minimal. The aquifer of interest, the Ironton-Galesville, is a deep bedrock system located greater than 1000 feet in depth, isolated by confining units. The depth of construction is typically limited to 15 feet or less below grade, which would occur within an aquitard (Wedron Group clays). Further, the anticipated construction activities do not represent primary or secondary potential sources of contamination. Consequently, the greatest construction risks include compromising the integrity of the well head and well bore seal/casing and/or physical damage to the related water infrastructure, including the transmission main.

While some temporary storage of petroleum products and chemicals may occur during construction, the location and conduct of these more sensitive activities can be managed through spill plans and best management practices.

The anticipated BNSF bridge reconstruction activities are not unusual or particularly intrusive in their nature or compromising in their proximity to sensitive infrastructure (**Section 6.3**). While beyond the scope of a GPNA, V3 understands the Village of Western Springs expressed concerns with nearby construction activities as a potential, physical risk to the well and its operation. Although these activities do not impact the ground water quality, precautions will be taken, as appropriate, including vibration and settlement monitoring during construction and will be prepared and reviewed with The Village outside of this report. (**Section 7.0**).

The results of this GPNA suggest the existing minimum well setback zone of 200' provides adequate protection for Western Springs community **Well #4**. The BNSF bridge reconstruction project includes construction elements that occur within the 200' setback. However, these activities are of temporary duration and do not represent regulated contamination sources.

RESOLUTION NO. 21818

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Village of Rosemont (“Village”). The Village requests that the Tollway add repairs to the Balmoral Avenue bridge over I-294, which are the responsibility of the Village, to the Tollway’s Central Tri-State (I-294) rehabilitation and reconstruction project, subject to reimbursement by the Village. The estimated cost of the Village requested maintenance work is \$14,800.00. The Village agrees to reimburse the Tollway for the actual cost of the work the Tollway performs on the Village’s behalf.

Resolution

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

Approved by: William S. Kravitz
Chairman

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2019, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF ROSEMONT, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve Tri-State Tollway (I-294) from the O'Hare Oasis to north of Balmoral Avenue (hereinafter sometimes referred to as "Toll Highway"), and included in ILLINOIS TOLLWAY construction contract including but not limited to Contract I-18-4427 (hereinafter referred to as the "PROJECT") by making the following improvements:

Pavement removal, pavement patching and overlay, pavement widening, bridge widening, bridge repairs and deck overlays, bridge aesthetic improvements, shoulder removal and replacement, median removal and replacement, construction of a new Collector-Distributor Roadway parallel to the southbound mainline, construction of new retaining walls and noise abatement walls, removal and replacement of the triple box culvert conveying Sister Stream, culvert extensions, guardrail removal, fence removal, earth excavation, embankment and grading, removal of existing drainage structures and pipes, temporary and permanent drainage improvements, improvements to ITS infrastructure, I-294 mainline temporary lighting and permanent lighting improvements, soil erosion and sediment control, temporary barrier wall installation and relocations, maintenance of traffic, utility protection, placement of temporary and permanent pavement markings, signing improvements, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is performing bridge repairs for the structure carrying Balmoral Avenue over I-294 (Bridge Number 363), including substructure repairs to abutments and median pier, bridge fence replacement adjacent to each walkway on Balmoral Avenue (both North and South side of the bridge), clean and stain existing concrete surfaces of the abutments, wingwalls, pier, outside fascia girders and outside face of parapet; and

WHEREAS, the maintenance responsibilities for Balmoral Avenue Bridge over I-294, are shared and defined in an Intergovernmental Agreement by and between the

ILLINOIS TOLLWAY and the VILLAGE, fully executed April 8, 2011 (“EXHIBIT A” attached hereto); and

WHEREAS, pursuant to the terms of the April 8, 2011 Intergovernmental Agreement, the VILLAGE maintains all local right of way and local highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs and approach slabs and approach embankments outside access control fences, the bridge deck, all lighting except underpass, local signals and signs, any facilities designed for traffic other than motor vehicles, and all drainage facilities exclusively local drainage; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT the Balmoral Bridge deck concrete crack sealing, partial depth repairs of the deck and approach slabs, and incidental repair of deck and curb spalls as indicated in “EXHIBIT B” attached hereto; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to include deck concrete crack sealing, partial depth repairs of the deck and approach slabs and incidental repair of deck and curb spalls as part of its PROJECT subject to reimbursement by the VILLAGE; and

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

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

WHEREAS, the VILLAGE by virtue of its powers as a home rule unit of government and 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, 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

herein stipulated.

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- C. The VILLAGE shall review the plans and specifications which impact the VILLAGE's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's maintained highways. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the 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, North Cook County Soil and Water Conservation District, Cook County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, Federal Aviation Administration, 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. The PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. The acquisition or 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 ILLINOIS TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE.
- D. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, and on proposed VILLAGE rights of way where improvements to VILLAGE highways are proposed by the VILLAGE to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- E. At all locations where utilities are located on VILLAGE rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE 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 VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the VILLAGE prior to commencement of work on the PROJECT.
- D. The ILLINOIS TOLLWAY shall require its contractor(s) working within the VILLAGE's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April of 2016, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- E. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's system. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief 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 VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving

notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the 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 VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE 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 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, and construction engineering costs. The ILLINOIS TOLLWAY agrees to pay all PROJECT related construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the PROJECT is \$14,800.00 for construction costs to be reimbursed to the TOLLWAY as provided below. It is further agreed that the ILLINOIS TOLLWAY agrees to pay all PROJECT related preliminary and design engineering costs, construction engineering costs, maintenance of traffic costs, mobilization costs, and all remaining construction costs.
- C. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested PROJECT work described in the Recital section of this AGREEMENT.
- D. The VILLAGE agrees that upon completion of the contract for the VILLAGE's requested PROJECT work and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY in a lump sum an amount equal to 100% of its obligation incurred under this AGREEMENT based on final costs.

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

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to Balmoral Avenue over the ILLINOIS TOLLWAY right-of-way.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - D. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - E. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 - F. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 - G. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.

- H. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- I. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- J. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- K. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- L. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- M. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- N. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- O. There are three types of bridge structures that intersect the ILLINOIS TOLLWAY

rights of way:

- a. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
- b. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
- c. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-294 Toll Highway in its entirety, and the VILLAGE shall retain jurisdiction and maintenance responsibilities for Balmoral Avenue at its crossing of I-294 as specified herein. The PARTIES’ maintenance responsibilities are further detailed in EXHIBIT A.
- B. The VILLAGE agrees to maintain, or cause to maintain, the Balmoral Avenue Bridge (BN 363) deck, including the concrete deck, wearing surface, pedestrian walkways, deck parapets, deck appurtenances built to separate the directions of vehicular traffic from each other or to separate the vehicular traffic from pedestrian traffic, lighting, signage attached to the deck, and any fences attached to the deck (or parapets), or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following type(s) as described in Section VI above and involve the following roadway(s):

<u>Type of Bridge Structure</u>	<u>Affected Roadway</u>
Type 3	Balmoral Avenue

- D. The VILLAGE has all maintenance responsibility as to the following:
 - 1. All VILLAGE right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes, and signs contiguous to the VILLAGE highway pavement connecting the VILLAGE highway roadway pavement with ILLINOIS TOLLWAY ramps;
 - 2. All grassed areas and embankments along VILLAGE highway roadway,

- outside fences installed to protect the Toll Highway;
3. All guardrails on the VILLAGE right of way and highway roadway;
 4. All drainage facilities on VILLAGE highways, except for drainage structures under Toll Highway ramps;
 5. All traffic signals on the VILLAGE highway and at the intersections between the VILLAGE highway and the ramps to and from the Toll Highway;
 6. The following portions of the grade elevation structure:
 - a) The wearing surface;
 - b) The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, and railings except as set forth below as being the responsibility of the ILLINOIS TOLLWAY;
 - c) Drainage facilities above structural beams and girders;
 7. To the extent not addressed in other intergovernmental agreements to which the VILLAGE is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 8. All lighting except underpass on the VILLAGE right of way and on areas of the intersection outside fences installed to protect the Toll Highway.
- E. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the VILLAGE as set forth herein, including but not limited to the following:
1. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 2. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 3. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 4. All underpass lighting;
 5. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:

6. At diamond interchanges, or where ramps are signalized, the ILLINOIS TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the VILLAGE highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the VILLAGE's through traffic lanes;
 7. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the VILLAGE as set forth above;
 8. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
 9. Sound walls installed by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY right of way or for the benefit of the ILLINOIS TOLLWAY and its patrons.
- F. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);
- G. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the VILLAGE will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the VILLAGE.
- H. In the event the VILLAGE must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the VILLAGE, shall assist in the coordination of any required lane closures on the Toll Highway to perform such maintenance work.

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

VIII. ADDITIONAL MAINTENANCE PROVISIONS

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

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Rosemont and the Illinois State Toll Highway Authority.

- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of the Toll Highway. The VILLAGE shall retain jurisdiction of Balmoral Avenue which traverses or is affected by the Toll Highway except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the 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 VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications 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. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's requested work to repair the Balmoral Bridge deck, or a dispute concerning the plans and specifications for the VILLAGE's requested work to repair the Balmoral Bridge deck, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's requested work to repair the Balmoral Bridge deck, the decision of the VILLAGE'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 two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6009134 and it is doing business as a governmental entity, whose mailing address is The Village of Rosemont, 9501 West Devon Avenue, Rosemont, Illinois 60018.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- N. The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES 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 Illinois Tollway Inspector General, State of Illinois internal auditors, the VILLAGE's auditor, or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.
- O. The VILLAGE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS 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.

- 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 Engineering Officer

To the VILLAGE:

The Village of Rosemont
9501 West Devon Avenue
Rosemont, Illinois 60018
Attn: Village Engineer

- Q. 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 VILLAGE OF ROSEMONT

By: _____
Bradley Stephens
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

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 8th day of April AD, 20 , by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY", and THE VILLAGE OF ROSEMONT, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the TOLLWAY and the VILLAGE in order to facilitate the free flow of traffic and ensure safety to the motoring public in and about the VILLAGE, are desirous of improving the Tri-State Tollway (I-294) (hereinafter sometimes referred to as "Toll Highway"), at Balmoral Avenue and included in TOLLWAY Contract I-06-5213 by making the following improvements (hereinafter referred to as the "PROJECT"):

A new northbound I-294 exit-ramp shall be constructed at Balmoral Avenue to provide access to commercial developments within the VILLAGE corporate limits and alleviate congestion to the northbound access to the Des Plaines River Road exit from I-294, and to provide an important component of the regional I-190 advance work. The new exit ramp construction will also include a toll plaza and lighting. The existing southbound entrance ramp will be widened and reconstructed. The Balmoral Avenue Bridge over I-294 will be widened approximately 12.6 feet to the north to add an additional left turn lane to the southbound I-294 on-ramp. Balmoral Avenue will be widened and reconstructed from North Pearl Street to River Road, including the removal and replacement of curb and gutter, removal and replacement of sidewalks, extension or construction of storm sewer laterals, installation of retaining walls, relocation of existing highway lighting, installation of new traffic signals on Balmoral Avenue at the intersections with North Pearl Street, the exit ramp from northbound I-294, and at Otto Avenue, and modernization of the traffic signals on Balmoral Avenue at the intersections with the entrance ramp to southbound I-294 and at River Road, along with an interconnection system. A portion of the existing northbound I-294 noise abatement wall will be replaced. Any other work necessary to complete the PROJECT in accordance with the approved plans and specifications as presented on November 16, 2009 in the Project Development Report: Balmoral Avenue at Interstate 294, Section No. 07-00028-00-PV, Village of Rosemont, Cook County, September 2009 as revised August 20, 2010, incorporated herein by reference, and represented by the Project Location Strip Map (Exhibit A) as attached and as amended pursuant to this AGREEMENT shall also be part of the PROJECT; and

WHEREAS, the above-described PROJECT includes improvements to the TOLLWAY system, namely, the entrance and exit ramps connecting Balmoral Road to the Tri-State Tollway ("TOLLWAY Improvements") and improvements to the VILLAGE's road system, namely, the improvements to Balmoral Road at and about the exit ramps ("VILLAGE Improvements"); and

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

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

WHEREAS, the VILLAGE by virtue of its powers as a Home Rule municipality under the Illinois Constitution and by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 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.

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

I. ENGINEERING

- A. The TOLLWAY agrees, at its own expense, to perform preliminary and final design engineering and prepare the final plans and specifications for the PROJECT.
- B. The VILLAGE shall review the plans and specifications which impact the VILLAGE's maintained highways within thirty (30) calendar days of receipt thereof. After review, the VILLAGE will send a letter to the TOLLWAY indicating its approval, or its disapproval. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's maintained highways. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the TOLLWAY. Notwithstanding, any disapproval by the VILLAGE, the TOLLWAY after considering the VILLAGE's objections shall proceed as the Chief Engineer of the TOLLWAY deems appropriate.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.

- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE by the TOLLWAY. The VILLAGE shall not change the final approved plans and specifications without the TOLLWAY's prior written approval. Any dispute concerning changes to the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The VILLAGE agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Office of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, Federal Aviation Administration, 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 VILLAGE, at its own expense, shall perform all pre-construction survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the design and construction of the PROJECT and the preparation of the plans and specifications. Survey work required during the construction phase of the PROJECT shall be included as part of PROJECT Costs.
- B. The VILLAGE, at its own expense, shall acquire all necessary rights of way not already owned by the TOLLWAY (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications.
- C. Right of way acquired exclusively for construction of the I-294 northbound exit ramp or for other improvements to be maintained by the TOLLWAY (if needed), shall be acquired by the VILLAGE, and shall be transferred by the VILLAGE along with all improvements erected thereon pursuant to this AGREEMENT to the TOLLWAY free and clear of any encumbrances at no cost to the TOLLWAY.
- D. Parcel plats and legal descriptions for property required for TOLLWAY facilities shall conform to the TOLLWAY format.
- E. It is understood that neither the VILLAGE nor the TOLLWAY has consented in this AGREEMENT to the transfer of any interest in the VILLAGE's or the TOLLWAY's property or rights of way which the VILLAGE or the TOLLWAY deems necessary for the maintenance and operation of their respective highway systems.

- F. Right of way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way.

III. UTILITY RELOCATION

- A. The TOLLWAY agrees to provide the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to TOLLWAY facilities where they cross VILLAGE highway rights of way; and 2) to VILLAGE facilities improved as part of the PROJECT.
- C. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, and on proposed VILLAGE rights of way where improvements to VILLAGE highways are to be done in conjunction with the PROJECT.
- D. The TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing TOLLWAY rights of way, and on proposed TOLLWAY rights of way which are outside areas of VILLAGE jurisdiction, where improvements to TOLLWAY facilities are proposed to be done as part of the PROJECT.
- E. At all locations where utilities are located on VILLAGE rights of way and must be adjusted due to work proposed by the PROJECT, the VILLAGE agrees to cooperate with the TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s).
- F. At all locations where utilities are located on TOLLWAY rights of way and must be adjusted due to work proposed by the PROJECT, the TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE's utilities are located on TOLLWAY rights of way and must be adjusted due to work proposed by the PROJECT, the VILLAGE agrees to obtain from the TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein.
- G. In the event that the work on the PROJECT results in a conflict with the TOLLWAY's fiber optic cable system, all costs to locate, mark, design, protect,

adjust and/or relocate the system shall be included as part of the PROJECT Costs. The TOLLWAY agrees to submit complete cost estimates for any fiber optic cable relocation work that is required for the PROJECT at the time it submits final plans and specifications to the VILLAGE pursuant to Section II.A.

- H. At all locations where the TOLLWAY's infrastructure (e.g., remote traffic microwave sensors, message signs, weather stations, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the VILLAGE, all costs required to adjust the location or configuration of such infrastructure shall be included as part of the PROJECT Costs.

IV. CONSTRUCTION

- A. The VILLAGE shall advertise and receive bids pursuant to an open, competitive bidding process in which the lowest responsive and responsible bidder(s) will receive the contract award(s). The VILLAGE shall require that its contractor(s) and subcontractors of any tier shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of the contract(s).
- B. The VILLAGE shall establish a goal for participation by disadvantaged, minority and women-owned business enterprises ("DBE/MBE/WBEs") on all contracts let by the VILLAGE in conjunction with the PROJECT. The VILLAGE's representatives shall consult with the TOLLWAY for the establishment of the goals, which goals shall be consistent with TOLLWAY studies and the TOLLWAY's experience letting contracts for roadway projects within the PROJECT area.
- C. Before awarding a construction-related contract relating to the PROJECT the VILLAGE shall obtain the TOLLWAY's written approval. Upon receipt of the TOLLWAY's approval, the VILLAGE shall 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 TOLLWAY as hereinafter stipulated. With respect to the installation of tolling equipment and utility and fiber optic hookups associated with the toll plaza on the northbound ramp, the work shall be performed by Electronic Transactions Consultants Corporation or other vendor(s) designated by the TOLLWAY pursuant to existing contracts for such work on the TOLLWAY system. Such toll plaza work shall be included as part of PROJECT Costs and billed to and paid by the VILLAGE pursuant to a process determined by the parties to best accomplish the purposes of this AGREEMENT. Construction Engineering shall be performed by Christopher B. Burke Engineering Ltd., Village Engineer of the VILLAGE.
- D. The contract(s) for the construction of the PROJECT and the contract for construction engineering shall all be contingent upon the VILLAGE'S ability to

successfully sell and deliver general obligation bonds (the "Bonds") with a term of not more than thirty years having an interest rate determined to be fair and reasonable by the VILLAGE'S financial advisor under existing market conditions which will provide sufficient proceeds to pay 100% of the then-estimated construction costs, construction engineering costs, other PROJECT costs, PROJECT contingencies and capitalized interest.

- E. After award of the construction contract(s), the TOLLWAY must pre-approve in writing any proposed changes from the contract plans and specifications for the PROJECT that are in excess of \$5,000.00. If the proposed change to the plans and specifications is not acceptable, the TOLLWAY shall detail in writing its specific objections. Notwithstanding the TOLLWAY's disapproval, the VILLAGE may proceed with a change to the plans and specifications for a VILLAGE Improvement only so long as that change (i) does not adversely impact the construction, use or maintenance of a TOLLWAY Improvement and (ii) is not included in the PROJECT Costs subject to TOLLWAY reimbursement pursuant to section V.E. If the VILLAGE receives no written response from the TOLLWAY within fifteen (15) calendar days after delivery to the TOLLWAY of the proposed change, the proposed change shall be deemed approved by the TOLLWAY. Any dispute concerning changes to the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- F. After award of the construction contract(s) and after the VILLAGE has notified the TOLLWAY that the Bonds required to finance the construction of the PROJECT have been sold and delivered as provided in this AGREEMENT, and assuming there are no proposed changes from the plans and specifications that affect the TOLLWAY, the VILLAGE shall provide no less than five (5) calendar day's written notice to the TOLLWAY prior to commencement of work on the PROJECT.
- G. The VILLAGE shall require its contractor(s) working within the TOLLWAY's rights of way to comply with the indemnification provision contained at Section 107.26 in the TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on January 1, 2010 as amended and the VILLAGE's Construction Manager, where applicable, shall follow and submit documentation in accordance with the TOLLWAY Construction Manager's Manual issued July 2010.
- H. The VILLAGE shall cause the TOLLWAY to be expressly identified in writing as a third-party beneficiary of any contract related to the construction of the PROJECT. The VILLAGE shall require that the TOLLWAY, and its agents, officers, directors and employees be included as additional insured PARTIES in the General Liability Insurance the VILLAGE requires of its contractor(s) and that the TOLLWAY will be added as an additional protected PARTY on all performance bonds required of the contractor(s) and under all warranties. These requirements shall be included in the Special Provisions of the construction

contract(s). The VILLAGE will also require that the VILLAGE's contractor(s) maintain the TOLLWAY insurance documentation of the said insurance throughout the construction of the PROJECT. Said insurance documentation will include copies of policies or insurance certificates including copies of the applicable Additional Insured endorsements as required by this AGREEMENT.

- I. The 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 PROJECT that affects the TOLLWAY's system. The TOLLWAY shall assign personnel to perform inspections on behalf of the TOLLWAY of all work included in the PROJECT that affects the TOLLWAY's system, and will deliver written notices to the Engineer of the VILLAGE advising the VILLAGE as to who has been assigned to perform said inspections.
- J. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- K. No inspections or approvals of the specifications or the work by the TOLLWAY or its employees, officers or agents shall relieve the VILLAGE's contractor(s) of responsibility and liability for the proper performance of the work on the PROJECT. TOLLWAY inspections and approvals shall not be considered a waiver of any right the TOLLWAY may have pursuant to this AGREEMENT.
- L. All TOLLWAY communications and correspondence with the VILLAGE's contractor(s) or relating to a contract shall be through the VILLAGE Engineer, unless otherwise specifically approved by the Engineer of the VILLAGE. In the event a TOLLWAY representative discovers PROJECT-related work that is not being performed or has not been performed in accordance with the approved plans and specifications, the TOLLWAY shall promptly notify in writing the Engineer of the VILLAGE or the Engineer's duly designated representative. The Engineer of the VILLAGE shall promptly notify in writing the TOLLWAY's Chief Engineer of any PROJECT-related work that is not being performed or has not been performed in accordance with the approved plans and specifications.
- M. The VILLAGE shall give notice to the TOLLWAY upon completion of 70% and 100% of all PROJECT construction, provided that the VILLAGE may give specific notice of the 70% and 100% completion of the TOLLWAY Improvements and the TOLLWAY shall conduct an inspection of such Improvements pursuant to this paragraph in addition to the inspections of all PROJECT construction. The TOLLWAY shall make an inspection not later than seven (7) calendar days after notice thereof. If the TOLLWAY does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the parties hereto, the PROJECT shall be deemed accepted by the TOLLWAY. At the request of the TOLLWAY, the VILLAGE'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 TOLLWAY's representative shall give immediate verbal notice to the VILLAGE's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Engineer of the VILLAGE. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The TOLLWAY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the VILLAGE that the deficiencies have been remedied until the TOLLWAY in its reasonable discretion has accepted the PROJECT.

- N. Upon the TOLLWAY's acceptance of the TOLLWAY Improvements the TOLLWAY will be deemed to have full ownership and control of such improvements. The VILLAGE and the TOLLWAY shall document this transfer in a mutually agreeable fashion.
- O. The TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on January 1, 2010 or the Canceled Items provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications. However, such changes shall not materially prevent or materially change the construction of the TOLLWAY ramp from northbound I-294 to Balmoral Avenue or the reconstruction of the southbound ramp from Balmoral Avenue to I-294.

V. FINANCIAL

- A. Except as otherwise identified herein, the VILLAGE agrees to pay all PROJECT related costs subject to reimbursement by the TOLLWAY as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs are the financial responsibility of the TOLLWAY.
- C. It is mutually agreed by the PARTIES hereto that all right of way costs are the financial responsibility of the VILLAGE.
- D. It is mutually agreed by the PARTIES hereto that the estimated cost for construction is \$24,000,000 and the cost for construction engineering is estimated at \$2,400,000 for a total estimated cost for construction and construction engineering of \$26,400,000. The "PROJECT Costs" include the actual costs of construction and construction engineering for the PROJECT. PROJECT Costs shall not include the preliminary and design engineering costs, which, pursuant to this AGREEMENT are the financial responsibility of the TOLLWAY, and shall not include right of way costs, which, pursuant to this AGREEMENT are the financial responsibility of the VILLAGE.

E. The TOLLWAY shall pay semiannually to the VILLAGE's general account, an amount equal to 50% of all tolls collected on the new I-294 northbound exit ramp to Balmoral Avenue for the period ending 60 days prior to the semiannual payment date. The TOLLWAY shall make its initial semiannual payment eight months after the northbound ramp is opened or at such time as is otherwise agreed upon by the PARTIES in writing. TOLLWAY payments shall continue until the earlier of the following:

1. The date the TOLLWAY has paid an amount equal to the sum of:
(a) 50% of the the PROJECT Costs, and (b) interest on the TOLLWAY's unpaid share of the PROJECT Costs. Interest on the TOLLWAY's unpaid 50% share of the PROJECT Costs shall be calculated from the date the Village's Bonds have been issued at a rate which is the lesser of (i) 6% percent annually or (ii) the weighted average interest rate on the Bonds issued by the VILLAGE to finance the PROJECT; or
2. 25 years after the date the new I-294 northbound exit ramp to Balmoral Avenue is open for the collection of tolls.

The tolls charged at the new northbound exit ramp shall not be less than those set forth in the toll schedule attached as Exhibit B to this AGREEMENT and the Tollway's semiannual payments shall be limited to the amounts of the tolls calculated using the toll rates set forth in that toll schedule.

- F. The TOLLWAY agrees to semiannually provide the VILLAGE with figures and related source documents of the amount collected on the new I-294 northbound exit ramp on the date each TOLLWAY payment is due or at such other date mutually agreed upon by the parties,
- G. The TOLLWAY and the VILLAGE shall maintain, for a minimum of three (3) years after the completion of the PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT and the amount of tolls collected from the new on the new I-294 northbound exit ramp to Balmoral. All books, records, and supporting documents related to the PROJECT shall be available for review and audit by the Auditor General, the TOLLWAY Inspector General, the TOLLWAY, other State Auditors and/or the VILLAGE's auditors. The TOLLWAY and the VILLAGE agree to cooperate fully with any audit conducted by the Auditor General, the TOLLWAY Inspector General, other State Auditors and Village auditors and to provide full access to all relevant materials.
- H. Either the VILLAGE or the TOLLWAY may request, after the construction contract(s) are let by the VILLAGE, that supplemental work that increases the total

costs of the PROJECT or more costly substitute work be added to the construction contract(s). The VILLAGE 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 and such cost increases shall not be considered a PROJECT Cost covered by this Section V.

- I. The TOLLWAY shall have no responsibility for repaying any bonds issued by the VILLAGE. The VILLAGE shall not make any written or oral statement to the effect that the TOLLWAY is guaranteeing repayment of such bonds, is pledging any of its assets or revenues to back such bonds or is responsible for providing any payment to the VILLAGE other than the semiannual payments referenced in Section V.E. The VILLAGE shall provide the TOLLWAY with drafts of its offering documents with respect to the Bonds or any subsequent bonds issued by the VILLAGE in connection with the Project (e.g., preliminary and final official statements) at least three (3) business days before such documents are issued. This AGREEMENT is null and void if the TOLLWAY objects to any representation made in any offering document that pledges TOLLWAY or State of Illinois revenues or assets to the payment of VILLAGE-issued bonds or makes any other material misrepresentation as to the Project, the Bonds or the TOLLWAY's duties and responsibilities with respect to the Project and the VILLAGE issues the offering document without addressing the TOLLWAY's objection to the TOLLWAY's reasonable satisfaction. The TOLLWAY shall be deemed to have accepted the offering document if it fails to object to any offering document prior to its issuance. The VILLAGE shall indemnify the TOLLWAY from any claim brought by any party claiming that the TOLLWAY is responsible for making any payment to the VILLAGE or its bondholders over and above the semiannual payments made by the TOLLWAY pursuant to Section V.E or that the TOLLWAY is obligated in any way under a pledge entered into by the VILLAGE pertaining to the payment of the bonds issued to finance the PROJECT. Such indemnification shall cover the TOLLWAY's legal fees and costs.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set

forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

- i. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - ii. "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.
 - iii. "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.
 - iv. "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.
 - v. "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, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this

AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the TOLLWAY rights of way:
 - Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The TOLLWAY agrees to maintain I-294 and the newly constructed northbound off-ramp at Balmoral Avenue and the reconstructed entrance ramp from Balmoral Avenue to southbound I-294 in their entirety.
- B. The VILLAGE agrees to maintain, or cause to be maintained, Balmoral Avenue, including all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, traffic signals, roads, etc., or any other VILLAGE Improvement, in their entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

D. Type of Bridge Structure	Affected Roadway
Type 2	Balmoral Avenue

Type 2 - VILLAGE Roadway over TOLLWAY Right of Way

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

- iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - v. All underpass lighting.
- G. The PARTIES agree that the TOLLWAY reserves the exclusive right to approve the following:
- i. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
 - ii. The permitting of any and all loads traversing the grade separation structure which exceed the limits set forth in Title 92 Chapter 4 Part 2520 Appendix A of the Illinois Administrative Code;
 - iii. Pavement markings, including embedded reflectors;
 - iv. Standards governing right of way maintenance;
- H. 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.
- I. Signalization and pavement markings at the interchange, if any, will be under the control of the VILLAGE. Such control shall be subject to reasonable review and approval of signal timing, traffic progression and pavement marking by the TOLLWAY. The VILLAGE consents to the interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from backing up onto TOLLWAY mainline pavement.
- J. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the sidewalk, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, retaining walls, landscaping, highway lighting, traffic signals, etc. located on VILLAGE property, in its entirety.
- K. The VILLAGE agrees to the extent permitted by law, to indemnify and hold the TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the sidewalk, fences, appurtenances, retaining walls, landscaping, highway lighting, traffic signals, etc. located on VILLAGE property.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of VILLAGE highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the TOLLWAY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the TOLLWAY.
- D. The VILLAGE and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- E. Nothing herein is intended to prevent or preclude the VILLAGE and the TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Rosemont and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the TOLLWAY shall have jurisdiction of I-294. The VILLAGE shall retain jurisdiction of Balmoral Avenue traversed or affected by I-294 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the VILLAGE and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The VILLAGE agrees that in the event any work is performed by other than VILLAGE forces, the provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- I. The VILLAGE agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the U.S. Department of Transportation.
- J. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6009134 and it is doing business as a governmental entity, whose mailing address is The Village of Rosemont, 9501 West Devon Avenue, Rosemont, Illinois 60018.
- 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 or if the Bonds described in Section IV.D are not sold and delivered 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 the TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the TOLLWAY or the VILLAGE unless such provision is waived in writing.
- 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 Cook or DuPage County, Illinois.
- P. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

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

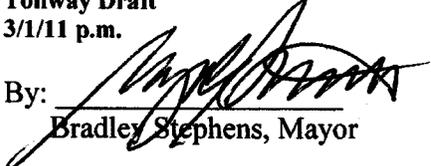
To the VILLAGE: The Village of Rosemont
 9501 West Devon Avenue
 Rosemont, Illinois 60018
 Attn: Village Engineer

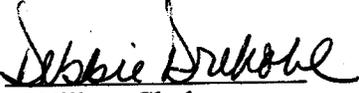
The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

THE VILLAGE OF ROSEMONT

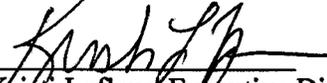
Tollway Draft
3/1/11 p.m.

By: 
Bradley Stephens, Mayor

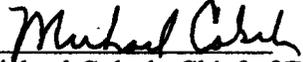
Attest: 
Village Clerk
DEBBIE DRENTH
(Please Print Name)

Date: _____

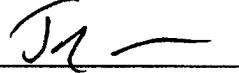
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: 
Kristi Lafleur, Executive Director

Date: 4-8-11

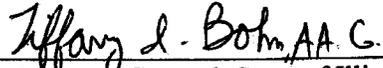
By: 
Michael Colsch, Chief of Finance

Date: 3/29/11

By: 
Thomas J. Bamonte, General Counsel

Date: 3/25/11

Approved as to form and constitutionality

By:  AA.G. 3/23/11
Attorney General, State of Illinois

Tollway Draft
3/1/11

EXHIBIT A

PROJECT LOCATION STRIP MAP

Tollway Draft
3/1/11 p.m.

EXHIBIT B

TOLL RATES
BALMORAL NORTHBOUND RAMP

PC Rates

PC (I-PASS):	\$0.80
PC (non-I-Pass/pay on-line):	\$1.60

CV Rates (Daytime Cash and I-PASS)

CV Small:	\$3.00
CV Medium:	\$4.50
CV Large:	\$8.00

CV Rates (Overnight)

CV Small:	\$2.00
CV Medium:	\$3.50
CV Large:	\$6.00

“PC” means passenger car

“CV” means commercial vehicle

2/24/11

5.5/2

RESOLUTION NO. 19354

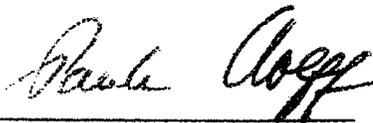
Background

It is in the best interest of the Illinois State Toll Highway Authority to enter into an Intergovernmental Agreement with the Village of Rosemont in connection with the design, construction and maintenance of a new northbound I-294 Tri-State exit ramp at Balmoral Avenue and related improvements to Balmoral Avenue in the immediate vicinity of the ramp. The estimated cost for construction, including construction engineering, is approximately \$25,000,000. The Illinois State Toll Highway Authority will be responsible for up to 50 percent of the cost.

Resolution

The Chief Engineer and the General Counsel are authorized to finalize an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village of Rosemont in substantially the form of the Intergovernmental Agreement attached to this Resolution, the Chair or the Executive Director is authorized to execute said agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair



*The Illinois Tollway
2700 Ogden Avenue
Downers Grove, Illinois 60515-1703
Phone: 630/241-6800
Fax: 630/241-6100
TTY: 630/241-6898*

April 8, 2011

Mr. John F. Donahue
Rosenthal Murphey Coblenz & Donahue
30 North LaSalle St., Suite 1624
Chicago, IL 60602

Re: *Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village of Rosemont*

Dear Mr. Donahue:

Enclosed is one (1) fully executed original of the Intergovernmental Agreement between The Illinois State Toll Highway Authority and the Village of Rosemont in connection with the above captioned contract.

This Agreement is transmitted to your attention for your records.

Very truly yours,

A handwritten signature in cursive script that reads 'Tiffany I. Bohn'.

Tiffany I. Bohn
Assistant Attorney General

TIB:mw
Attachments



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: Eileen Cosgriff, CIS

FROM: Tiffany I. Bohn, Assistant Attorney General ¹⁰²

DATE: April 8, 2011

SUBJECT: *Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village of Rosemont*

Attached please find two (2) fully executed originals of an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village of Rosemont in connection with the design, construction and maintenance of a new northbound I-294 Tri-State exit ramp at Balmoral Avenue.

These documents are transmitted to your attention for the Department's records.

This Agreement was approved by the Board by Resolution No. 19354 at the regular meeting of 2/24/11.

TIB:mw
Attachments

cc: T. Bohn
B. Clingman
G. Dreyer
M. Ida
P. Kovacs
M. Molliconi
J. Romano

L. Savickas
S. Talaber
John Wagner
V. Yee
G. Zimmer
R. Zuccherro

Executive Committee Meeting

February 2011

Law Department



Item Number:

2

Activity Type:

Resolution

Intergovernmental Agreement

Contract Number:

Vendor:

Description: An Intergovernmental Agreement with the Village of Rosemont

The Tollway and the Village are desirous of improving the Tri-State Tollway (I-294) at Balmoral Avenue by constructing a new northbound I-294 exit-ramp at Balmoral Avenue to provide access to commercial developments within the Village corporate limits and alleviate congestion to the northbound access to Des Plaines River Road exit from I-294. The new exit ramp construction will also include a toll plaza and lighting. The existing southbound entrance ramp will be widened and reconstructed. The Balmoral Avenue Bridge over I-294 will be widened approximately 12.6 feet to the north to add an additional left turn lane to the southbound I-294 on-ramp. Balmoral Avenue will be widened and reconstructed from North Pearl Street to River Road and traffic signals will be installed and modernized. A portion of the existing northbound I-294 noise abatement wall will be replaced.

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: Board of Directors
FROM: Law Department
DATE: February 24, 2011
SUBJECT: An Intergovernmental Agreement with the Village of Rosemont

ACTION REQUESTED

A resolution authorizing the execution of an Intergovernmental Agreement with the Village of Rosemont.

BACKGROUND

The Tollway and the Village are desirous of improving the Tri-State Tollway (I-294) at Balmoral Avenue by constructing a new northbound I-294 exit-ramp at Balmoral Avenue to provide access to commercial developments within the Village corporate limits and alleviate congestion to the northbound access to Des Plaines River Road exit from I-294. The new exit ramp construction will also include a toll plaza and lighting. The existing southbound entrance ramp will be widened and reconstructed. The Balmoral Avenue Bridge over I-294 will be widened approximately 12.6 feet to the north to add an additional left turn lane to the southbound I-294 on-ramp. Balmoral Avenue will be widened and reconstructed from North Pearl Street to River Road and traffic signals will be installed and modernized. A portion of the existing northbound I-294 noise abatement wall will be replaced. The Tollway will receive operational and revenue benefits from the new exit ramp.

BUDGETARY IMPACT

The estimated cost for construction is \$25,197,500 inclusive of construction engineering services. The TOLLWAY will pay to the Village's general fund 50 percent of the toll receipts from the new ramp toll plaza under the toll schedule in effect when the ramp opens. The Tollway will pay no more than 50 percent of the cost of the project, including financing cost capped at a maximum interest rate of 6 percent. The Tollway has no financial obligation under the IGA after 25 years.

DRAFT

Board Meeting

February 2011

Law Department



Item Number:

2

Activity Type:

Resolution

Intergovernmental Agreement

Contract Number:

Vendor:

Description: An Intergovernmental Agreement with the Village of Rosemont

The Tollway and the Village are desirous of improving the Tri-State Tollway (I-294) at Balmoral Avenue by constructing a new northbound I-294 exit-ramp at Balmoral Avenue to provide access to commercial developments within the Village corporate limits and alleviate congestion to the northbound access to Des Plaines River Road exit from I-294. The new exit ramp construction will also include a toll plaza and lighting. The existing southbound entrance ramp will be widened and reconstructed. The Balmoral Avenue Bridge over I-294 will be widened approximately 12.6 feet to the north to add an additional left turn lane to the southbound I-294 on-ramp. Balmoral Avenue will be widened and reconstructed from North Pearl Street to River Road and traffic signals will be installed and modernized. A portion of the existing northbound I-294 noise abatement wall will be replaced.

Budget and Project Detail Change						
Intergovernmental Agreement - Village of Rosemont - Item No. 2						
Account	Description	2011 Budget	Project Budget	Board Request/ Adjustment	Revised 2011 Budget	Revised Project Budget
65-5213-63-76-004	IGA Cost Participation	\$ -	\$ -	\$ 12,598,750	\$ -	\$ 12,598,750
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
NET CHANGE				\$ 12,598,750		
Comments:						
No immediate budgetary impact. Funding for Tollway's obligation will be addressed in 2013 as payment to Village is scheduled to commence.						

1-06-5213



January 26, 2018

Illinois Tollway
2700 Ogden Avenue
Downers Grove, IL 60515

Attn.: Paul Kovacs, Chief Engineer

Subject: Balmoral Avenue Bridge over I-294 (Tri-State Tollway)
Tollway Milepost 40.0
Bridge Condition Report prepared by Hanson Professional Services
dated August, 2017

Dear Mr. Kovacs:

The Village is aware that the Tollway is planning to perform construction work starting in Summer 2018 along I-294 in the vicinity of Rosemont. The planned work was preceded by a preliminary engineering phase during which the Tollway's consultants prepared a Master Plan. Christopher B. Burke Engineering, Inc. (CBBEL) has been studying Master Plan documents, including the subject Bridge Condition Report (BCR).

To summarize, the BCR recommended that the Tollway's contract should include substantial work, including removal of the existing 6-year-old deck overlay, and placement of a new overlay that would raise the profile of Balmoral Avenue on the bridge and the bridge approaches by about 4 inches. This profile change would impact the existing pedestrian walkways, approach curbs and approach sidewalks, ADA ramps, traffic signal posts, and medians. The deck joints, which were rated in good condition by the BCR, would be removed and replaced. The BCR estimated that the cost to the Village for the recommended work would be \$750,000.00.

The Village directed CBBEL to inspect the subject structure. Please see their attached Tech Memo. Rosemont agrees with their conclusion that minor repairs are warranted on select areas of the deck and approach slabs. However, the bridge was rehabilitated in 2011 and we do not feel that extensive "topside" repairs need to be made at this time. We accept CBBEL's finding and recommendation that only a nominal quantity of deck concrete crack sealing is warranted in 2018. Therefore, the Village states the following:

1. Rosemont declines to scarify and overlay the deck, and overlay the approach slabs and approach roadways, as proposed in the BCR.
2. Rosemont requests that the Tollway add 890 sq. yd. of bridge deck concrete crack sealing and the required Balmoral Ave. maintenance of traffic to your upcoming mainline improvement contract, I-17-4303, at an estimated cost of \$14,800.00.



3. Rosemont will continue to monitor the condition of this structure, including the areas of deck and approach slab cracking and spalling. In the future and when deemed warranted, the Village will perform any necessary repairs. Based on CBBEL's memo, these repairs may occur within a 2 to 3 inspection-cycle timeframe (4 to 6 years).
4. Rosemont has no opinion on the BCR recommendations as to repair of bridge elements under the maintenance and jurisdiction of the Tollway.

Thank you for your consideration of this matter. If you should have any questions or need additional information, please contact me.

Sincerely,

Village of Rosemont

Bradley A. Stephens
Mayor

cc: Rocco Zuccherro, Assistant Chief Engineer

TECHNICAL MEMORANDUM



VILLAGE OF ROSEMONT

Village of Rosemont Balmoral Avenue Bridge Deck Evaluation

January 24, 2018

Village of Rosemont
9501 W. Devon Avenue
Rosemont, Illinois 60018

Attention: Mayor Stephens

Subject: Technical Memorandum for the evaluation of
Balmoral Avenue Bridge Deck over I-294
CBBEL Project No. 170185

Dear Mayor Stephens:

On January 9, 2018, Christopher B. Burke Engineering, Ltd. (CBBEL) performed a visual inspection of the bridge deck for the Balmoral Avenue bridge over the Tri-State Tollway (I-294). Overall, the bridge deck is in good condition. This memo summarizes our findings and recommendations for future maintenance.

Existing Structure:

The existing bridge is a 2-span 63" PPC Bulb T-Beam bridge with span lengths of 101'-7" and 118'-6" respectively. The out-to-out width of the bridge is 94'-7". The original deck system consists of a 7 1/2" concrete deck supported by 12 lines of PPC Bulb T-Beams. In 2011, the bridge was widened by 20'-1" on the north side with two additional PPC beams added. A raised median was added in the center with a grind and micro silica concrete overlay in select locations.

A bridge condition report was completed in August 2017 by Hanson Professional Services Inc. During this inspection, ground penetrating radar was used to analyze the bridge deck and the severity of deterioration. The results suggested approximately 12% of the deck warranted partial depth deck repairs and 10% displayed early stages of deterioration throughout. The recommendation was a scarification and overlay of the existing bridge deck. Additionally, partial depth deck repairs would need to be performed in both the bridge deck and the approach slab.

Existing Condition and Recommendations:

Below is a summary of our findings from our field visit, on January 9, 2018 as well as our recommendations for repairs and maintenance.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

TECHNICAL MEMORANDUM

Approach Slabs: The approach slabs show signs of minor spalling with some minor transverse and longitudinal cracking. The west approach slab has areas of spalling that have been patched with asphalt in the westbound lanes of the west approach. There is some minor spalling along the centerline behind the west expansion joint of the bridge deck. Transverse cracking at spacing of approximately 10' was noted in the north section of the west approach. Multiple longitudinal and transverse cracks were noted in the eastbound lanes for the east approach slab.

Bridge Deck: Hairline transverse cracking was noted at the northeast and northwest ends of the westbound lanes. This cracking was in the section of deck included in the 2011 improvements. The ground penetrating radar identified the areas of greatest deterioration to be at these locations along westbound Balmoral. While a closer visual inspection of these areas of concern revealed minor transverse and longitudinal cracking, no advanced deterioration was noted on the bridge deck surface. Selected areas of the far north lane were hammer sounded, and no hollow areas were found. Minor cracking and efflorescence were observed during a view of the underside of the deck at the northeast location, but did not reveal any signs of advanced bridge deck deterioration. The eastbound lanes show hairline longitudinal cracking along the length of the span. Minor spalling was noted in the center of the eastbound lanes at the west end of the bridge deck. The turning lane for westbound Balmoral next to the median is showing signs of map cracking throughout.

Joints: Base on a hands-on inspection of the abutments below the bridge deck, there a few locations along each expansion joint that is showing signs of water leakage. Water was noted behind the second beam from the south (Beam 11) at the west abutment. Water was also found at the end of Beam 7, Beam 5 and between beams 1 & 2 at the east abutment.

Recommendations: CBBEL does not believe that the entire bridge deck currently warrants a scarification and overlay. The left turn lane and far north lane of eastbound Balmoral Avenue is experiencing map cracking or significant transverse cracking and should be treated with a bridge deck and crack sealer. A sealing agent like TK-2110 or an approved equal should be applied to the surface area of the left turn lane and far north lane and sidewalk of eastbound Balmoral Avenue. Any transverse or longitudinal approach slab cracks should be addressed individually with the same product.

Additionally, it is our recommendation that additional items be addressed in the next five years. These items include partial depth bridge deck repairs at spalled areas of the deck and approach slabs. The expansion joints should be inspected and removed and replaced if conditions have further deteriorated. We recommend the scarification and latex overlay of the left turn lane and far north lane of eastbound Balmoral at this future date as well. CBBEL recommends partial depth repairs of the spalled areas as well as epoxy crack injection of the approach slab cracking.

Summary:

In general, the bridge deck is in good condition but needs maintenance. CBBEL recommends that bridge deck and crack sealer be applied to select locations of the bridge deck and approach slabs now. In five years' time, the deck should be readdressed with partial depth repairs needed for select areas of the approach slab and bridge deck and the scarification and overlay of the previously sealed areas. The expansion joints at both abutments will be inspected for further deterioration and replaced if necessary. CBBEL does not believe a full bridge deck scarification and overlay is presently warranted.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

TECHNICAL MEMORANDUM

Please feel free to contact us to discuss the finding of this Technical Memorandum.

**VILLAGE OF ROSEMONT
BALMORAL AVENUE BRIDGE
CONCEPTUAL COST ESTIMATE
CBBEL PROJECT NO. 170185**

OPTION 1 - 1 YEAR TREATMENT				
Description	Unit	Quantity	Unit Cost	Total Cost
BRIDGE DECK CONCRETE CRACK SEALING	SQ YD	890	\$11.00	\$9,800.00
TRAFFIC CONTROL AND PROTECTION	L. SUM	1	\$2,500.00	\$2,500.00
			Subtotal =	\$12,300.00
			Contingency (20%) =	\$2,500.00
			TOTAL =	\$14,800.00

OPTION 2 - 5 YEAR TREATMENT				
Description	Unit	Quantity	Unit Cost	Total Cost
CONCRETE REMOVAL	CU YD	25	\$80.00	\$2,000.00
CONCRETE SUPERSTRUCTURE	CU YD	25	\$900.00	\$22,500.00
PREFORMED JOINT STRIP SEAL	FOOT	190	\$200.00	\$38,000.00
CONCRETE BRIDGE DECK SCARIFICATION, 2 ½"	SQ YD	890	\$60.00	\$53,400.00
BRIDGE DECK MICROSILICA CONCRETE OVERLAY, 2 ½"	SQ YD	890	\$125.00	\$111,300.00
STRUCTURAL REPAIR OF CONCRETE (<= 5 INCHES)	SQ FT	50	\$200.00	\$10,000.00
TRAFFIC CONTROL AND PROTECTION	L. SUM	1	\$20,000.00	\$20,000.00
			Subtotal =	\$257,200.00
			Contingency (20%) =	\$51,400.00
			TOTAL =	\$308,600.00



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

TECHNICAL MEMORANDUM



1 – West Approach Slab spalling and transverse cracking (Westbound)



2 - West Approach Slab spalling (Westbound)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

TECHNICAL MEMORANDUM



3 – West Approach Slab transverse cracking (Westbound)



4 - East Approach Slab longitudinal/transverse cracking (Westbound)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

TECHNICAL MEMORANDUM



5 – East Approach Slab longitudinal cracking and deck spalling (Eastbound)



6 – Deck spalling (Eastbound)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

TECHNICAL MEMORANDUM



7 – North sidewalk cracking (Westbound)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

RESOLUTION NO. 21819

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement Addendum with the Cook County Department of Transportation and Highways (“CCDOTH”) to amend Intergovernmental Agreement #001996-24 and to provide that CCDOTH assume maintenance responsibilities for three light standards and a lighting control cabinet located on 127th Street over I-355 at the southwest quadrant of the 127th Street interchange.

Resolution

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

Approved by: William S. Kravitz
Chairman

**FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF COOK
FOR THE VETERANS MEMORIAL TOLLWAY**

This First Intergovernmental Agreement Addendum (“FIRST ADDENDUM”) is entered into by and among the ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, hereinafter called the "COUNTY," individually referred to as “PARTY,” and collectively referred to as “PARTIES.”

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, and the COUNTY entered into an Intergovernmental Agreement (“AGREEMENT”) on March 6, 1996 (Exhibit A) to establish their respective responsibilities toward engineering, right of way acquisition, relocation of existing utilities, construction, funding and future maintenance of the North-South Tollway (now known as the Veterans Memorial Tollway) (“I-355”) and its interchange with County Highway B50 (127th Street); and

WHEREAS, the COUNTY requests to assume maintenance responsibilities of the street lighting system on 127th Street as it crosses I-355; and

WHEREAS, the ILLINOIS TOLLWAY agrees to this request for the COUNTY to assume maintenance responsibilities of the street lighting system on 127th Street as it crosses I-355; 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 FIRST ADDENDUM; 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 FIRST ADDENDUM; and

WHEREAS, a cooperative FIRST ADDENDUM is appropriate and such a FIRST ADDENDUM is authorized by Article VII, Section 10 of the Illinois Constitution and other provisions of Illinois Law; and

WHEREAS, the street lighting system was installed by the ILLINOIS TOLLWAY when I-355 and the interchange were constructed at this location; and

WHEREAS, the street lighting system includes a street lighting control cabinet located in the southwest quadrant of 127th Street at the interchange, Ramp A (southbound entrance ramp), and three street light standards mounted on the bridge parapets of 127th Street as it crosses I-355.

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

AGREEMENT

- A. All provisions contained in the original AGREEMENT that are not in conflict with this FIRST ADDENDUM shall remain in full force and effect.
- B. The ILLINOIS TOLLWAY cannot maintain a street lighting system on COUNTY right of way.
- C. The COUNTY will maintain the street lighting system on 127th Street from I-355 interchange Ramps A and B to I-355 interchange ramps C and D, and be responsible for the electric energy costs.
- D. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- E. This FIRST ADDENDUM may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- F. This FIRST ADDENDUM shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- G. The information contained in the Recital section of this FIRST ADDENDUM is agreed to and incorporated into this FIRST ADDENDUM.

(The remainder of this page is intentionally left blank.)

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

THE COUNTY OF COOK

By: _____
Toni Preckwinkle
President
Cook County Board of Commissioners

This ____ day of _____ 2019

ATTEST: _____ (SEAL)
County Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

Assistant State's Attorney

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman
Executive Director

Date: _____

Approved as to Form and Constitutionality

Tom Forgue, Assistant Attorney General, State of Illinois

WHEREAS, construction of the TOLL HIGHWAY will require substantial modifications to 127th Street, County Highway B50 which is under the jurisdiction of the COUNTY, where it crosses the proposed TOLL HIGHWAY; and

WHEREAS, AUTHORITY Contract CIP-93-702 (hereinafter referred to as the "PROJECT") includes construction of the following improvements to 127th Street (as shown on the approved plans).

- a. Construction of an overpass structure to carry 127th Street over the TOLL HIGHWAY (as shown in Exhibit "B", attached hereto and made a part thereof).
- b. Construction of a full diamond interchange between the TOLL HIGHWAY and 127th Street.

WHEREAS, the AUTHORITY and COUNTY, by this instrument, desire to determine and establish their respective responsibilities toward engineering, right-of-way acquisition, relocation of existing utilities, construction, funding, and future maintenance of the PROJECT improvements as proposed; and

WHEREAS, the COUNTY, by virtue of its powers as set forth in 605 ILCS 5/5-101, et seq., and the AUTHORITY, by virtue of its powers as set forth in "AN ACT in relation to the construction, operation, regulation, and maintenance of a system of toll highways, etc." 605 ILCS 10/1, et seq. are authorized to enter into this Agreement; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the above recitals and other good and valuable consideration, the parties hereto agree as follows:

I. ENGINEERING

1. The AUTHORITY, at its sole cost and expense, will perform all necessary engineering for the PROJECT, including but not limited to preliminary and final design, necessary surveys, and prepare final plans and specifications for the PROJECT. During the design and preparation of the plans and specifications and the contract documents, and other related engineering procedures, the AUTHORITY shall submit the plans and specifications to the COUNTY for review and approval at the following stages of plan preparation:

1. 50% Complete (Preliminary)
2. 95% Complete (Pre-final)
3. Final

During the review of the Plans and Specifications, the COUNTY may request that supplemental work not included in the Plans and Specifications that will increase the total cost of the PROJECT, or a more costly substitute work (hereinafter

"betterments"), be added to the PROJECT. The COUNTY shall make a written request for the inclusion of said betterments with a commitment to pay for the cost thereof. The cost of the betterment work shall include associated design, engineering, construction engineering right-of-way and construction costs. The AUTHORITY will include the supplemental^{work} into its contract provided the cost thereof is agreed to by both parties and said betterments do not delay the AUTHORITY's construction schedule.

- 2.a. The COUNTY shall review the plans and specifications within twenty (20) working days of its receipt thereof. After review, at each stage, the COUNTY will send a letter to the AUTHORITY indicating its approval, or will notify the AUTHORITY in writing of its disapproval. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact COUNTY maintained highways. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the AUTHORITY. If the AUTHORITY receives no written or verbal response or a written request for a time extension within twenty (20) working days, the proposed plans shall be deemed approved by the COUNTY. Any approved changes shall be considered a part of the plans and specifications.

- 2.b. The AUTHORITY agrees to provide a written response to the COUNTY's request for extension within fifteen (15) working days of receipt thereof.

3. Any dispute concerning plans shall be resolved in accordance with Section VII.
4. The final approved plans and specifications for the PROJECT (hereinafter referred to as the "Plans and Specifications") shall be delivered to the COUNTY by the AUTHORITY twenty (20) working days prior to award.
5. The AUTHORITY agrees to assume the overall PROJECT responsibility of assuring that all permits (Corps of Engineers, Division of Water Resources, Metropolitan Water Reclamation District, County, Federal Aviation Administration, 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.

Both 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 in the PROJECT.

II. RIGHT-OF-WAY

1. The AUTHORITY 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 pursuant to the Plans and Specifications.

"A" (which may be amended by the AUTHORITY from time to time) which is attached hereto and made a part hereof this Agreement.

3. All necessary right-of-way (both permanent and temporary) for the construction of the PROJECT, pursuant to the approved plans and specifications, not currently owned by the COUNTY shall be acquired by the AUTHORITY at its sole cost and expense.

Right-of-way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, appraisal fees, title evidence, relocation assistance and payment, property management, such legal fees and expenses and such other incidental costs and expenses as may be reasonably necessary to acquire said right-of-way.

4. It is understood that the AUTHORITY has not consented in this Agreement to the transfer of any interest in AUTHORITY property or right-of-way which the AUTHORITY deems necessary for the maintenance and operation of its Toll Highway system.

III. UTILITY RELOCATION

1. The AUTHORITY shall identify all adjustments to existing utilities necessitated by the construction of the PROJECT as part of its PROJECT engineering responsibilities.

2. The AUTHORITY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY highway rights-of-way which require adjustment as part of this project.
3. The AUTHORITY will make all necessary arrangements and enter into all necessary agreements for the adjustment, modification removal and relocation of utilities (both public and private) impacted by AUTHORITY Toll Highway PROJECT improvements, at no cost to the COUNTY. The AUTHORITY will review and approve utility relocation plans prior to the Utility's application for a COUNTY Utility Permit.
4. The COUNTY agrees to review and issue all permits for PROJECT required adjustments to existing utilities located within existing COUNTY rights-of-way, and on proposed COUNTY rights-of-way where COUNTY improvements to COUNTY highways are being incorporated into the PROJECT, at no expense to the AUTHORITY.
5. The AUTHORITY agrees to review and issue all permits for PROJECT required adjustments to utility facilities located on existing AUTHORITY rights-of-way, and on proposed AUTHORITY rights-of-way which are outside areas of COUNTY jurisdiction where improvements to AUTHORITY facilities are proposed to be done as part of the PROJECT, at no expense to the COUNTY.

IV. CONSTRUCTION

1. The AUTHORITY shall advertise and receive bids. The COUNTY shall have the right to review the bids (for work to be funded wholly or partially by the COUNTY) before award. The AUTHORITY shall award the contract(s), provide construction, engineering and inspection services for and cause the PROJECT to be constructed in accordance with the Plans and Specifications.

2.
 - a. After award of the construction contract(s), any proposed changes from the Plans and Specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY shall review the proposed changes and indicate its approval or disapproval thereof in writing. If the proposed changes to the Plans and Specifications are not acceptable, the COUNTY shall detail in writing its specific objections. If the AUTHORITY receives no written or verbal response or written request for time extension from the COUNTY within five (5) working days after delivery to the COUNTY of the proposed change, the proposed change shall be deemed approved by the COUNTY. Any approved changes shall be considered a part of the Plans and Specifications.

 - b. The AUTHORITY agrees to provide written response to the COUNTY's request for time extension within five (5) working days of receipt thereof.

3. The AUTHORITY shall provide fifteen (15) working days written notice to the COUNTY prior to commencement of work on the PROJECT.

4. The AUTHORITY shall require that the COUNTY, the COUNTY's agents and employees be included as additional named insured parties in all insurance AUTHORITY requires of its Contractor(s) and that the COUNTY will be added as an additional named protected party on all performance bonds required of the contractor. Copies of said insurance policies and bonds shall be delivered to the Superintendent of Highways of the COUNTY prior to commencement of construction. This requirement shall be included in the Special Provisions of the construction contract.

5. During the progress of the work the COUNTY and its authorized agents shall have all reasonable rights of inspection (including prefinal and final inspection) and access to AUTHORITY construction inspection records for PROJECT work affecting the COUNTY's Highway System. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT affecting the County Highway System, and will deliver written notices to the Chief Engineer of the AUTHORITY identifying, by name, each such COUNTY representative and his or her corresponding contract or area of responsibility. AUTHORITY notices concerning the work will be given to the duly designated COUNTY representative(s).

No inspection approvals of the specifications or the work by the COUNTY or its employees or agents shall relieve the AUTHORITY's contractor(s) of responsibility and liability for the proper performance of the work as determined by the AUTHORITY; and AUTHORITY inspections and approvals shall not be considered

a waiver of any right the COUNTY may have pursuant to this Agreement. All COUNTY communications and correspondence with the AUTHORITY's contractors or relating to a contract shall be through the AUTHORITY, unless otherwise specifically approved by the Chief Engineer of the AUTHORITY. In the event the COUNTY representative discovers County Highway related work that is not being performed or has not been performed in accordance with the Plans and Specifications, he or she shall promptly notify the Chief Engineer of the AUTHORITY or the Chief Engineer's duly designated representative. The above notwithstanding, the COUNTY'S failure to identify work not performed in accordance with the Plans and Specifications by the date the AUTHORITY makes final payment to its PROJECT contractor, shall be deemed a waiver by the COUNTY of any rights, actions and remedies the COUNTY may have against the AUTHORITY for said work.

6. The AUTHORITY shall give notice to the COUNTY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the COUNTY, and the COUNTY shall make an inspection thereof not later than seven (7) working days after notice thereof. At the request of the COUNTY, the AUTHORITY representative shall join in such inspection. In the event said inspections or joint inspection disclose such work that does not conform to the final Plans and Specifications, the COUNTY's representative shall give immediate verbal notice to the AUTHORITY's representative of any deficiency, and shall thereafter deliver, within five (5) working days, a written list identifying such deficiencies to the Chief Engineer of the AUTHORITY. The AUTHORITY'S Chief Engineer jointly with

the Superintendent of Highways shall determine whether the listed work is in fact deficient, and his determination shall be final. Work determined deficient shall be subject to joint reinspection upon completion of corrective work.

7. During the construction of the 127th Street improvements and bridge, the Authority agrees to maintain 127th Street open to traffic at all times.

V. FINANCIAL

1. The AUTHORITY agrees to pay all design engineering, right-of-way and construction costs for the PROJECT subject to reimbursement by the COUNTY as hereinafter stipulated, or as a subsequent amendment to be attached hereto unto.
2. Either the AUTHORITY or the COUNTY may, after the construction contracts are let by the AUTHORITY, request that supplemental work, that increases the total cost of the PROJECT, or more costly substitute work, be added to the construction contract; and the AUTHORITY 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 improvements. The party requesting or causing said non-essential supplemental work or more costly substitute work to be incorporated into the AUTHORITY'S construction contracts shall pay for the cost increases of said work, in addition to the costs otherwise provided in this Agreement to be paid by the party.

VI. MAINTENANCE

1. Upon completion of the work on COUNTY IMPROVEMENTS, or portions thereof, or upon opening 127th Street COUNTY IMPROVEMENTS to traffic the COUNTY will maintain 127th Street within the limits of the COUNTY IMPROVEMENTS (excluding those parts of the IMPROVEMENTS to be maintained by the AUTHORITY), including:

- a. The wearing surfaces of the bridge, above the top of the top layer of deck reinforcing bars, including parapets, railings, curbs and sidewalks, retaining walls for 127th Street, the approaches to the bridge structures, as well as the curbs, gutters, shoulders, slopes and embankments adjacent to the travel lanes of 127th Street, and normal appurtenances within the 127th Street right-of-way which are inaccessible by reason of access control fencing;
- b. All COUNTY roadway grassed and vegetated areas and embankments within the right-of-way of 127th Street;
- c. All traffic signals installed at the intersection with 127th Street, including energy costs;
- d. All guardrail within COUNTY roadway right-of-way parallel to 127th Street;
- e. All approach embankments and all drainage facilities on COUNTY right-of-way except drainage structures which carry exclusive Toll Highway drainage;

- f. All signs installed within 127th Street right-of-way which are intended to direct, warn or guide traffic on 127th Street.

2. After completion of the IMPROVEMENTS in accordance with the approved Plans and Specifications, the AUTHORITY shall be responsible for the following:
 - a. All structural parts of the grade separation structure, including, but not limited to, the deck slab below the top of the top layer of reinforcing bars, bearings, beams, girders, slope walls, abutments and piers;
 - b. All drainage facilities installed by the AUTHORITY on private property or AUTHORITY property for the purpose of carrying exclusively Toll Highway drainage;
 - c. Pavement, shoulders, and embankments of all Tollway ramps onto and from the Toll Highway up to the paved portion of the COUNTY roadway, including drainage structures under such ramps;
 - d. All grassed areas and embankments within the AUTHORITY'S right-of-way lines;
 - e. All Tollway lighting installed by the AUTHORITY, including power costs;
 - f. All fences protecting AUTHORITY right-of-way installed by the AUTHORITY;

- g. All guardrail other than that in Article ~~V~~1.(d) above;
- h. All drainage facilities within AUTHORITY right-of-way lines, including 127th Street bridge drainage scupper down spouts.
- i. The AUTHORITY shall submit to review and approval of the COUNTY's traffic safety plan, grant the COUNTY reasonable and necessary access for maintenance and repair of 127th Street structure over and across AUTHORITY's right-of-way. The COUNTY shall make all reasonable efforts to avoid disruption of traffic on the Toll Highway, and except for emergency work, shall notify and obtain all necessary permits from the AUTHORITY to perform routine maintenance and repairs, which permits shall be provided at no expense to the COUNTY;
- j. The AUTHORITY shall provide emergency "maintenance of traffic control" to the COUNTY upon prior notice to the Chief Engineer of the AUTHORITY or his designee. Any non-emergency "maintenance to traffic control" shall be the responsibility of the COUNTY or its contractors and shall be subject to the AUTHORITY's normal permit process.

3. The parties agree that, as used herein, the term "maintenance" or "maintain" shall mean the satisfactory periodic inspection, upkeep, repair, construction, reconstruction and operation of the highway or roadway facilities, structures and

right-of-way, lighting equipment and drainage facilities, as constructed, to assure their safe and continued use and preservation, including snow and ice removal and control, the removal of dirt and debris and the mowing and upkeep of grassed, vegetated and infield areas.

4. If the party responsible for said maintenance work pursuant to this Agreement fails to perform said work, then any maintenance work required to be performed by a party to this Agreement may be performed by the other party following ten (10) calendar days advance written notice to the other party identifying the work to be performed and requesting the maintenance work to be performed within ~~a~~ agreed upon specified time. In such event, the party who thereafter performs work required hereunder to be performed by the other party shall be entitled to prompt reimbursement of all actual costs and expenses incurred in the performance of said maintenance, and any and all expenses including reasonable attorney fees incurred in collecting said reimbursement.

VII - GENERAL

Wherever in this Agreement the approval or review of either the COUNTY or the AUTHORITY is provided for, said approval or review shall not be unreasonably delayed or withheld.

Any dispute concerning the final plans and specifications or in carrying out the terms of this Agreement shall be resolved by a meeting of the COUNTY Superintendent

and the Chief Engineer of the AUTHORITY. Any dispute not resolved as provided above shall be resolved by decision of the COUNTY Board President at the direction of the Board of Commissioners and the Executive Director of the AUTHORITY, and their decision shall be final.

Not later than fifteen (15) working days after the execution of this Agreement, each party shall designate a representative in writing to the other party who shall serve as the full time representative of the said party during the carrying out of the construction of the improvements. Each representative shall have the authority on behalf of such party to receive notices, make inspections and give approvals 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 and shall devote his/her best efforts and time to the work to be performed pursuant to this Agreement.

THIS AGREEMENT shall be executed in six counterparts each of which shall be deemed as original.

MODIFICATIONS

This Agreement is not subject to modification except in writing, executed by the duly authorized representatives of the parties and pursuant to the provisions herein.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

NOTICES

All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To AUTHORITY: THE Illinois State Toll Highway Authority
One Authority Drive
Downers Grove, Illinois 60515
Attn: Chief Engineer

To COUNTY: Cook County Highway Department
118 N. Clark Street, Room 1122
Chicago, Illinois 60602-1364
Attn: Superintendent of Highways

EXHIBITS

THE following exhibits are attached to this Agreement and hereby incorporated by reference:

Exhibit A: Right-of-Way Parcel Number List, Plats and Legal Descriptions.

Exhibit B: Plan and Elevation of 127th Street Bridge.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

EXECUTED BY:

THE COUNTY OF COOK

By: *Joan H. Strogg*
President, Board of
County Commissioners

Recommended for Execution:

By: *Carl F. Kovacki*
Superintendent of Highways

ATTEST:

By: *David D. Orr*
County Clerk

DATE:

March 6th, 1996

Approved as To Form and ~~Constitutionality~~

Hese
State's Attorney, State of Illinois

EXECUTED BY:

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

By: *John C. Agard*
Chairman

ATTEST:

Richard W. Jaramila
Asst. Sec.

DATE: *4-11-96*

By: *Ken Dean*
Chief Engineer

DATE: *4/17*

Approved as to Form and Constitutionality

Ronald E. Dean
Attorney General, State of Illinois

STATE OF ILLINOIS.
COUNTY OF COOK

} ss.

I, DAVID D. ORR, being the County Clerk of Cook County, in the State aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on the date indicated below, passed the following resolution:

R E S O L U T I O N

Resolved that the President of the Board of Commissioners of Cook County, Illinois on behalf of the County of Cook is hereby authorized and directed by the Members of said Board to execute, by original signature or his authorized signature stamp, six (6) copies of an Agreement with the Illinois State Toll Highway Authority, wherein the Authority is planning to undertake the construction of an extension of the North-South Tollway from Interstate 55 to Interstate 80 near New Lenox, Illinois and will require substantial modifications to 127th Street, County Highway B50, which is under the jurisdiction of the County, where it crosses the proposed Toll Highway. That all the construction will be the responsibility of the Authority at no cost to the County;

all of which appears from the records and files of my office.

IN WITNESS WHEREOF I have hereunto set my hand and

affixed the Seal of said County at my office in the City of

Chicago in said County, this 6th

day of March A. D. 1996

David D. Orr

County Clerk

EXHIBIT "A"

PARCEL NUMBERS		
NS-702-018	NS-702-008	NS-702-009
NS-702-116	NS-702-003	NS-702-011
NS-702-012		

DRAWN BY TJS
 CHECKED BY GS

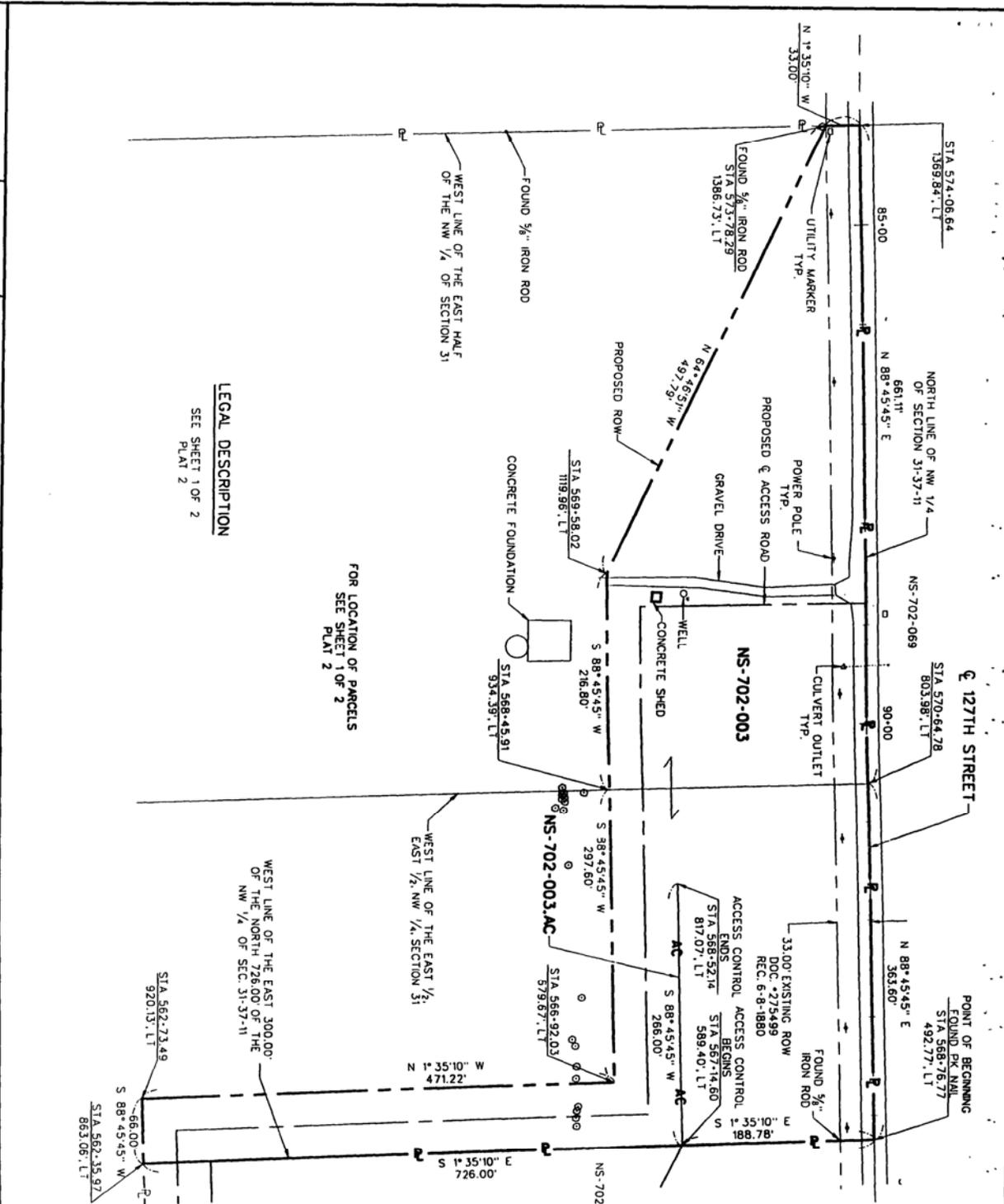
DATE 8-14-95
 SCALE 1"=50'

ENGINEERING CONSULTANTS
BOWMAN BARRETT & ASSOCIATES
 CONSULTING ENGINEERS



CONTRACT CIP-93-702
 ONE AUTHORITY DRIVE
 DOWNERS GROVE, ILLINOIS 60515

NO.	DATE	REVISIONS DESCRIPTION



LEGAL DESCRIPTION
 SEE SHEET 1 OF 2
 PLAT 2

FOR LOCATION OF PARCELS
 SEE SHEET 1 OF 2
 PLAT 2

WEST LINE OF THE EAST 1/2
 OF THE NORTH 726.00' OF THE
 NW 1/4 OF SEC. 31-37-11



LEGEND

- PROPERTY (DEED) LINE
- FENCE LINE
- CENTERLINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED EASEMENT LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- LAND SECTION LINE
- ACCESS CONTROL LINE
- MEASURED DATA
- RECORDED DATA
- SET IRON PIPE WITH RED CAP
- STAMPED W/STHA ROW
- FOUND MONUMENT
- EXISTING BUILDING
- CONIFEROUS TREE
- DECIDUOUS TREE

STATE OF ILLINOIS)
 COUNTY OF COOK)
 I, J.S. A.D.,
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-911

EXHIBIT "A" NS-702-003.AC

PARCEL	ACRES	SO. FT.	PERM. ESMNT	TEMP. ESMNT
NS-702-003	76.658	3,317.78'		
REMAINDER	70.5895	3,074.878'		

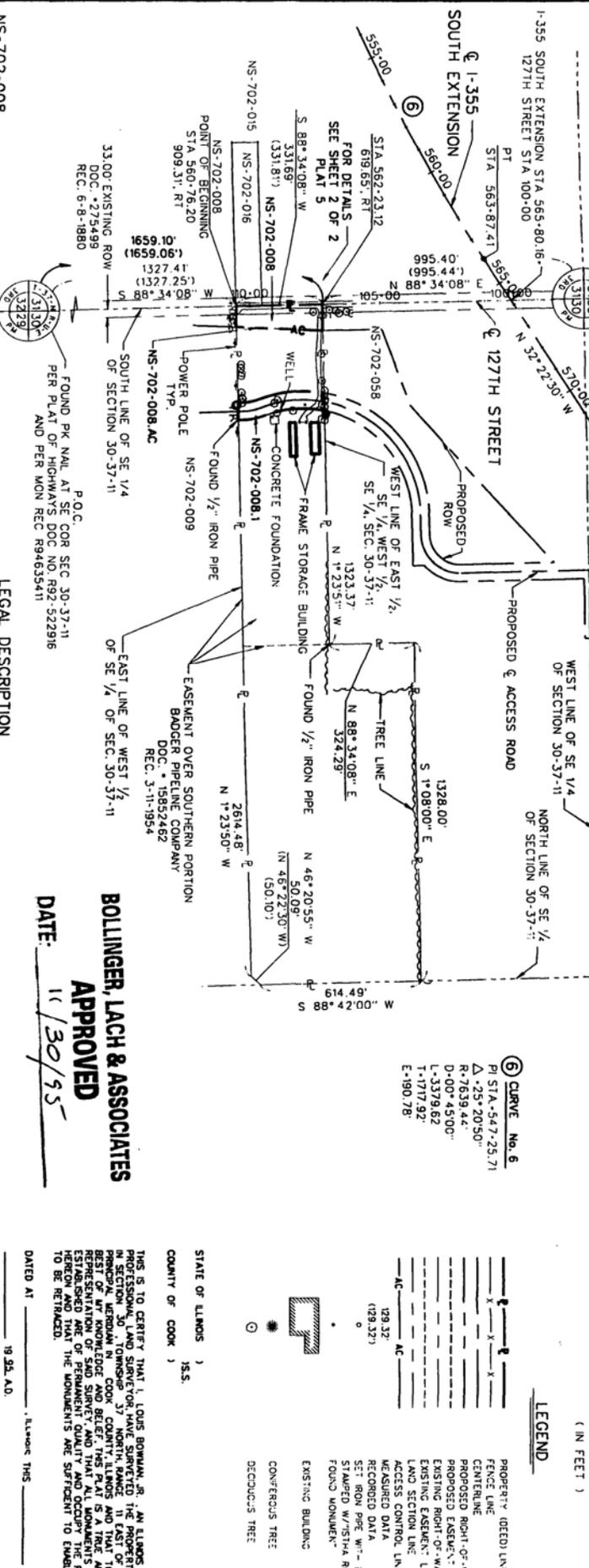
PART OF THE NW 1/4 OF SEC. 31-37-11
 OWNER: MARQUETTE NATIONAL BANK

FOUND PK NAIL AT S 1/4, COR SEC 30-37-11
 PER MON REC 25529900
 PER MON REC R94635414
 127TH STREET STA 97-24.86
 STA 567-21.64, 235.98 LT

FOUND PUNCH N NAIL AT OCCUPIED
 CENTER OF SECTION 30-37-11
 (0.79' N AND 5.35' E OF LEGAL CEN SEC)

GRAPHIC SCALE
 200 0 100 200 400 800
 (IN FEET)

LEGEND
 PROPERTY (OED) LINE
 FENCE LINE
 CENTERLINE
 PROPOSED RIGHT-OF-WAY LINE
 PROPOSED EASEMENT LINE
 EXISTING RIGHT-OF-WAY LINE
 EXISTING EASEMENT LINE
 LAND SECTION LINE
 ACCESS CONTROL LINE
 MEASURED DATA
 129.32'
 (129.32')
 SET IRON PIPE W/ - RED CAP
 STAMPED W/15TH ROW
 FOUND MONUMENT
 EXISTING BUILDING
 CONFERRED TREE
 DECIDUOUS TREE



NS-702-008
 THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 88 DEGREES 34 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 1327.41 FEET TO THE EAST LINE OF SAID WEST HALF; BEING THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 88 DEGREES 34 MINUTES 08 SECONDS WEST, ALONG SAID SOUTH LINE, 3316.9 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID WEST HALF; THENCE NORTH 01 DEGREE 23 MINUTES 51 SECONDS WEST, ALONG SAID WEST LINE, 105.00 FEET; THENCE SOUTH 87 DEGREES 51 MINUTES 09 SECONDS EAST, 332.32 FEET TO SAID EAST LINE; THENCE SOUTH 01 DEGREE 23 MINUTES 50 SECONDS WEST, ALONG SAID EAST LINE, 84.28 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7205 ACRE (31,387 SQUARE FEET), MORE OR LESS OF WHICH, 0.2513 ACRE (10,946 SQUARE FEET) HAS BEEN PREVIOUSLY DEDICATED OR USED FOR PUBLIC RIGHT-OF-WAY.

NS-702-008.1
 THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 88 DEGREES 34 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 1655.10 FEET TO THE WEST LINE OF SAID WEST HALF; THENCE NORTH 01 DEGREE 23 MINUTES 51 SECONDS WEST, ALONG SAID WEST LINE, 348.35 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 01 DEGREE 23 MINUTES 51 SECONDS WEST, ALONG SAID WEST LINE, 417.00 FEET CONCAVE TO THE NORTH; THENCE EAST 08 DEGREES 08 MINUTES 08 SECONDS EAST, ALONG SAID EAST LINE, 230.02 FEET TO THE POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE 230.02 FEET RADIUS, BEING THE POINT OF BEGINNING, CONTAINING 0.2513 ACRE (10,946 SQUARE FEET), MORE OR LESS OF WHICH, 0.2513 ACRE (10,946 SQUARE FEET) HAS BEEN PREVIOUSLY DEDICATED OR USED FOR PUBLIC RIGHT-OF-WAY.

NS-702-008 AC
 AN ACCESS CONTROL LINE ACROSS THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 88 DEGREES 34 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 1659.10 FEET TO THE WEST LINE OF SAID WEST HALF; THENCE NORTH 01 DEGREE 23 MINUTES 51 SECONDS WEST, ALONG SAID WEST LINE, 105.00 FEET TO THE POINT OF BEGINNING OF SAID ACCESS CONTROL LINE; THENCE SOUTH 87 DEGREES 51 MINUTES 09 SECONDS EAST, 332.32 FEET TO THE EAST LINE OF SAID WEST HALF AND THERE SAID ACCESS CONTROL LINE TERMINATES.

DRAWN BY TJS DATE 11-27-1995
 CHECKED BY CS SCALE 1"=200'

ENGINEERING CONSULTANT
 BOWMAN, BARRETT & ASSOCIATES
 CONSULTING ENGINEERS
 CONTRACT
 CIP-93-702
 THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 ONE AUTHORITY DRIVE
 DOWNERS GROVE, ILLINOIS 60515

LEGAL DESCRIPTION
 BOLLINGER, LACH & ASSOCIATES
 APPROVED
 DATE: 11/30/95

THIS IS TO CERTIFY THAT I, LOUIS BOWMAN, JR., AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED THE PROPERTY SHOWN HEREOF IN SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT ALL MONUMENTS FOUND OR ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN HEREOF AND THAT THE MONUMENTS ARE SUFFICIENT TO EMERGE THE SURVEY TO BE REINFORCED.

DATED AT _____, ILLINOIS THIS _____ DAY OF _____, 1995, A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-1911
 NS-702-008
 NS-702-008.1
 NS-702-008 AC

EXHIBIT "A" NS-702-008 AC

PARCEL	ACRES	SO. FT.	TYPE OF TAKE	TEMP. ESMNT	PERM. ESMNT
NS-702-008	29.9566	1304.917			
NS-702-008.1	0.7205	31.387		X	
NS-702-008.1	0.5101	22.220		X	
REMAINDER	28.7262	1231.316			

NO.	DATE	DESCRIPTION	REVISIONS

PLAT OF THE SE 1/4 OF SEC. 30-37-11
 PART OF THE SE 1/4 OF SEC. 30-37-11
 OWNER TRUST "BANK OF COOK" BANK OF COOK
 SHEET 1 OF 2

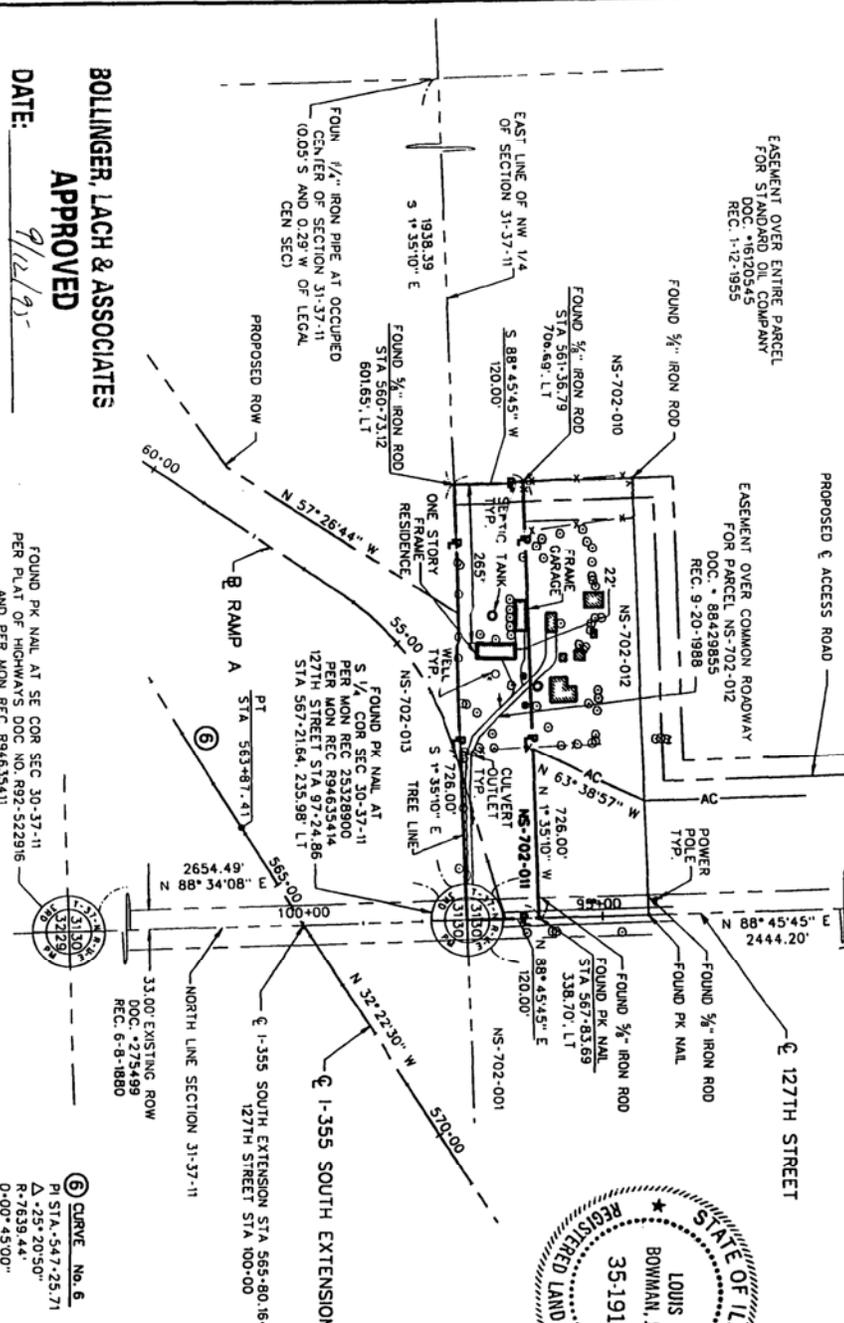
EASEMENT OVER ENTIRE PARCEL FOR STANDARD OIL COMPANY
 DOC. #16120545
 REC. 1-12-1955

EASEMENT OVER COMMON ROADWAY FOR PARCEL NS-702-012
 DOC. # 88429855
 REC. 9-20-1988

FOUND 1/2" IRON PIPE AT NE COR SEC 36-37-10 PER COR SEC 36-37-10 PER DOC 24927603 AND PER MON REC R94062220 AND PER DOC R89-64125

FOUND 1/2" IRON ROD AT NW COR SEC 31-37-11 S N 01°28'42" W 21.06'

FOUND 1/2" IRON ROD AT NW COR SEC 31-37-11 PER MON REC 24927603 AND PER MON REC R94062220



BOLLINGER, LACH & ASSOCIATES
APPROVED
 DATE: 9/12/95

LEGAL DESCRIPTION

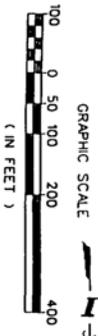
THE EAST ONE HUNDRED TWENTY (120.00) FEET OF THE NORTH SEVEN HUNDRED TWENTY-SIX (726.00) FEET OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 2.0000 ACRES (87,121 SQUARE FEET), MORE OR LESS OF WHICH, 0.0909 ACRE (3,960 SQUARE FEET) HAS BEEN PREVIOUSLY DEDICATED OR USED FOR PUBLIC RIGHT-OF-WAY.

FOUND PK NAL AT SE COR SEC 30-37-11 PER PLAT OF HIGHWAYS DOC NO. R92-522916 AND PER MON REC R94635411

③ CURVE No. 6
 PI STA 547-25.71
 Δ 25° 20' 50"
 R 7639.44'
 0+00 = 49.00"
 L 3379.82'
 T 1717.92'
 E 190.78'



- STATE OF ILLINOIS)
 COUNTY OF COOK)
 15 S.
- THIS IS TO CERTIFY THAT I, LOUIS BOWMAN, JR., AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PROPERTY SHOWN HEREON ACCORDING TO THE RECORDS OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS, AND THAT THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, AND THAT ALL MONUMENTS FOUND ON THE PROPERTY ARE CORRECTLY LOCATED AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.
- DATED AT CHICAGO, ILLINOIS THIS 19th DAY OF SEPTEMBER 1995 A.D.
- Louis Bowman, Jr.*
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-1911
- LEGEND
- PROPERTY (DEED) LINE
 - FENCE LINE
 - CENTERLINE
 - PROPOSED RIGHT-OF-WAY LINE
 - PROPOSED EASEMENT LINE
 - EXISTING EASEMENT LINE
 - LAND SECTION LINE
 - ACCESS CONTROL LINE
 - MEASURED DATA
 - RECORDED DATA
 - SET IRON PIPE WITH RED CAP
 - STAMPED W/STAKE ROW
 - FOUND MONUMENT
 - EXISTING BUILDING
 - CONIFEROUS TREE
 - DECIDUOUS TREE



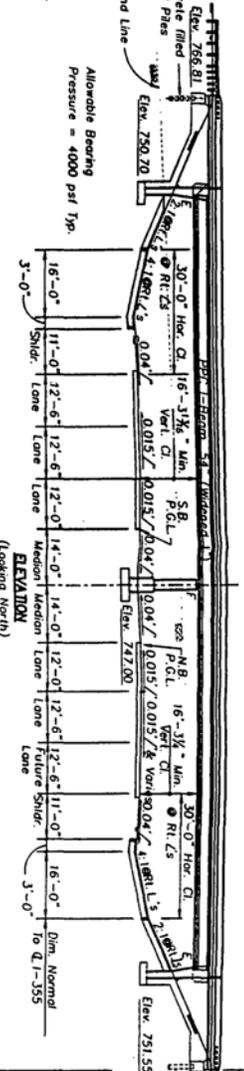
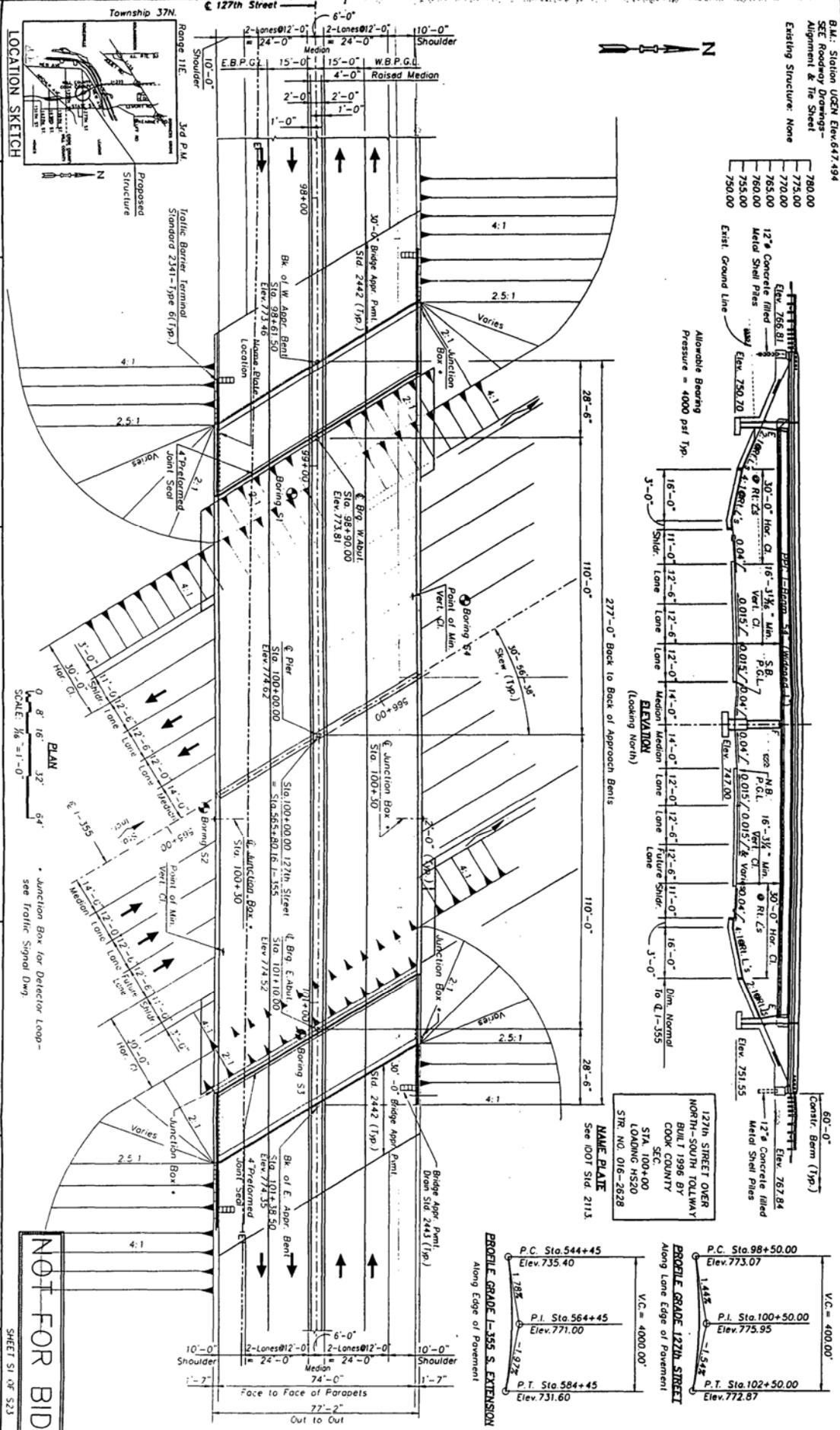
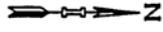
DRAWN BY TJS	DATE 8-17-1995	ENGINEERING CONSULTANT	CONTRACT	NO.	DATE	REVISIONS
CHECKED BY CS	SCALE 1"=100'	BOWMAN, BARETT & ASSOCIATES CONSULTING ENGINEERS	CIP-93-702			
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY				REVISIONS		
ONE AUTHORITY DRIVE DOWNS GROVE, ILLINOIS 60515				NO.	DATE	DESCRIPTION
PLAT OF SURVEY				OWNER CLIBERT & MAXINE ARBENS	PART OF THE NW 1/4 OF SECTION 31-37-11 PLAT NO. 7	SHEET 1 OF 1

PARCEL TOTAL HOLDING	ACRES	SQ. FT.	FEE	TYPE OF TAKE	
				PERM. ESMN'T	TEMP. ESMN'T
NS-702-011	2.0000	87,121	X		
REMAINDER	0	0			

EXHIBIT "A" NS-702-011

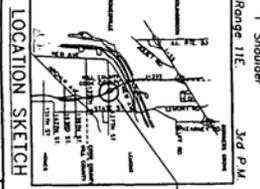
B.M.: Station UCEN Elev. 647.494
 SEE Roadway Drawings -
 Alignment & Its Sheet
 Existing Structure: None

780.00
775.00
770.00
765.00
760.00
755.00
750.00



60'-0" Center Beam (17p)
 12" Concrete filled Metal Shell Piles
 Elev. 767.84
 Elev. 751.55
 127th STREET OVER NORTH-SOUTH TOLLWAY
 BUILT 1986 BY COOK COUNTY SCS
 STA. 100+00
 LANDING H250
 STR. NO. 016-2628

P.C. Sta. 544+45 Elev. 735.40 P.I. Sta. 564+45 Elev. 771.00 P.T. Sta. 584+45 Elev. 731.60 V.C. = 4000.00' PROFILE GRADE 1-355 S. EXTENSION Along Edge of Pavement	P.C. Sta. 98+50.00 Elev. 773.07 P.I. Sta. 100+50.00 Elev. 775.95 P.T. Sta. 102+50.00 Elev. 772.87 V.C. = 4000.00' PROFILE GRADE 127th STREET Along Lane Edge of Pavement
---	--



DRAWN BY S.I.M./J.O.
 CHECKED BY J.P.B./A.R.M.
 DATE 1/4/96
 SCALE
 THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 ONE AUTHORITY DRIVE
 DOWNERS GROVE, ILLINOIS 60515
 CONTRACT CIP-93-702
 127th STREET OVER NORTH-SOUTH TOLLWAY GENERAL PLAN & ELEVATION
 SHEET SI OF 523
 DRAWING NO. 267 OF 432

NOT FOR BID

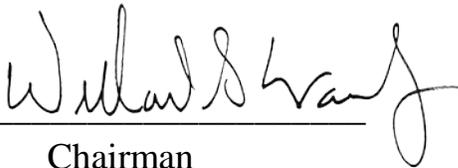
RESOLUTION NO. 21820

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement Addendum with the Board of Trustees of the University of Illinois (“University”) to extend the termination date of the INHS Biological Monitoring Research Project (“Monitoring Project”) from December 31, 2019 to June 30, 2021, with no additional funding. The extension is needed to accommodate shifting demands associated with other Tollway projects that affect the Monitoring Project.

Resolution

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

Approved by: 
Chairman

**FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

This First Intergovernmental Agreement Addendum (“FIRST ADDENDUM”) is entered into 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 BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body politic and corporate of the State of Illinois, hereinafter called the "UNIVERSITY", individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, and the UNIVERSITY entered into an Intergovernmental Agreement (“AGREEMENT”) on March 24, 2015 (Exhibit A) for the UNIVERSITY to evaluate the presence of state and federal endangered or threatened species in association with ILLINOIS TOLLWAY projects (“PROJECT”); and

WHEREAS, the cost for this PROJECT is not to exceed \$7,979,903, and the termination date for this PROJECT is established as December 31, 2019, and the UNIVERSITY requests extending the PROJECT termination date to June 30, 2021 to accommodate shifting demands associated with other ILLINOIS TOLLWAY projects affecting the PROJECT, with no additional cost to the ILLINOIS TOLLWAY; and

WHEREAS, the ILLINOIS TOLLWAY agrees to this request to extend the PROJECT termination date to June 30, 2021 at no additional cost; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the “Toll Highway Act,” 605 ILCS 10/1 is authorized to enter into this FIRST ADDENDUM; and

WHEREAS, the UNIVERSITY by virtue of its powers as set forth in the “University of Illinois Act,” 110 ILCS 305/1 is authorized to enter into this FIRST ADDENDUM; and

WHEREAS, a cooperative FIRST ADDENDUM is appropriate and such a FIRST ADDENDUM 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:

AGREEMENT

- A. All provisions contained in the original AGREEMENT that are not in conflict with this FIRST ADDENDUM shall remain in full force and effect.
- B. Article V, Paragraph E of the AGREEMENT is hereby stricken and replaced with the following:

“E. It is mutually agreed that the estimated budget shall not exceed \$7,979,903 for the term of this AGREEMENT from January 1, 2015 through June 30, 2021.”
- C. Article VII, Paragraph A of the AGREEMENT is hereby stricken and replaced with the following:

“A. The tasks shall be performed beginning January 1, 2015 and shall be completed no later than June 30, 2021.”
- D. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- E. This FIRST ADDENDUM may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- F. This FIRST ADDENDUM shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.
- G. The information contained in the Recital section this FIRST ADDENDUM is agreed to and incorporated in this FIRST ADDENDUM.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Avijit Ghosh
Comptroller

Date: _____

Signature of Comptroller Delegate
Paula Jorge, Assistant Director

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

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
URBANA-CHAMPAIGN**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 24TH day of MARCH AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, a body politic and corporate of the State of Illinois, hereinafter called the "UNIVERSITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY to facilitate the free flow of traffic and further the safety to the motoring public, approved a 15 year Capital Program, "Move Illinois; *The Illinois Tollway Driving the Future*," which includes improvements to new facilities and improvements to existing facilities along the Toll Highway system and are substantially included in multiple ILLINOIS TOLLWAY construction contract(s); and

WHEREAS, the ILLINOIS TOLLWAY desires to continue its relationship with the scientists from the Illinois Natural History Survey (INHS) which is based out of the UNIVERSITY to survey the ILLINOIS TOLLWAY's projects to evaluate the presence of state and federal endangered or threatened species assisting with the expediting and fostering environmental approval permitting with the state and federal resource and regulatory agencies by monitoring for listed species in association with the ILLINOIS TOLLWAY projects and conducting biotic and aquatic surveys throughout the ILLINOIS TOLLWAY's system, hereinafter referred to as the "PROJECT"; and

WHEREAS, the UNIVERSITY has demonstrated the necessary expertise and facilities to perform the above services; and

WHEREAS, the UNIVERSITY has submitted a scope of work and budget for the for the first five (5) years to continue their biological survey and monitoring efforts for the PROJECT, hereinafter referred to as the "PROPOSAL", which is attached hereto as "EXHIBIT A"; and

WHEREAS, the ILLINOIS TOLLWAY and the UNIVERSITY by this instrument, which shall be known for ILLINOIS TOLLWAY recording purposes as 002014-38, desire to determine and establish their respective responsibilities toward monitoring and funding 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 UNIVERSITY by virtue of its powers as set forth in the "University of Illinois Act," 110 ILCS 305/1 *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:

ARTICLE I – Sponsorship/Scope

- A. The ILLINOIS TOLLWAY agrees to sponsor the UNIVERSITY in the continuation of their biological survey and monitoring efforts for the PROJECT.
- B. The scope of work consists of the components as set forth in the proposal titled "Biological Monitoring Associated with Illinois Tollway Construction Activities (2015 – 2019)" submitted by Michael J. Dreslik, Chistopher A. Phillips, and John B. Taft (EXHIBIT A).
- C. The UNIVERSITY is to furnish the personnel, materials, services, facilities and equipment for conducting the continuation of their biological survey and monitoring efforts for the ILLINOIS TOLLWAY.

ARTICLE II – Tasks

- A. The tasks as outlined in this AGREEMENT are detailed in the PROPOSAL that is included herein as EXHIBIT A. The schedule for deliverables of any task shall comply with the PROPOSAL included in EXHIBIT A or as required by the ILLINOIS TOLLWAY.
- B. The tasks shall be in substantial conformance with the PROJECT details of the PROPOSAL

ARTICLE III – Expected Outcomes and Benefits

- A. I-90 Improvements
 - The post-construction assessment of the richness and diversity of amphibians, fishes, mussels, and reptiles at stream crossings sampled in 2012 during the pre-construction survey.

- B. Illinois Route 53 & Illinois Route 120 Corridors
- Conduct corridor surveys for evaluating the presence of state and federal endangered or threatened species and produce necessary conservation plans if incidental take authorizations are required by the Illinois Department of Natural Resources, should the presence of a listed species be discovered within the corridor.
- C. I-355 South Extension
- Provide additional demographic data for the Blanding's Turtle population.
- D. I-294 Improvements
- Determine if performance standards relating to vegetation, composition, structure, and integrity are met in four different bioswale designs.
 - Complete the final survey for the Eastern Massasauga along the I-294 Corridor in 2015 as required by the conservation plan.
 - Determine the floristic quality of the I-294 restoration site.
- E. North Chicago Mitigation Site Monitoring
- Determine whether performance standards relating to vegetation composition, diversity, and integrity are met following habitat management.
 - Assess the changes in species richness and diversity in 2017-2019 from baseline surveys of amphibian, bird, fish, insect, mammal, mussel, and reptile species conducted in 2015-2016.

ARTICLE IV – Deliverables

- A. The research deliverables will include written reports from the UNIVERSITY to the TOLLWAY documenting the findings from the yearly surveys, assessments and monitoring.

ARTICLE V – Financial terms

- A. The ILLINOIS TOLLWAY as sponsor will compensate the UNIVERSITY as outlined in this AGREEMENT and included in the UNIVERSITY'S PROPOSAL.
- B. The funding for the continuation of the biological survey and monitoring efforts shall be provided directly by the ILLINOIS TOLLWAY to the UNIVERSITY.

- C. The UNIVERSITY will be paid based upon its invoice(s) which shall include a detailed description of the services performed, administration costs of performance, and all other charges as contemplated by this AGREEMENT in substantial conformance with the "BUDGET" included in the PROPOSAL.
- D. The UNIVERSITY shall certify in writing, upon presentment of each invoice hereunder, that work as invoiced has been actually performed and that the UNIVERSITY is in fact complying with all other provisions of this AGREEMENT. Invoicing shall be sufficiently itemized to permit the ILLINOIS TOLLWAY or its consultant(s) or cooperating governmental unit(s) to verify performance of the work so invoiced.
- E. It is mutually agreed that the estimated budget shall not exceed \$7,979,903 for the term of this AGREEMENT from January 1, 2015 through December 31, 2019.
- F. To the extent that travel will be required for specific tasks of this AGREEMENT, All travel will be reimbursed according to travel regulations of the UNIVERSITY and in accordance with the PROPOSAL.

ARTICLE VI – Work Product and Documents

- A. The UNIVERSITY shall retain title to equipment and all other items purchased with the funds provided by the ILLINOIS TOLLWAY under this AGREEMENT.
- B. Each PARTY, including its agents and subcontractors to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the other PARTY in the course of carrying out its responsibilities under this AGREEMENT. (Confidential Data). Any form of data resulting from the finished research and development of an innovative structural and material design for CRCP that is generated from any input data of or from the ILLINOIS TOLLWAY shall be considered Confidential Data. For any remaining data, preferably prior to disclosure or transmission of Confidential Data to the receiving PARTY, the disclosing PARTY shall designate the data or information as being confidential. Disclosure of Confidential Data, which shall include, but not be limited to written, oral or visual disclosures, shall not be disclosed except as required by law, without the advanced written approval of the other PARTY. The receiving PARTY must return any and all data collected, maintained, used or resulting from the ILLINOIS TOLLWAY's Confidential Data in the course of the performance of the AGREEMENT at the conclusion of this AGREEMENT, or earlier if requested by the other PARTY. In the alternative, the receiving PARTY may provide written certification of the destruction of the Confidential Data to the other PARTY. The foregoing obligations shall not apply to Confidential Data or information lawfully in the receiving PARTY's possession prior to its acquisition from the disclosing PARTY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing PARTY; now is or later

becomes publicly known through no breach of confidentiality obligation by the receiving PARTY; or is independently developed by the receiving PARTY without the use or benefit of the disclosing PARTY's confidential information. The confidentiality requirements in this Section will not prohibit the UNIVERSITY for publishing as outlined in ARTICLE VI-E.

- C. If the UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose confidential information. The UNIVERSITY will provide prompt notice to the ILLINOIS TOLLWAY, and will not release any documents until at least five (5) business days after providing the ILLINOIS TOLLWAY with notice.
- D. **OWNERSHIP.** Deliverables are those tangible items and the intangible (intellectual) property identified and included in EXHIBIT A. The UNIVERSITY grants the ILLINOIS TOLLWAY shared ownership of all such work product identified and detailed in EXHIBIT A as a Deliverable.
- E. The UNIVERSITY shall have the right to publish or otherwise disclose the results of the biological survey and monitoring efforts without the ILLINOIS TOLLWAY's approval, except for any Confidential Data as defined in ARTICLE VI-B above. Permitted publications and disclosures resulting from this AGREEMENT shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY.
- F. The UNIVERSITY shall furnish to the ILLINOIS TOLLWAY, no later than the time of the final invoice, or within forty-five (45) days of termination of this AGREEMENT, whichever is earlier, a final technical report summarizing the work performed and the results thereof.

ARTICLE VII – Term and Termination

- A. The tasks shall be performed beginning January 1, 2015 and shall be completed no later than December 31, 2019.
- B. Nothing in this AGREEMENT shall be construed to require the PARTIES to contract for services and studies or to preclude the PARTIES from entering into a subsequent Agreement or Agreements as to some or all of the components of Exhibit A, or for other or different studies, consultations or services in relation to the same subject matter of the biological survey and monitoring efforts.
- C. In the event of any termination prior to completion of the biological survey and monitoring, the amount due to the UNIVERSITY from the ILLINOIS TOLLWAY shall not exceed \$7,979,903, the total cost set forth above in ARTICLE V-E. The ILLINOIS TOLLWAY will pay for all costs incurred through the date of termination including all non-cancelable obligations. The UNIVERSITY will furnish to the ILLINOIS TOLLWAY a final report

summarizing the work performed and results thereof, through the date of termination.

ARTICLE VIII – General Provisions

- A. The UNIVERSITY shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY in any project where the ILLINOIS TOLLWAY funds are used in the biological monitoring associated with ILLINOIS TOLLWAY construction activities. Such acknowledgement shall be made in any project reports or presentations.
- B. Neither PARTY will state or imply in any publication, advertisement, or other medium that any product or service bearing the name of the other PARTY, and manufactured, sold or distributed by that PARTY were approved or endorsed by the other PARTY.
- C. Each PARTY shall be responsible for injuries to persons and damages to tangible property to the extent caused by its actions, inactions, errors and omissions, including those of its officers, employees and agents, acting in the scope of their employment or agency in performing this AGREEMENT.
- D. The UNIVERSITY agrees that in the performance of this AGREEMENT for the biological survey and monitoring efforts, the UNIVERSITY including its officers, employees and agents will comply with all applicable state, federal and local statutes, ordinances and regulations.
- E. Each PARTY represents that no person or agency has been employed to solicit, secure or facilitate this AGREEMENT for a commission, percentage, brokerage or contingent fee.
- F. This AGREEMENT may not be assigned or transferred by either PARTY without the prior written consent of the other PARTY.
- G. 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.
- H. Wherever in this AGREEMENT approval or review by either the UNIVERSITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- I. In the event of a dispute between UNIVERSITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Associate Vice Chancellor for Research, Director of Office of Sponsored Programs and Research Administration of the

1901 South First Street, Suite A,
Champaign, Illinois 61820
Attn: Julie McCabe

- Q. The UNIVERSITY certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- R. The UNIVERSITY certifies that neither the UNIVERSITY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- S. Forced Labor. The UNIVERSITY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the ILLINOIS TOLLWAY under this AGREEMENT have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- T. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$31,300.00 and \$20,000.00 for professional and artistic services) the UNIVERSITY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$31,300.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the UNIVERSITY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the UNIVERSITY, the procedures of the ILLINOIS TOLLWAY will be used. The UNIVERSITY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the ILLINOIS TOLLWAY authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.
- U. The UNIVERSITY agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The UNIVERSITY further agrees 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.

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

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

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Walter K. Knorr
Walter K. Knorr, Comptroller

Date: 2/16/15

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: Kristi Lafleur
Kristi Lafleur, Executive Director

Date: 3/24/15

By: Michael Colsch
Michael Colsch, Chief of Finance

Date: 3/11/15

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

Date: 3/5/15

Approved as to Form and Constitutionality

Tiffany I. Bohn AAG 2/27/15
Tiffany I. Bohn, Assistant Attorney General, State of Illinois

UNIVERSITY OF ILLINOIS
AT URBANA - CHAMPAIGN

Office of Sponsored Programs
and Research Administration
1901 South First Street, Suite A
Research Park
Champaign, IL 61820



October 30, 2014

Illinois Toll Highway Authority
ATTN: Bryan Wagner
6700 Ogden Avenue
Downers Grove, IL 60515

U of I REF. NO. 2015-01411
TITLE: Biological Monitoring Associated with Illinois Tollway Construction Activities (2015-2019)
AMOUNT : \$ 7,979,903.00
PERIOD: 1/1/15-12/31/19
PRINCIPAL INVESTIGATOR(s): Michael Dreslik
DEPARTMENT: Illinois Natural History Survey
TYPE OF REQUEST: Revision of original proposal transmitted

Enclosed are copies of the above referenced proposal. This proposal has been approved for submission by the proper University administrative official(s).

Your consideration will be appreciated. Any contract or grant supporting the above described project must be issued in the University's corporate name, The Board of Trustees of the University of Illinois, Urbana, Illinois 61801.

Any questions of a non-technical nature regarding this proposal should be addressed to Geoff Dehler at (217) 333-2187:

Sincerely,

A handwritten signature in cursive script that reads "David W. Richardson".

David W. Richardson
Associate Vice Chancellor for Research
Director of Office of Sponsored Programs and Research Administration
University of Illinois at Urbana - Champaign

DWR: GD

Enclosure

cc: Margaret Wingard



ATTACHMENT TO PROPOSAL TRANSMITTAL LETTER

(The following General Information is provided to assist potential Sponsors. It is recognized some information may not be applicable to this specific proposal and, if inappropriate, should be disregarded.)

1. **The University of Illinois reserves the right to negotiate the terms and conditions of any definitive Contract/Grant which may result from this proposal application. UIUC is a public research university subject to an increasing number of state and federal regulations that are unique to higher education. As a result, most contracts provided by our sponsors require minor revisions before we can legally sign them.**
2. **Any resulting Contract/Grant should be made in the University's legal corporate name, "The Board of Trustees of the University of Illinois", c/o Office of Sponsored Programs & Research Administration, at the address listed below in item 3.**

3. **All contractual correspondence should be mailed to:** **Contractual Signature Authority:**

University of Illinois
Office of Sponsored Programs
& Research Administration (OSPR)
1901 South First Street, Suite A
Champaign, IL 61820
E-mail: gcoaward@uillinois.edu

Walter K. Knorr, Comptroller

4. **General Information, Mailing Instructions, Representations/Certifications, etc: (217) 333-2187**

<u>Proposals/Contracts/Grants</u>	
Lea Hill	(217) 244-7462
Cassie Paul	(217) 244-4765
Kristie Warner	(217) 244-7637

5. **University Contacts related to Proposal Review: PHONE (217) 333-2187 FAX #(217) 239-6830**

Kathy Dams, Assistant Director (217) 244-8212			
Scott Corum	(217) 265-7794	Geoff Dehler	(217) 265-7687
Stephanie Fellmann	(217) 265-7682	Julie McCabe	(217) 244-9029
Holly Mejia	(217) 300-2089	Tim Tuft	(217) 265-7708

6. **Cognizant Federal Admin. Agency:**
Office of Naval Research
230 South Dearborn Avenue, Rm. 380
Chicago, IL 60604-1595
Attn: Administrative Contact
(312) 886-5423; E-Mail: ONR_Chicago@onr.navy.mil

7. **Contract/Grant payments should be mailed to:**
University of Illinois at Urbana-Champaign-Grants & Contracts
PO Box 4610
Springfield, IL 62708-4610
DUNS # 04-154-4081
FEIN # 37-6000.511
Cage Code: 4B808

8. **Authorized Institutional Officials for Submitting Proposal Applications:**
Administrative: Peter Schiffer, Chair
Research Board
Business: David W. Richardson, AVCR/Director, OSPRA

9. **The following research indirect cost rates have been currently negotiated with the Office of Naval Research:**

<u>MTDC Indirect Cost Rate</u>	<u>Graduate Asst. Tuition</u>	<u>Period</u>
58.6%	64.0%	7/1/14 – 6/30/15

Proposal Entitled

**Biological Monitoring Associated with Illinois Tollway
Construction Activities (2015 - 2019)**

For Submission To:

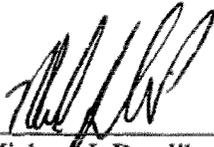
Illinois Toll Highway Authority
ATTN: Bryan Wagner
6700 Ogden Avenue
Downers Grove, Illinois 60515
Email: bwagner@getipass.com

Submitted by:

Michael J. Dreslik, Christopher A. Phillips, and John B. Taft
Prairie Research Institute
Illinois Natural History Survey
1816 South Oak Street
Champaign, IL 61820
Ph. (217) 300-0970
Fax (217) 244-0802

Make Award To: The Board of Trustees of the University of Illinois
c/o Office of Sponsored Programs and
Research Administration
1901 S. First Street, Suite A
Champaign, IL 61820

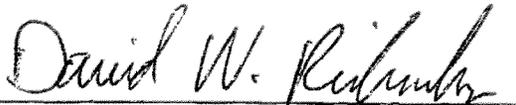
Amount Requested: \$ 7,979,903
Project Period: 1/1/2015 – 12/31/2019



Michael J. Dreslik, Principal Investigator
Illinois Natural History Survey



Geoff Levine, Acting Director
Illinois Natural History Survey



David W. Richardson, AVCR/Director
Sponsored Programs & Research Admin.
University of Illinois



Peter Schiffer
Vice Chancellor for Research
University of Illinois

Biological Monitoring Associated with Illinois Tollway Construction Activities (2015 - 2019)

A Proposal submitted by:

Michael J. Dreslik, Christopher A. Phillips, and John B. Taft

**Illinois Natural History Survey
Prairie Research Institute
University of Illinois Urbana-Champaign
1816 S. Oak Street
Champaign, IL 61820**

SCOPE OF WORK

The Illinois Tollway (Tollway) is undertaking construction of new facilities and improvement of existing facilities following a long-range plan called the “Move Illinois Program”. The Tollway maintains a contract with the Illinois Natural History Survey (INHS) to meet the environmental requirements for construction. From 2015 – 2019, the INHS will continue their biological survey and monitoring efforts for Tollway projects.

PROJECT DETAILS

I-90 IMPROVEMENTS

Post-construction Surveys

We will conduct post-construction and baseline surveys in the corridor for multiple groups of organisms. For post-construction surveys, we will be assessing the richness and diversity of amphibians, fishes, mussels, and reptiles at stream crossings sampled in 2012 during the pre-construction survey (Dreslik *et al.*, 2013). We will conduct the baseline surveys for birds, insects, and mammals (emphasizing bats) within a one-mile buffer of the corridor. The post-construction surveys will be conducted in 2015 and the baseline surveys in 2015 & 2016.

Mussel Survival Study at the I-90 Kishwaukee River Bridge

In May 2013, we captured 100 freshwater mussels representing the two most common species (~ 50 of each) in the Kishwaukee River and released them into an adjacent channel. We have been following their survival for the past two years (Dreslik *et al.*, 2013, 2014). We will continue monitoring survival rates monthly during the warm season. This work will continue from 2015 – 2019 and may potentially expand to include different release methods, variables examined, and sample sizes.

ROUTE 53 & 120 CORRIDORS

Biotic Surveys of Element of Occurrence Records (EORs)

We will conduct field surveys for threatened and endangered species within a one-mile buffer of the Route 53/120 corridors using EOR records from the Illinois Natural Heritage Database. Initial surveys for EOR amphibians, fishes, and reptiles were conducted in 2012 (Dreslik *et al.*, 2013) and in-depth surveys for fishes in the major stream crossings began in 2014. Surveys within the buffer of the corridor will be expanded to include EOR's for birds, insects, mammals, mussels, and plants. From 2015 – 2017, we will conduct a full round of surveys to assess whether threatened and endangered species are present at the EOR locations and/or provide assessments of suitable habitat. Once surveys are completed we will produce the necessary conservation plans if incidental take authorizations are required by the Illinois Department of Natural Resources. Finally, we will conduct additional follow-up surveys and assessments as needed in 2018 & 2019.

I-355 SOUTH EXTENSION

Blanding's Turtle Head-starting Assessment

We will continue to monitor the Blanding's Turtle population and released head-started turtles at the I-355 Des Plaines River bridge. This work continues as a follow-up for the Blanding's Turtle monitoring initiated in 2005 and will provide additional demographic data for the population (Dreslik *et al.*, 2006, 2008, 2011, 2012, 2013). Our monitoring will be biennial occurring in 2015, 2017, and 2019.

I-294 IMPROVEMENTS

Bioswale Monitoring

The goals of this project are to determine if performance standards relating to vegetation composition, structure, and integrity are met in four different bioswale designs. We will sample vegetation during June and September 2015, the fifth full year of monitoring, to determine the effectiveness of bioswale designs for establishing at least 90% vegetation cover. This will be the final year of bioswale monitoring on I-294. As previously (e.g., Taft *et al.* 2014a), we will estimate vegetation cover and plant species richness and integrity with quadrat samples stratified along each bioswale and compile a comprehensive species list for each bioswale. Repeated-measures analysis will be used to examine trends for vegetation performance standards including native species richness, percent cover, and floristic integrity.

Eastern Massasauga Surveys

We will complete the final survey for the Eastern Massasauga along the I-294 Corridor in 2015 as required by the conservation plan. Previous surveys for the Eastern Massasauga were conducted from 2008 – 2010 (Dreslik *et al.*, 2009a, 2010, 2011) and were coupled with a habitat restoration plan (Dreslik *et al.*, 2009b).

Restoration Quality

We will determine the floristic quality of the I-294 restoration site. An initial determination was made one year post-restoration, which indicated Buckthorn re-sprouting was an issue (Dreslik *et al.*, 2010). Because additional habitat has been restored and follow-up management has occurred since 2010, an assessment of the restorations progress is warranted. The assessment will focus on the amount of cover of native and exotic plants and will occur in 2015 and/or 2016.

NORTH CHICAGO MITIGATION BANK MONITORING

Vegetation Monitoring

The goals of this project are to monitor the vegetation response to shrub and tree removal in a native grassland mosaic including remnant tallgrass prairie. Objectives of the monitoring are to determine whether performance standards relating to vegetation composition, diversity, and integrity are met following habitat management. Management activities thus far have included removal of invasive shrubs and saplings (2010-2011), efforts to control invasive herbaceous species, prescribed fire, and localized seeding enhancements. This monitoring is exclusive to non-wetland habitats. As previously (e.g., Taft *et al.* 2014b), vegetation trends among recognized vegetation types will be examined with repeated measures analysis.

Organismal Surveys

We will conduct baseline surveys of the mitigation bank to assess richness and diversity of amphibian, bird, fish, insect, mammal, mussel, and reptile species in 2015 – 2016. Once we acquire a baseline and establish a regimented monitoring regime, we will assess the changes in species richness and diversity from 2017 – 2019.

INCIDENTAL SURVEYS AND ASSESSMENTS

Under certain circumstances the additional need for surveys, assessments, and conservation planning associated with Tollway projects may arise during this scope of work. Given that, we will be available to conduct such work as the need arises for amphibians, birds, fish, insects, mammals, mussels, plants, and reptiles.

BUDGET

	2015	2016	2017	2018	2019	Total
SALARIES & WAGES						
Organismal Coordinator - Ph.D.	\$67,000	\$70,350	\$73,868	\$77,561	\$81,439	\$370,217
Malacologist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Ichthyologist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Ornithologist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Mammalogist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Herpetologist - Post Doc.	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$276,282
Entomologist	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$254,179
Botanical Coordinator - Ph.D.	\$36,808	\$19,324	----	----	----	\$56,132
Botanist 1 - M.Sc.	\$30,053	\$31,556	----	----	----	\$61,609
Botanist 2 - M.Sc.	\$23,490	\$24,665	----	----	----	\$48,155
G.I.S. Specialist	\$15,000	\$15,750	\$16,538	\$17,364	\$18,233	\$82,884
Support Staff	\$22,000	\$23,100	\$24,255	\$25,468	\$26,741	\$121,564
Outreach/Education/Editorial	\$22,000	\$23,100	\$24,255	\$25,468	\$26,741	\$121,564
Graduate Research Assistant 1 ac yr	\$16,983	\$17,832	\$18,724	\$19,660	\$20,643	\$93,842
Graduate Research Assistant 2 ac yr	\$16,983	\$17,832	\$18,724	\$19,660	\$20,643	\$93,842
Graduate Research Assistant 3 ac yr	\$16,983	\$17,832	\$18,724	\$19,660	\$20,643	\$93,842
Graduate Research Assistant 4 ac yr	\$16,983	\$17,832	\$18,724	\$19,660	\$20,643	\$93,842
GRA 1 - summer (no classes)	\$5,661	\$5,944	\$6,241	\$6,553	\$6,881	\$31,281
GRA 2 - summer (no classes)	\$5,661	\$5,944	\$6,241	\$6,553	\$6,881	\$31,281
GRA 3 - summer (no classes)	\$5,661	\$5,944	\$6,241	\$6,553	\$6,881	\$31,281
GRA 4 - summer (no classes)	\$5,661	\$5,944	\$6,241	\$6,553	\$6,881	\$31,281
Non-student hourly	\$85,000	\$89,250	\$93,713	\$98,398	\$103,318	\$469,679
Total Salaries & Wages	\$671,927	\$686,199	\$641,188	\$673,247	\$706,909	\$3,379,470
FRINGE BENEFITS						
Professional @ 39.14%	\$194,272	\$196,422	\$175,197	\$183,956	\$193,154	\$943,001
GRA - ac yr @ 6.19%	\$4,205	\$4,415	\$4,636	\$4,868	\$5,111	\$23,235
GRA - summer (no classes) 13.84%	\$3,134	\$3,291	\$3,455	\$3,628	\$3,809	\$17,317
Non-student hourly @ 7.80%	\$6,630	\$6,962	\$7,310	\$7,675	\$8,059	\$36,635
Total Fringe Benefits	\$208,241	\$211,089	\$190,597	\$200,127	\$210,133	\$1,020,188
Total Salaries, Wages, & Fringe Benefits	\$880,168	\$897,288	\$831,785	\$873,374	\$917,043	\$4,399,658
TRAVEL						
Out of state	\$78,750	\$82,688	\$86,822	\$91,163	\$95,722	\$435,145
In state	\$171,250	\$179,812	\$188,803	\$198,243	\$208,155	\$946,263
Total Travel	\$250,000	\$262,500	\$275,625	\$289,406	\$303,877	\$1,381,408
MATERIALS & SUPPLIES						
General	\$130,000	\$136,500	\$143,325	\$150,491	\$158,016	\$718,332
Total Materials & Supplies	\$130,000	\$136,500	\$143,325	\$150,491	\$158,016	\$718,332
CONTRACTUAL SERVICES						
General	\$90,000	\$94,500	\$99,225	\$104,186	\$109,396	\$497,307
Total Contractual Services	\$90,000	\$94,500	\$99,225	\$104,186	\$109,396	\$497,307
EQUIPMENT (each item \$5000+)	\$150,000	\$25,000	\$26,250	\$27,563	\$28,941	\$257,753
Total Direct Costs	\$1,500,168	\$1,415,788	\$1,376,210	\$1,445,020	\$1,517,271	\$7,254,457
F&A (10%)	\$150,017	\$141,579	\$137,621	\$144,502	\$151,727	\$725,446
Total Proposed Project Budget	\$1,650,184	\$1,557,367	\$1,513,831	\$1,589,522	\$1,668,998	\$7,979,903

BUDGET JUSTIFICATION

SALARY, WAGES, FRINGE BENEFITS

Funds are requested to support ten biologists, four graduate students, and four field assistants. Funds will also provide partial support for GIS and editorial staff. Employees are full and part-time salaried scientists, graduate students, and hourly employees. All fringe benefit rates are in accordance with University mandates and are assessed at 39.14% for salaried staff, 7.80% for hourly staff, 6.19% for graduate students during the academic year, and 13.84% for graduate students during the summer.

Dr. Michael Dreslik, PI, will function as the coordinator of the project, conduct fieldwork, supervise employees, oversee data collection and management, and aid in generating all reports. An 80% portion of Dr. Dreslik's salary and fringe benefits are requested in this proposal.

Dr. Chris Phillips, co-PI, will function as the coordinator and facilitator for the organismal (vertebrate and invertebrate) component of the project. Responsibilities include supervising report production and supervising staff. Dr. Phillip's time is at no cost to the agency.

Dr. John Taft, co-PI, will function as the coordinator for the Terrestrial and Bioswale Monitoring component of the project and overseeing botanical surveys of the proposed Route 53/120 corridor. His commitment will include fieldwork and supervision and coordination of staff involved in vegetation monitoring and surveys, and writing final reports. A 50% portion of Dr. Taft's salary and fringe benefits are requested in this proposal for 2015, and 25% portion of the 2016 salary.

MATERIALS AND SUPPLIES

This project will require field supplies such as weatherproof paper, batteries, vegetation sampling equipment, poles for transects and all other supplies necessary to conduct the projects. The project will also require general consumable office supplies such as printer cartridges, miscellaneous office supplies, and all other supplies necessary to conduct the projects.

TRAVEL

Travel expenses for this project will be for per diem and lodging, and travel to and from field sites and to national meetings or conferences to present the project's results. Expenses will include; mileage expenses while using state, leased, or personal vehicles, fuel and maintenance (includes tires, alignments, rotations, and other automobile repairs) of vehicles purchased with Tollway funds, and airfare.

CONTRACTUAL SERVICES

Auto insurance for vehicles purchased with Tollway funds, computer software, printing and duplicating costs associated with report writing and publication of results in the peer-reviewed literature (page charges, reprints), and registration to national meetings and conferences to report the results of the research are included here.

EQUIPMENT

Equipment funds will be to purchase a new vehicles and boats in 2015 as needed for this project. This project will also require the purchase of items such as electroshocking equipment. In subsequent years, other equipment may be required.

FACILITIES AND ADMINISTRATION (F & A)

10% is assessed on the Total Direct Cost.

LITERATURE CITED

- Dreslik, M. J. and C. A. Phillips. 2006. Monitoring results for the threatened Blanding's turtle (*Emydoidea blandingii*) in the Interstate I-355 south extension (FAP 340) corridor. Illinois Natural History Survey, Center for Biodiversity, Technical Report 2006(1):1-31.
- Dreslik, M. J., C. A. Phillips, and W. J. Banning. 2008. Monitoring of the Blanding's turtle (*Emydoidea blandingii*) at the I-355 Des Plaines River bridge crossing: construction phase. Illinois Natural History Survey Technical Report 2008(11):1-63.
- Dreslik, M. J. and C. A. Phillips. 2009a. Survey for the Eastern Massasauga rattlesnake along the I-294 construction zone, 2008 field season. Illinois Natural History Survey Technical Report 2009(3):1-11.
- Dreslik, M. J. and C. A. Phillips. 2009b. Terrestrial habitat restoration plan for Dam 1 and Portwine Woods Forest Preserves, Cook County, Illinois. Illinois Natural History Survey Technical Report 2009(9):1-43.
- Dreslik, M. J., N. K. Marioni, W. J. Banning, and C. A. Phillips. 2010. Monitoring of the Blanding's Turtle (*Emydoidea blandingii*) at the I-355 Des Plaines River Bridge Crossing: Phase III – Post-Construction Monitoring. Illinois Natural History Survey Technical Report 2010(2):1-153.
- Dreslik, M. J., D. B. Wiley, W. C. Handel, and C. A. Phillips. 2010. Survey for the Eastern Massasauga along the I-294 Construction Zone, Year 2 Search Effort – 2009 Field Season. Illinois Natural History Survey Technical Report 2010(3):1-14.
- Dreslik, M. J., W. J. Banning, N. K. Marioni, and C. A. Phillips. 2011. Monitoring of the Blanding's Turtle (*Emydoidea blandingii*) at the I-355 Des Plaines River bridge crossing: Final Report. Illinois Natural History Survey Technical Report. 2011(3):1-237.
- Dreslik, M. J., D. B. Wylie, W. C. Handel, and C. A. Phillips. 2011. Survey for the Eastern Massasauga along the I-294 construction zone, Year 3 search effort and summary of 2008 – 2010 search effort. Illinois Natural History Survey Technical Report. 2011(2):1-16.
- Dreslik, M. J., C. A. Phillips., A. R. Kuhns, and W. J. Anthonysamy-Banning. 2012. Lessons learned from the herpetological monitoring of Illinois Toll Highway Authority related projects. Illinois Natural History Survey Technical Report. 2012(5):1-15.
- Dreslik, M. J., C. A. Phillips, J. S. Tiemann, S. J. Wylie, and S. M. Jaworski. 2013. Aquatic surveys of the I-90 corridor from Illinois Route 47 to the Kishwaukee River crossing. Illinois Natural History Survey Technical Report. 2013(3):1-38.
- Dreslik, M. J. C. A. Phillips, and J. S. Tiemann. 2014. Annual report of organismal surveys and monitoring for Illinois State Toll Highway Authority Activities – 2013. Illinois Natural History Survey Technical Report. 2014(8):1-35.
- Taft, J. B., C. Carroll-Cunningham, H. L. Grant. 2014a. Year 2013 Results from Vegetation Monitoring in 20 Constructed Bioswales along Interstate 294, from Touhy Avenue to Lake-Cook Road in Cook County, IL. INHS Technical Report 2014(5):1-49.

Taft, J. B., C. Carroll-Cunningham, H. L. Grant. 2014b. Results from 2013 vegetation monitoring in prairie and old field habitats following shrub removal at the North Chicago Wetland Mitigation Site, Lake County, Illinois. INHS Technical Report 2014(13):1-48.

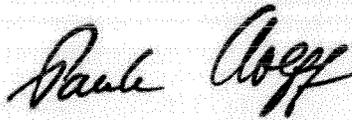
RESOLUTION NO. 20623

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the University of Illinois (“University”) to continue its relationship with the scientists from the Illinois Natural History Survey which is based out of the University to survey the Tollway’s projects to evaluate the presence of state and federal endangered or threatened species, assist with the expediting and fostering environmental approval permitting with the state and federal resource and regulatory agencies by monitoring for listed species in association with Tollway projects, and conduct biotic and aquatic surveys throughout the Tollway’s system. The estimated cost for a five-year term is \$7,979,903.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the University of Illinois in substantially the form attached to this Resolution, which will be for a five-year term in an amount not to exceed \$7,979,903. The Chair or the Executive Director is authorized to execute said agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____
Chair

U of I Use Only

PI Name: Michael Dreslik

Project Title : Biological Monitoring Associated with Illinois Tollway Construction Activities
(2015-2019)

STATE OF ILLINOIS
SPONSORED PROJECT
REQUEST FOR ADDITIONAL INFORMATION

The following information is requested to enable the University of Illinois to comply with State Reporting (Comptroller) and Federal Auditing (OMB Circular A-133) requirements.

1) Please provide the contract number, grant number, or description exactly as your agency would like it to appear on any correspondence (including billings and audit confirmations) involving this award. (Please limit to 16 characters including spaces) RR-15-4228

2) Please provide the Comptroller's Uniform Statewide Accounting System (CUSAS) Fund numbers for the fund (s) from which this award will be paid.
455 55701 7900 0155

3) Please provide your CUSAS Agency Code 557

4) This sponsored agreement is considered (check one) ;

An award Contract for Services

5) Does this sponsored agreement meet the definition of Federal Financial Assistance contained in OMB Circular A-133? yes no

If yes,

A) The name of the Federal Agency providing funds.

B) The federal percentage of amount awarded by your agency to fund this project. _____

*****Special** C) **Catalog of Federal Domestic Assistance (CFDA) Number**

6) Individual completing this form:

Name of Individual BRYAN WAGNER

Telephone Number (630) 241-6800 x 3872

** Please return complete form with signed copy of the Agreement.

RESOLUTION NO. 21821

Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Village of Northbrook (“Village”). The Village requests that the Tollway add the relocation and construction of approximately 534 feet of 12 inch diameter ductile iron water main and insertion of approximately 325 feet of relocated water main into a 24 inch casing pipe under or adjacent to northbound Skokie Boulevard beneath and adjacent to the Edens Spur (I-94) at Skokie Boulevard to the Tollway’s Edens Spur (I-94) rehabilitation and reconstruction project, subject to reimbursement by the Village. The estimated cost of the Village requested work is \$418,200.20. The Village agrees to reimburse the Tollway for the actual cost of the work the Tollway performs on the Village’s behalf, 50 % of which will be paid in advance.

Resolution

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

Approved by: William S. Kravitz
Chairman

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2019, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and the VILLAGE OF NORTHBROOK, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Edens Spur (I-94) from Milepost ("M.P.") 29.0 to M.P. 30.0 (hereinafter sometimes referred to as "Toll Highway"), and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Design Contract # RR-16-4275, and Construction Contract # I-18-4374 by making the following improvements:

M.P. 29.0 to M.P. 30.0 will be totally reconstructed. The existing roadway footprint will be reduced by moving the travel lanes into the grass median and adding a concrete barrier to safely separate traffic. Improvements will consist of replacing all pavements, reconstruction of ILLINOIS TOLLWAY Bridge Nos. 355, 356, 357, 359, and 361, construction of a barrier separated median with stormwater management facilities, upgrading the Intelligent Transportation System, and installing a new lighting system (hereinafter referred to as the "PROJECT"); and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT abandonment of 12 inch diameter cast iron water main, (ILLINOIS TOLLWAY Permit ES64-06) relocation and construction of approximately 534 feet of 12 inch diameter ductile iron water main, and insertion of approximately 325 feet of the relocated water main into a 24" casing pipe under or adjacent to the curb and gutter of northbound Skokie Boulevard, beneath eastbound and westbound I-94 at M.P. 29.6 (hereinafter referred to as the "VILLAGE FACILITIES"); and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to relocate and protect the VILLAGE FACILITIES, subject to reimbursement from the VILLAGE to the ILLINOIS TOLLWAY; and

WHEREAS, subsequent to this AGREEMENT, the VILLAGE agrees to abide by all conditions set forth in ILLINOIS TOLLWAY Permit ES64-06 for VILLAGE FACILITIES located on ILLINOIS TOLLWAY property ; and

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

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

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

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

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

I. ENGINEERING

A. The ILLINOIS TOLLWAY will perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications to construct the PROJECT.

B. The ILLINOIS TOLLWAY will provide preliminary and final design engineering plans and integrate construction relating to the VILLAGE FACILITIES into the PROJECT plans for the VILLAGE to review.

C. The VILLAGE shall review for approval the plans and specifications for the VILLAGE FACILITIES. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the VILLAGE FACILITIES. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.

E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, 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. The 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 acquisition or transfer of property interests is not required between the PARTIES for construction of the PROJECT, or the VILLAGE FACILITIES, 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. As necessary to construct the PROJECT, including the VILLAGE FACILITIES, the ILLINOIS TOLLWAY requires temporary access and use of the VILLAGE's right of way and the VILLAGE shall issue a permit allowing the ILLINOIS TOLLWAY and/or its contractor(s) all temporary use necessary in furtherance of this AGREEMENT. The VILLAGE grants this access to the ILLINOIS TOLLWAY with waiver of all fees and free of any consideration.

III. UTILITY RELOCATION

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

B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.

IV. CONSTRUCTION

A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE 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 and the VILLAGE FACILITIES to be constructed in accordance with the PROJECT and VILLAGE FACILITIES 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 VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.

C. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the construction of the VILLAGE FACILITIES. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the construction of the VILLAGE FACILITIES, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

D. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

E. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of the VILLAGE FACILITIES construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all VILLAGE FACILITIES construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the VILLAGE FACILITIES construction shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois

Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.

B. Except as otherwise identified herein, the VILLAGE agrees to pay all VILLAGE FACILITIES related design engineering, construction engineering, and construction costs.

C. It is mutually agreed by the PARTIES hereto, and depicted in "EXHIBIT A" attached that the estimated cost to the VILLAGE is \$345,620.00 for construction costs, \$17,281.00 (5% of construction costs) for design engineering, \$20,737.20 (6% of construction costs) for mobilization, \$34,562.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$418,200.20.

D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE FACILITIES construction described in the Recital section of this AGREEMENT.

E. The VILLAGE agrees that upon award of the contract for this PROJECT and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 50% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of construction of the VILLAGE FACILITIES, based on final costs.

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

VI. MAINTENANCE - DEFINITIONS

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

B. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

C. "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.

D. "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.

E. 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.

F. 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.

G. 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.

H. 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.

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

VII. MAINTENANCE - RESPONSIBILITIES

A. The ILLINOIS TOLLWAY agrees to maintain I-94 in its entirety.

B. The VILLAGE agrees to maintain, or cause to maintain, the VILLAGE FACILITIES and any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

C. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to VILLAGE FACILITIES as they intersect with ILLINOIS TOLLWAY right-of-way, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct VILLAGE FACILITIES in conjunction with the ILLINOIS TOLLWAY's proposed improvement.

D. In the event the VILLAGE fails to maintain the VILLAGE FACILITIES located beneath eastbound and westbound I-94 in its entirety and the ILLINOIS TOLLWAY is required to maintain the VILLAGE FACILITIES to protect the integrity of the ILLINOIS TOLLWAY's structure from imminent danger, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for the cost of the emergency maintenance plus 10% for overhead within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. During construction, the VILLAGE shall continue to maintain all VILLAGE facilities in the VILLAGE's right of way, within the PROJECT limits that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).

B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

C. 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 VILLAGE FACILITIES.

IX. GENERAL PROVISIONS

A. It is understood and agreed that this is an AGREEMENT between the Village of Northbrook and the Illinois State Toll Highway Authority.

B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer of 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.

F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the construction of VILLAGE FACILITIES, or a dispute concerning the plans and specifications for the construction of the VILLAGE FACILITIES, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the construction of the VILLAGE FACILITIES, the decision of the VILLAGE'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.

G. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.

H. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

I. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6006017 and it is doing business as a governmental entity, whose mailing address is 1225 Cedar Lane, Northbrook, Illinois 60062.

J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

K. 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.

L. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

M. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.

N. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.

O. The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES 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 Illinois Tollway Inspector General, State of Illinois internal auditors, the VILLAGE's auditor, or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.

P. The VILLAGE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway

Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS 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.

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

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

To the VILLAGE: The Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attn: Village Engineer

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

THE VILLAGE OF NORTHBROOK

By: _____
Sandra E. Frum
Village President

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

RESOLUTION NO. 21822
AMENDING RESOLUTION NO. 21753

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 (“Project”). Resolution 21753, as preceded by Resolutions 21724, 21607, 21578, 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942 and 20771 identified specific parcels that were required for Tollway purposes. Resolution 21753 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 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21753, 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 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, closing and making deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, payment of preliminary just compensation, damages, Special Assistant Attorneys General 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 other acquisition costs, fees and expenses.

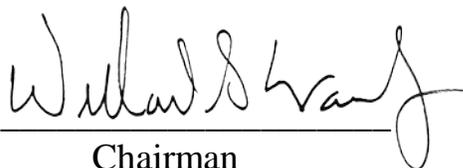
RESOLUTION NO. 21822
AMENDING RESOLUTION NO. 21753

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 the General Counsel and 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 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 other acquisition costs and expenses, not to exceed the sum of \$115,000,000.00.

Approved by: _____



Chairman

05/16/19

6.5/6

RESOLUTION NO. 21822
AMENDING RESOLUTION NO. 21753

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

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

Parcel	PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
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	03-36-204-002	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
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

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

PREVIOUSLY IDENTIFIED PARCELS
PIN NUMBER/OR DESCRIPTION

Parcel	PIN NUMBER/OR DESCRIPTION	County
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, 18-28-500-004, 18-28-200-028 18-28-200-033, 18-27-100-001, 18-28-200-030 18-28-400-004, 18-28-300-055, 18-28-400-006	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, 18-28-300-055 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
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

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PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-009	18-34-102-003	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	18-06-319-001, 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
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

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PREVIOUSLY IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
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
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

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Parcel	PIN NUMBER/OR DESCRIPTION	County
TW-6B-16-003	15-07-104-016	Cook
TW-7-16-019	12-30-300-007	Cook
TW-7-16-045	12-30-301-034	Cook
TW-5-16-011	18-19-102-014	Cook
TW-5-16-012	18-19-102-013	Cook
TW-5-16-013	18-19-102-012	Cook
TW-5-16-014	18-19-102-011	Cook
TW-5-16-015	18-19-102-016	Cook
TW-3A-16-072	08-35-109-012	Cook
TW-3A-16-081	23-01-106-012	Cook
TW-5-16-137	18-18-304-018	Cook
TW-5-16-139	18-19-102-015	Cook
TW-5-16-140	18-18-304-017	Cook
TW-6B-16-002	15-07-104-015	Cook
TW-6B-16-004	15-07-104-004	Cook
TW-6B-16-008	15-06-303-024	Cook
TW-7-16-043	12-20-300-054, 12-20-300-055	Cook
TW-7-16-056	12-16-307-004, 12-16-307-005 12-16-307-027, 12-16-307-032	Cook
TW-7-16-069	12-16-205-021	Cook

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Parcel	ADDED IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION	County
TW-3A-16-066	18-35-407-055	Cook
TW-3B-16-027	18-29-100-003, 18-29-100-027	Cook
TW-3B-16-029	THAT PART OF 71st PLACE 66 FOOT RIGHT OF WAY AS DEDICATED BY PLEASANT VIEW SUBDIVISION, BEING PART OF THE EAST 1171.96 FEET OF THE NORTH 40 ACRES OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1949 AS DOCUMENT NUMBER 14650837	Cook

RESOLUTION NO. 21823

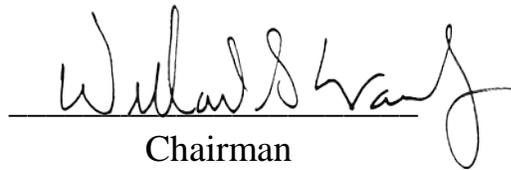
Background

The Illinois State Toll Highway Authority (“Tollway”) negotiated a proposed settlement of Serena Ali v Petar Trbovic, which involves personal injury and property damage claims Serena Ali asserted against defendants including the Tollway. The settlement is recommended by the Tollway’s outside counsel, Lewis, Brisbois, Bisgaard & Smith, LLP. It is in the best interest of the Tollway to move forward with the settlement.

Resolution

Settlement of Serena Ali v Petar Trbovic is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chairman or the Executive Director and the General Counsel are authorized to execute any and all necessary documents to effectuate this settlement as well as to resolve all adjunct legal matters, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman