

## RESOLUTION NO. 20626

**Background**

Consistent with good business practice, and specifically pursuant to Article VII, Section 715 of the Trust Indenture of The Illinois State Toll Highway Authority (“Tollway”), the Tollway is required to obtain insurance coverage for the protection of Tollway property and personnel, as well as for claims of injury and property damage to others. The amounts of coverage have been confirmed as necessary and adequate by the Consulting Engineers to the Tollway.

Pursuant to the applicable provisions of the Illinois Procurement Code and CMS's procurement rules, the Tollway issued a Request for Proposals (RFP# 11-0017) to procure commercial general liability, business auto liability and excess liability insurance policies.

In 2011, the Tollway received a proposal in response to the RFP from USI-Midwest, an insurance broker that included quotations from six different insurance carriers that combine to provide the layers of insurance protection requested in the RFP. The proposal from the insurance carriers was approved by the Board on April 28, 2011 per Resolution No. 19375 and provided for an initial one-year term with the option of four one-year renewals.

It is in the best interest of the Tollway to exercise the fourth one-year renewal option through USI-Midwest in order to maintain these appropriate policies for Tollway operations, including coverage under the Terrorism Risk Insurance Act (TRIA).

**Resolution**

The Insurance Company of the State of Pennsylvania is approved to provide General Liability and Automobile Liability coverage, including coverage under the Terrorism Risk Insurance Act, for the period June 1, 2015 to May 31, 2016, with a primary layer limit of \$20,000,000 per occurrence, \$40,000,000 annual aggregate for non-auto Liability, (subject to a retention of \$500,000 per occurrence), and \$20,000,000 per occurrence for Automobile Liability (subject to a retention of \$250,000 per occurrence).

## RESOLUTION NO. 20626

**Resolution – Continued**

It is acknowledged that USI-Midwest has secured offers from the carriers identified in Resolution No. 19375 to provide layers of excess liability coverage for the period of June 1, 2015 to May 31, 2016 for a combined limit of \$130,000,000 per occurrence and in the aggregate in excess of the primary layer coverage.

All stated policies, related coverages and the broker service fee will be secured for total premiums and fees not to exceed \$997,338.00, including any applicable surplus lines tax; and such liability coverage is approved with all coverage obtained and paid through USI-Midwest.

The Chair or the Executive Director is authorized, subject to the approval of the General Counsel, to execute any and all documents necessary to effectuate said coverage; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20627

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Police Pursuit Vehicles through the Central Management Services ("CMS") master contracts with Morrow Brothers Ford, Inc. and Wright Automotive, Inc. (Tollway Contract No. 15-0036) for an aggregate upper limit of compensation not to exceed \$2,520,129.00 for 92 vehicles. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

**Resolution**

The utilization of the CMS master contracts for the purchase of 92 Police Pursuit Vehicles from Morrow Brothers Ford, Inc. and Wright Automotive, Inc. (Tollway Contract No. 15-0036) is approved in an aggregate amount not to exceed \$2,520,129.00. As may be necessary, the Chair 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 of Finance is authorized to issue warrants in payment thereof.



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

Chair

## RESOLUTION NO. 20628

**Background**

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Web-Based Plan Room and On-Call Printing Services. Pursuant to the Tollway’s Request for Proposals No. 13-0187R, which proposals were evaluated by a selection committee, the Tollway has determined that BHFX, LLC provides the best value for Web-Based Plan Room and On-Call Printing Services for an upper limit of compensation not to exceed \$501,776.08.

**Resolution**

The proposal from BHFX, LLC for the purchase of Web-Based Plan Room and On-Call Printing Services is accepted. Contract No. 13-0187R is approved in an amount not to exceed \$501,776.08. As may be necessary, the Chair 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 of Finance is authorized to issue warrants in payment thereof.

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



Chair


## RESOLUTION NO. 20629

**Background**

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Email Distribution Services (Contract No. 12-0051) from Harland Clarke Corp. (d.b.a. Harland Clarke Digital, SubscriberMail). 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 \$70,999.92 for the purchase of additional Email Distribution Services.

**Resolution**

The renewal option and associated increase to the upper limit of compensation of Contract No. 12-0051 for the purchase of additional Email Distribution Services is approved in an amount not to exceed \$70,999.92 (increase from \$136,700.00 to \$207,699.92). As may be necessary, the Chair 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 of Finance is authorized to issue warrants in payment thereof.

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

Chair

## RESOLUTION NO. 20630

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Red Hat JBoss Software, Maintenance, and Support. Pursuant to the Tollway's Invitation for Bids No. 15-0001, the Tollway has determined that National Tek Services, Inc. is the lowest responsible bidder for Red Hat JBoss Software, Maintenance, and Support for an upper limit of compensation not to exceed \$211,679.00.

**Resolution**

The bid from National Tek Services, Inc. for the purchase of Red Hat JBoss Software, Maintenance, and Support is accepted. Contract No. 15-0001 is approved in an amount not to exceed \$211,679.00. As may be necessary, the Chair 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 of Finance is authorized to issue warrants in payment thereof.



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

Chair

## RESOLUTION NO. 20631

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Miscellaneous Electrical Supplies. Pursuant to the Tollway's Invitation for Bids No. 12-0259R, the Tollway has determined that J.P. Simons & Co. is the lowest responsible bidder for Miscellaneous Electrical Supplies for an upper limit of compensation not to exceed \$66,244.25.

**Resolution**

The bid from J.P. Simons & Co. for the purchase of Miscellaneous Electrical Supplies is accepted. Contract No. 12-0259R is approved in an amount not to exceed \$66,244.25. As may be necessary, the Chair 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 of Finance is authorized to issue warrants in payment thereof.



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

Chair


## RESOLUTION NO. 20632

**Background**

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Computer-Aided Dispatch ("CAD") System Software Maintenance and Enhancements from Infor Public Sector, Inc. as a Sole Source Contract No. 09-0015). The Tollway is authorized to procure the CAD System Software Maintenance pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires this form of procurement to be published at least two weeks prior to entering into a sole source contract. This item was previously presented for public hearing. No interested parties requested a hearing to contest a contract award to Infor Public Sector, Inc. and, with no objections having been noted, it was approved by the State Chief Procurement Officer. 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 \$148,540.71 for the purchase of additional CAD System Software Maintenance and Enhancements.

**Resolution**

The renewal option and associated increase to the upper limit of compensation of Contract No. 09-0015 for the purchase of additional CAD System Software Maintenance and Enhancements from Infor Public Sector, Inc. is approved in an amount not to exceed \$148,540.71 (increase from \$1,109,954.00 to \$1,258,494.71). As may be necessary, the Chair 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 of Finance is authorized to issue warrants in payment thereof.

Approved by:   
Chair



## RESOLUTION NO. 20633

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-14-4203 for Boiler Replacements at Maintenance Sites at Tri-State Tollway (I-294) at Maintenance Facility M-2 (Hillside); Tri-State Tollway (I-94) at Maintenance Facility M-4 (Gurnee); Jane Addams Memorial Tollway (I-90) at Maintenance Facility M-5 (Arlington Heights) and at Reagan Memorial Tollway (I-88) Maintenance Facility M-8 (Naperville). The lowest responsible bidder on Contract No. RR-14-4203 is Voris Mechanical, Inc. in the amount of \$238,343.00.

**Resolution**

Contract No. RR-14-4203 is awarded to Voris Mechanical, Inc. in the amount of \$238,343.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

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



Chair

## RESOLUTION NO. 20634

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-15-9174 for Central Administration Air Handling Unit Replacement at the Tollway Central Administration Building. The lowest responsible bidder on Contract No. RR-15-9174 is The Bowa Group, Inc. in the amount of \$326,799.55.

**Resolution**

Contract No. RR-15-9174 is awarded to The Bowa Group, Inc. in the amount of \$326,799.55, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

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



Chair

## RESOLUTION NO. 20635

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-15-9175 for Dynamic Message Sign and Ramp Queue Detection System on the Tri-State Tollway (I-94) from Milepost 8.4 (Grand Avenue) to Milepost 13.6 (IL 137). The lowest responsible bidder on Contract No. RR-15-9175 is John Burns Construction Company in the amount of \$1,739,243.29.

**Resolution**

Contract No. RR-15-9175 is awarded to John Burns Construction Company in the amount of \$1,739,243.29, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

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



Chair

## RESOLUTION NO. 20636

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-14-5702 for Drainage Structures Cleaning along the Tri-State Tollway (I-294) from Milepost 0.0 (I-394) to Milepost 6.4 (159th Street). The lowest responsible bidder on Contract No. RR-14-5702 is National Power Rodding Inc. in the amount of \$2,901,740.00.

**Resolution**

Contract No. RR-14-5702 is awarded to National Power Rodding Inc. in the amount of \$2,901,740.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

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



Chair

## RESOLUTION NO. 20637

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-14-4175R for Roadway Repairs on the Jane Addams Memorial Tollway (I-90) from Milepost 2.6 (Rockton Road) to Milepost 17.8 (Cherry Valley Interchange). The lowest responsible bidder on Contract No. RR-14-4175R is William Charles Construction Company, LLC in the amount of \$3,324,363.16.

**Resolution**

Contract No. RR-14-4175R is awarded to William Charles Construction Company, LLC in the amount of \$3,324,363.16, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

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

Chair

## RESOLUTION NO. 20638

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-14-4218 for Ramps A & C Construction on the Jane Addams Memorial Tollway (I-90) from Mile Post 20.30 to Mile Post 20.80 at Irene Road. The lowest responsible bidder on Contract No. I-14-4218 is William Charles Construction Company, LLC in the amount of \$6,950,000.00.

**Resolution**

Contract No. I-14-4218 is awarded to William Charles Construction Company, LLC in the amount of \$6,950,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



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

Chair

## RESOLUTION NO. 20639

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-14-5697 for Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 30.3 (Garden Prairie Road) and Milepost 33.3 (Anthony Road). The lowest responsible bidder on Contract No. I-14-5697 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$7,793,822.27.

**Resolution**

Contract No. I-14-5697 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$7,793,822.27, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

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



Chair

## RESOLUTION NO. 20640

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-14-5699 for Bridge Reconstruction and Miscellaneous Repairs on the Reagan Memorial Tollway (I-88) from Milepost 117.75 (Aurora Plaza 61) to Milepost 121.00 (Eola Road) and Veterans Memorial Tollway (I-355) at Milepost 22.75 (Butterfield Road). The lowest responsible bidder on Contract No. I-14-5699 is Herlihy Mid-Continent Company in the amount of \$3,835,500.85.

**Resolution**

Contract No. I-14-5699 is awarded to Herlihy Mid-Continent Company in the amount of \$3,835,500.85, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

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

Chair



## RESOLUTION NO. 20641

**Background**


The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-14-4219R for Fiber Optic System Relocation Systemwide. The lowest responsible bidder on Contract No. RR-14-4219R is Western Utility, LLC in the amount of \$3,798,986.50.

**Resolution**

Contract No. RR-14-4219R is awarded to Western Utility, LLC in the amount of \$3,798,986.50, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by:   
Chair

## RESOLUTION NO. 20642

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-14-4640 for Bridge Construction and Mainline Advance Earthwork on the Illinois Route 390 from Milepost 14.0 (Prospect Avenue) to Milepost 15.3 (Lively Boulevard). The lowest responsible bidder on Contract No. I-14-4640 is Dunnet Bay Construction Co. / Plote Construction, Inc. (JV) in the amount of \$19,977,569.87.

**Resolution**

Contract No. I-14-4640 is awarded to Dunnet Bay Construction Co. / Plote Construction, Inc. (JV) in the amount of \$19,977,569.87, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

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



Chair

## RESOLUTION NO. 20643

**Background**


The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-14-4647 for Roadway and Bridge Rehabilitation on the Illinois Route 390 from Milepost 6.0 (Lake Street U.S. 20) to Milepost 11.2 (Meacham/Medinah Road). The lowest responsible bidder on Contract No. I-14-4647 is R.W. Dunteman Company in the amount of \$17,654,587.06.

**Resolution**

Contract No. I-14-4647 is awarded to R.W. Dunteman Company in the amount of \$17,654,587.06, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

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

Chair

## RESOLUTION NO. 20644

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Upon Request Services, Systemwide, Contract No. RR-14-4199. Milhouse Engineering & Construction, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$600,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineer is authorized to negotiate an agreement with Milhouse Engineering & Construction, Inc. to obtain Design Upon Request Services, Contract No. RR-14-4199, with an upper limit of compensation not to exceed \$600,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

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

Chair

## RESOLUTION NO. 20645

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20147 approved November 21, 2013, entered into an Agreement with Reynolds, Smith & Hills, Inc. on Contract No. RR-13-5660, for Reagan Memorial Tollway (I-88), from Milepost 44.2 (US Route 30) to Milepost 55.1 (US 52)

Reynolds, Smith & Hills, Inc has submitted a proposal to provide Supplemental Design Services for Contract No. RR-13-5660, increasing the contract upper limit by \$599,688.74 from \$3,897,505.77 to \$4,497,194.51. It is necessary and in the best interest of the Tollway to accept the proposal from Reynolds, Smith & Hills, Inc.

**Resolution**

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Reynolds, Smith & Hills, Inc., increasing the contract upper limit for Contract RR-13-5660 by \$599,688.74, consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



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

Chair

## RESOLUTION NO. 20646

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20251 approved on February 27, 2014, entered into Contract No. I-13-4601 with Lorig Construction Company for Roadway Reconstruction and Widening on Elgin O'Hare Expressway (IL 390) from Milepost 11.1 (Meacham Road/Medinah Road) to Milepost. 12.0 (Rohlwing Road). This Extra Work Order is to provide for removing and replacing 820 feet of concrete barrier wall; and the work identified by the contractor is necessary and in the best interest of the Tollway.

**Resolution**

The Extra Work Order in the amount of \$229,049.80, increasing the upper limit of compensation with Lorig Construction Company under the Agreement from \$30,710,264.41 to \$30,939,314.21 on Contract No. I-13-4601 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



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

## RESOLUTION NO. 20647

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20252 approved on February 27, 2014, entered into Contract No. I-13-4602 with F. H. Paschen, S.N. Nielsen & Assoc., LLC for the Rehabilitation and Widening on the Elgin O'Hare Expressway (IL 390) from Milepost 7.6 (IL 19) to Milepost 10.1 (East of Roselle Road). This Change Order is to provide for stockpiling and placement of excess material, and the work identified by the contractor is necessary and in the best interest of the Tollway.

**Resolution**

The Change Order in the amount of \$284,426.00, increasing the upper limit of compensation under the Agreement with F. H. Paschen, S.N. Nielsen & Assoc., LLC from \$45,387,242.51 to \$45,671,668.51 on Contract No. I-13-4602 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by:   
Chair

RESOLUTION NO. 20648

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20207 approved on January 23, 2014, entered into Contract I-13-5686 with Plote Construction, Inc. for Retaining Wall and Noise Wall Construction, on the Jane Addams Memorial Tollway (I-90) from Milepost 56.8 (West of IL 25) to Milepost 59.1 (IL 59). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

**Resolution**

Release of retainage in the amount of \$373,525.13 on Contract No. I-13-5686 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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



## RESOLUTION NO. 20649

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19868 approved on January 14, 2013, entered into Contract No. I-12-4072 with William Charles Construction Company, LLC / Rock Road Companies, Inc., (J V) for Widening and Reconstruction on the Eastbound Jane Addams Memorial Tollway (I-90), from Milepost 17.7 (Mill Road) to Milepost 24.9 (Genoa Road). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage on Contract No. I-12-4072 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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



Chair

RESOLUTION NO. 20650

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20179 approved on December 19, 2013, entered into Contract No. I-13-4164 with Herlihy Mid-Continent Company for Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 31.3 (County Line Road) and at Milepost 35.2 (Harmony-Riley Road). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage on Contract No. I-13-4164 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



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

RESOLUTION NO. 20651

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20003 approved on June 27, 2013, entered into Contract No. RR-13-4125 with Lorig Construction Company for Corridor Repairs / Bridge Rehabilitation on the Tri-State Tollway (I-294) from Milepost 0.0 (394) to Milepost 48.9 (Willow Road); Tri-State Tollway (I-94) from Milepost 10.5 (IL Route 21) to Milepost 30.0 (Edens Expressway). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage on Contract No. RR-13-4125 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



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

RESOLUTION NO. 20652  
AMENDING RESOLUTION NO. 20586

**Background**

Resolution 20227 amending Resolution 19882 amending Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$160,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 20586 amended Resolution 20493 amended Resolution 20445 amended Resolution 20395 amended Resolution 20368 amended Resolution 20340 amended Resolution 20317 amended Resolution 20273 and Resolution 20191 and Resolution 20157 and Resolution 20130 and Resolution 20086 and Resolution 20048 and Resolution 20018 and Resolution 19986 identified parcels that may need to be acquired by condemnation. Resolution 20493 must be amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1<sup>st</sup> Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20586 identifies added parcels and satisfies this requirement.

**Resolution**

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

RESOLUTION NO. 20652  
AMENDING RESOLUTION NO. 20586

**Resolution – Continued**

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

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

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

3/26/15

6.3/20

RESOLUTION NO. 20652  
AMENDING RESOLUTION NO. 20586

**Resolution – Continued**

A handwritten signature in black ink, appearing to read "Paul Coff". The signature is written in a cursive style with a large, prominent "C" at the end.

Approved by:

\_\_\_\_\_

Chair

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

**PROJECT: RR-11-4011- IDENTIFICATION OF PARCELS**

**ELMHURST INTERCHANGE AND EOWA**

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

**Elmhurst Road Interchange**

**PREVIOUSLY IDENTIFIED**

<u>PARCEL NUMBER</u>	<u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u>
NW-7A-12-001	08-25-302-001
NW-7A-12-002	08-25-300-001
NW-7A-12-008	08-25-100-006, 08-25-101-004, 08-25-101-005, 08-25-102-015, 08-25-102-017, 08-25-103-004, 08-25-100-005, 08-25-101-003
NW-7A-12-010	08-24-304-015
NW-7A-12-011	08-24-304-005, 08-25-304-006
NW-7A-12-013	08-24-304-002, 08-24-304-003, 08-24-304-004, 08-24-304-009, 08-24-304-010, 08-24-304-013, 08-24-304-014
NW-7A-12-016	08-24-304-001
NW-7A-12-018	08-26-411-008, 08-26-411-006 & 08-26-411-010
NW-7A-12-019	08-26-411-009, 08-26-411-013
NW-7A-12-021	08-26-401-038
NW-7A-12-022	08-26-401-031
NW-7A-12-023	08-26-401-030 & 08-26-401-039
NW-7A-12-034	08-26-201-030
NW-7A-12-035	08-26-201-018
NW-7A-12-036	08-26-201-024
NW-7A-12-037	08-23-402-012
NW-7A-12-038	08-23-402-014
NW-7A-12-039	08-23-402-004, 08-23-402-005, 08-23-402-006, 08-23-402-013
NW-7A-12-040	08-26-401-024, 08-26-401-037, 08-26-401-040 & 08-26-400-009
NW-7A-12-041	08-24-303-012
NW-7A-12-043	08-24-303-011
NW-7A-12-044	08-24-303-025 & 08-24-303-026
NW-7A-12-050	08-24-302-021 & 08-24-302-022



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

**Elmhurst Road Interchange**

**PREVIOUSLY IDENTIFIED**

**PARCEL NUMBER**

**COOK COUNTY PIN NUMBER/OR DESCRIPTION**

NW-7A-12-051	08-24-302-023
NW-7A-12-055	08-26-201-027
NW-7A-12-058	08-26-201-009
NW-7A-12-059	08-26-201-008
NW-7A-12-060	08-26-201-006 & 08-26-201-007
NW-7A-12-064	08-23-402-009
NW-7A-12-900	That part of Landmeier Road, as dedicated per the Plat of O'Hare International Center for Business located in the east half of the southeast quarter of section 25, township 41 north, range 11
NW-7A-12-005	08-25-102-011, 08-25-102-016 08-25-102-018, 08-25-103-005
NW-7A-12-033	08-26-201-031
NW-7A-12-025	08-26-200-016, 08-26-200-017, 08-26-201-023
NW-7A-12-032	08-26-201-015 & 08-26-201-025
NW-7A-12-071	COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, 1333.39 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 48 MINUTES 52 SECONDS EAST, ON SAID SOUTH LINE, 65.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON A LINE 65.00 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL WITH SAID WEST LINE, 24.96 FEET TO THE NORTH LINE OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 58 SECONDS WEST, ON SAID NORTH LINE, 65.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST, ON SAID WEST LINE, 25.13 FEET TO THE POINT OF BEGINNING

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1A-12-003	07-34-402-020	Cook
EO-1A-12-004	07-34-407-008	Cook
EO-1A-12-005	07-34-407-009	Cook
EO-1A-12-006	07-34-407-010	Cook
EO-1A-12-007	07-34-407-011	Cook
EO-1A-12-008	07-34-407-012	Cook
EO-1A-12-018	07-34-401-021 07-34-401-022	Cook
EO-1A-12-021	02-01-200-031 02-01-200-032	DuPage
EO-1A-12-023	02-01-400-018	DuPage
EO-1A-12-024	03-06-300-009	DuPage
EO-1A-12-036	07-34-400-025 07-34-400-026	Cook
EO-1A-12-037	07-34-401-013 07-34-400-019 07-34-402-030 07-34-402-024	Cook
EO-1A-12-045	02-01-200-034	DuPage
EO-1A-12-046	02-01-200-035	DuPage
EO-1A-12-047	02-01-200-036	DuPage
EO-1A-12-048	03-06-100-008 03-06-200-001	DuPage
EO-1A-12-049	03-06-100-009 03-06-200-011	DuPage
EO-1A-12-900	That part of Hamilton Parkway in Hamilton Lakes Commerce Center Subdivision in the northeast quarter of section 1, township 40 north, range 10	DuPage

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

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

<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
EO-1A-12-901	That part of a public street lying east of block 8 in unit 2 - the Itasca Industrial Development of the Central Manufacturing District, in section 1, township 40 north, range 10	DuPage
EO-1A-12-902	03-06-300-010	DuPage
EO-1B-12-002	03-06-403-054	DuPage
EO-1B-12-149	03-06-402-008	DuPage
EO-1B-12-150	03-06-402-007	DuPage
EO-1B-12-151	03-06-403-055	DuPage
EO-1B-12-162	03-07-205-015	DuPage
EO-1B-12-163	03-07-217-002	DuPage
EO-1B-12-164	03-07-203-009	DuPage
EO-1B-12-165	03-07-203-010	DuPage
EO-1B-12-166	03-07-217-004 & 03-07-203-003	DuPage
EO-1B-12-167	03-07-217-005 & 03-07-203-004	DuPage
EO-1B-12-168	03-07-217-006 & 03-07-203-005	DuPage
EO-1B-12-169	03-07-217-007 & 03-07-203-006	DuPage
EO-1B-12-170	03-07-217-008 & 03-07-203-007	DuPage
EO-1B-12-171	03-07-217-009	DuPage
EO-1B-12-172	03-07-217-010	DuPage
EO-1B-12-173	03-07-204-002 & 03-07-217-011	DuPage
EO-1B-12-174	03-07-204-003 & 03-07-217-012	DuPage
EO-1B-12-175	03-07-204-004 & 03-07-217-013	DuPage
EO-1B-12-176	03-07-204-005 & 03-07-217-014	DuPage
EO-1B-12-177	03-07-204-006 & 03-07-217-015	DuPage

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

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-178	03-07-204-007 & 03-07-217-016	DuPage
EO-1B-12-179	03-07-204-008 & 03-07-217-017	DuPage
EO-1B-12-180	03-07-204-009 & 03-07-217-018	DuPage
EO-1B-12-181	03-07-217-019	DuPage
EO-1B-12-182	03-07-217-021 & 03-07-217-022	DuPage
EO-1B-12-903	That part of Clover Ridge Lane lying within Clover Ridge Subdivision of part of the southeast quarter of section 6, township 40 north, range 11	DuPage
EO-1A-12-026	03-06-101-015 & 03-06-201-005	DuPage
EO-1B-12-004	03-05-404-003	DuPage
EO-1B-12-005	03-05-404-002	DuPage
EO-1B-12-007	03-05-404-032	DuPage
EO-1B-12-008	03-05-405-030	DuPage
EO-1B-12-011	03-05-405-021	DuPage
EO-1B-12-012	03-05-405-027	DuPage
EO-1B-12-013	03-05-405-028 & 03-05-405-029	DuPage
EO-1B-12-075	03-05-309-001	DuPage
EO-1B-12-078	03-05-300-018	DuPage
EO-1B-12-081	03-05-400-002	DuPage
EO-1B-12-083	03-05-200-028	DuPage
EO-1B-12-084	03-05-400-003	DuPage
EO-1B-12-146	03-05-302-054	DuPage
EO-1B-12-155	03-05-302-073	DuPage
EO-1B-12-156	03-05-403-007, 03-05-403-008 & 03-05-302-072	DuPage
EO-1A-12-058	03-06-400-012, 03-06-400-011, 03-06-400-004	DuPage

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

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1A-12-061	03-06-300-005, 03-06-400-002	DuPage
EO-1B-12-079	03-05-101-017	DuPage
EO-1B-12-091	03-05-402-004	DuPage
EO-1B-12-014	03-04-302-010	DuPage
EO-1B-12-095	03-05-402-011	DuPage
EO-1B-12-152	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-153	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-154	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-904	That part of Park Boulevard as shown on the plat of dedication for parts of a public street to be known as Park Boulevard, being part of sections 5 and 6 in township 40 north, range 11	DuPage
EO-1B-12-908	That part of Prospect Avenue as shown on the plat of Grant to the Village of Itasca, being part of the southwest quarter of section 4 and northwest quarter of section 9, township 40 north, range 11	DuPage
EO-1B-12-062	03-02-401-005	DuPage
EO-1B-12-063	03-02-401-006	DuPage
EO-1B-12-064	03-02-401-002 & 03-11-200-002	DuPage
EO-1B-12-066	03-11-200-006	DuPage
EO-1B-12-068	03-11-202-012 & 03-11-202-013	DuPage
EO-1B-12-069	03-11-202-046	DuPage
EO-1B-12-070	03-11-202-043	DuPage
EO-1B-12-101	03-04-301-009	DuPage
EO-1B-12-102	03-04-101-022	DuPage

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-086	03-05-200-034, 03-05-200-035	DuPage
EO-1B-12-098	That part of lot 8 in Addison Township Supervisor's Assessment Plat No. 15, being part of the east half of Section 5 Township 40 north, Range 11	DuPage
EO-1B-12-183	03-05-404-004	DuPage
EO-1B-12-067	03-11-202-036	DuPage
EO-1B-12-085	03-05-200-030	DuPage
EO-1B-12-134	03-02-400-001	DuPage
EO-1B-12-135	03-02-400-029	DuPage
EO-1B-12-905	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-920	THAT PART OF LOT 3 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-921	THAT PART OF LOT 2 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-025	03-04-406-027	DuPage
EO-1B-12-099	03-05-402-012, 03-04-300-004, 03-04-300-005	DuPage
EO-1B-12-912	THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434	DuPage

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

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-927	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R92-254005 ON DECEMBER 30, 1992, ALSO THAT PART OF ARLINGTON HEIGHTS ROAD AS DESCRIBED IN THE DEDICATION DEED RECORDED FEBRUARY 9, 1939 AS DOCUMENT R1939-396978	DuPage
WA-1D-12-041	12-19-400-159	Cook
WA-1D-12-103	12-19-400-121	Cook
EO-1B-12-024	03-04-402-021	DuPage
EO-1B-12-038	03-03-304-021	DuPage
EO-1B-12-105	03-04-301-002	DuPage
EO-1B-12-907	THAT PART OF PARKSIDE AVENUE AS SHOWN ON LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-911	THAT PART OF MITTEL DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 3, BEING A RESUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 9 AND PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1983 AS DOCUMENT NUMBER R1983-090012	DuPage
EO-1B-12-913	THAT PART OF CENTRAL AVENUE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R73-15596	DuPage
EO-1B-12-915	THAT PART OF SIVERT DRIVE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage

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

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-917	THAT PART LIVELY BOULEVARD AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage
EO-1B-12-918	THAT PART DILLON DRIVE AS DEDICATED AS PART OF O'HARE - THORNDALE CENTER FOR BUSINESS, BEING A RESUBDIVISION IN CHARLES BOESCHE'S DIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION THEREOF RECORDED NOVEMBER 15, 1984 AS DOCUMENT NUMBER R1984-092708	DuPage
EO-1B-12-919	THAT PART EDGEWOOD AVENUE AS DEDICATED AS PART OF THORNDALE BUSINESS PARK IN WOOD DALE, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1984 AS DOCUMENT NUMBER R1984-004337	DuPage
TW-7-12-001	15-06-100-033	Cook
TW-7-12-002	15-06-100-011	Cook
TW-7-12-025	03-36-400-004, 03-36-400-005	DuPage
WA-1D-12-031	12-19-100-061	Cook
WA-1D-12-086	12-20-300-081, 12-20-300-082	Cook
WA-1D-12-104	12-19-400-120	Cook
EO-1B-12-133	03-02-303-008, 03-02-303-010	DuPage
WA-1D-12-060	12-19-100-122	Cook
WA-1D-12-083	12-19-300-015	Cook
WA-1D-12-084	12-19-300-018	Cook
WA-1D-12-085	12-19-300-013	Cook
WA-3D-12-047	08-36-200-003, 08-36-200-004, 08-36-200-005, 08-36-200-006	Cook
EO-1B-12-053	03-02-301-019	DuPage



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

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-056	03-02-301-017	DuPage
EO-1B-12-121	03-03-400-019	DuPage
EO-1B-12-123	03-03-400-028	DuPage
EO-1B-12-033	03-03-302-035, 03-04-403-005, 03-04-403-006	DuPage
EO-1B-12-058	03-02-301-007	DuPage
EO-1B-12-126	03-02-300-019	DuPage
WA-1D-12-011	12-19-400-151	Cook
EO-1B-12-059	03-02-302-005	DuPage
EO-1B-12-106	03-04-400-011	DuPage
EO-1B-12-131	03-02-303-011, 03-02-303-012, 03-02-400-036, 03-02-400-037	DuPage
EO-1B-12-184	03-02-302-006	DuPage
EO-1B-12-185	03-02-304-010, 03-02-304-011	DuPage
WA-1D-12-010	12-19-400-049	Cook
WA-3D-12-048	08-36-200-018, 08-36-200-011, 08-36-200-019, 08-36-200-017	Cook
NW-7B-12-004	08-25-400-007	Cook
EO-1B-12-107	03-04-400-007	DuPage
EO-1B-12-932	THAT PART OF LOT 9 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
EO-1B-12-933	THAT PART OF LOT 8 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage

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

WA-1D-12-006	12-19-400-119	Cook
WA-1D-12-007	12-19-400-117, 12-19-400-167	Cook
WA-1D-12-012	12-19-400-084, 12-19-400-104	Cook
WA-1D-12-014	12-19-400-056	Cook
WA-1D-12-015	12-19-400-150	Cook
WA-1D-12-016	12-19-400-152	Cook
WA-1D-12-080	12-19-400-079	Cook
WA-1D-12-107	12-19-400-168	Cook
WA-1D-12-108	12-19-400-102	Cook

**Elgin O'Hare Western Access    ADDED IDENTIFIED PARCELS**

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-029	03-04-406-023	DuPage
EO-1B-12-129	03-02-304-012, 03-02-300-022	DuPage
EO-1B-12-930	THAT PART OF SUPREME DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1977-102030 ON NOVEMBER 7, 1977	DuPage
NW-7A-12-101	08-36-102-001	Cook
WA-1D-12-048	03-13-406-001, 03-13-403-002, 03-13-509-003	DuPage

## RESOLUTION NO. 20653

**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 North Aurora (“Village”) and Aurora Township (“Township”) in connection with improvements to the Mitchell Road bridge at Ronald Reagan Memorial Tollway I-88, which includes removal and replacement of the bridge. The Village and Township each agree to maintain portions of Mitchell Road, and the Township agrees to maintain the complete deck of the bridge.

**Resolution**

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority, the Village of North Aurora, and Aurora Township in substantially the form attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.



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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,  
THE VILLAGE OF NORTH AURORA  
AND  
THE AURORA TOWNSHIP HIGHWAY DEPARTMENT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 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", THE VILLAGE OF NORTH AURORA, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", and THE AURORA TOWNSHIP HIGHWAY DEPARTMENT, a body politic and corporate of the State of Illinois, hereinafter called the "TOWNSHIP", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Ronald Reagan Memorial Tollway (I-88) (hereinafter sometimes referred to as "Toll Highway") at Mitchell Road, ILLINOIS TOLLWAY Bridge Number 813, and included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract RR-14-5699 (hereinafter referred to as the "PROJECT") by making the following improvements:

Remove the existing four-span bridge and replace the bridge with a longer two-span structure that will accommodate future improvements to I-88. The Mitchell Road Bridge profile will be raised to provide additional vertical clearance over I-88. A widened deck will be provided that will offer 2-12 foot through traffic lane in each direction with an 8 foot shoulder on either side along with a 1 foot 7 inch parapet wall. The approach slabs will be removed and replaced. Drainage for the bridge will be collected by bridge approach shoulder drains placed north of the north approach slab and carried to the base of the roadway embankment through a closed drainage system. The superstructure will be designed to accommodate future sidewalk or bike path construction. Temporary erosion control, grading, landscaping, pavement markings and guardrail upgrades, will be provided, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

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

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

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

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

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

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

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE and the TOWNSHIP by the ILLINOIS TOLLWAY.
- C. The VILLAGE and the TOWNSHIP shall review the plans and specifications which impact the VILLAGE and the TOWNSHIP's maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE and/or the TOWNSHIP within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE and the TOWNSHIP shall mean they agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact their maintained highways. In the event of disapproval, the VILLAGE and/or the TOWNSHIP 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, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all

applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- F. The VILLAGE and the TOWNSHIP 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 or the TOWNSHIP.

## **II. RIGHT OF WAY**

- A. The acquisition or transfer of permanent right of way interests is not required from the VILLAGE or the TOWNSHIP for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in any of the PARTIES property or rights of way which any PARTY may deem necessary for the maintenance and operation of their respective highway systems. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in any PARTIES right of way or of the ILLINOIS TOLLWAY's right of way.
- B. In the event, the ILLINOIS TOLLWAY identifies areas of the VILLAGE's and/or the TOWNSHIP's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the VILLAGE and/or the TOWNSHIP, shall upon the ILLINOIS TOLLWAY's application to the CITY's and/or the TOWNSHIP's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use necessary in furtherance of this AGREEMENT. In addition, the VILLAGE and/or the TOWNSHIP shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees that upon completion of the PROJECT, those lands impacted by the ILLINOIS TOLLWAY or this PROJECT be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the VILLAGE or the TOWNSHIP.

## **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE and the TOWNSHIP, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE and/or TOWNSHIP 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 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 and/or TOWNSHIP jurisdiction, where improvements to

ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE or the TOWNSHIP.

- C. At all locations where utilities are located on VILLAGE or TOWNSHIP rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE and/or the TOWNSHIP 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 and/or the TOWNSHIP for any and all out of pocket cost the VILLAGE and/or the TOWNSHIP may incur in causing the aforementioned utility or utilities to be adjusted.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE and/or the TOWNSHIP shall be submitted to the VILLAGE and/or TOWNSHIP for approval prior to commencing such work. The VILLAGE and/or the TOWNSHIP 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 and/or the TOWNSHIP shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE and/or the TOWNSHIP within thirty (30) calendar days after delivery to the VILLAGE and/or the TOWNSHIP of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE or the TOWNSHIP.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE or the TOWNSHIP, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the VILLAGE and the TOWNSHIP prior to commencement of work on the PROJECT.
- D. The VILLAGE and the TOWNSHIP and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE and/or the TOWNSHIP's system. The VILLAGE and the TOWNSHIP shall assign personnel to perform inspections on behalf of the VILLAGE and/or the TOWNSHIP of all work included in the PROJECT that affects their respective system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

- F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

## **V. FINANCIAL**

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Any PARTY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **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 and the TOWNSHIP.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE and/or the TOWNSHIP.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
  - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
  - 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.



3. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
  1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.

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

**VII. MAINTENANCE - RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain I-88 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, Mitchell Road north of I-88, including the north approach slab, all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- C. The TOWNSHIP agrees to maintain, or cause to maintain, Mitchell Road south of I-88, including the south approach slab, all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., or any work the ILLINOIS TOLLWAY is including in the PROJECT for the TOWNSHIP at their request, in its entirety.
- D. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph \_\_ above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Mitchell Road

1. Type 2 - TOWNSHIP Roadway over ILLINOIS TOLLWAY Right of Way
  - a. The TOWNSHIP has all maintenance responsibility as to the following:
    - All TOWNSHIP right of way and TOWNSHIP 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.
    - The following portions of the grade elevation structure:
    - The wearing surface;

- The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
  - Drainage facilities above structural beams and girders;
  - All lighting except underpass;
  - All TOWNSHIP signals and signs;
  - To the extent not addressed in other intergovernmental agreements to which the TOWNSHIP is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
  - All drainage facilities carrying exclusively TOWNSHIP drainage.
- b. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the TOWNSHIP or the VILLAGE as set forth herein, including but not limited to the following:
- All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
  - All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
  - All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
  - All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
  - All underpass lighting.
- E. 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 Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);
- F. 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 TOWNSHIP 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 TOWNSHIP.

- G. In the event the TOWNSHIP must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the TOWNSHIP, shall assist in the coordination of any required lane closures on I-88 to perform such maintenance work.
- 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.

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

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within the respective PARTIES right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the respective PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of that PARTY.
- C. All PARTIES 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 any PARTY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

#### **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Aurora Township Highway Department, the Village of North Aurora and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-88. The VILLAGE shall retain jurisdiction of Mitchell Road north of I-88 traversed or affected by I-88 and the TOWNSHIP shall retain jurisdiction of Mitchell Road south of I-88 and the Mitchell Road Bridge deck as stated above. For the

purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each respective PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the VILLAGE Engineer and the Highway Commissioner of the TOWNSHIP shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's or the TOWNSHIP's maintained highways, or a dispute concerning the plans and specifications for the work to be done on the VILLAGE's and/or the TOWNSHIP's maintained highways, the Chief Engineer of the ILLINOIS TOLLWAY, the VILLAGE Engineer and the Highway Commissioner of the TOWNSHIP shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's and/or the TOWNSHIP's maintained highways, the decision of the VILLAGE Engineer and/or the TOWNSHIP's Highway Commissioner respectively 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 three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.

- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any PARTY 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. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be effective 1) on the date of delivery when hand delivered or sent via electronic mail delivery with proof of transmission, or 2) on the date following placement in the US mail, postage prepaid, by certified mail or by other carrier with overnight mail delivery to the following persons at the following addresses:

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

To the VILLAGE:   The Village of North Aurora  
25 East State Street  
North Aurora, Illinois 60542  
Attn: Village Engineer

To the TOWNSHIP:   Aurora Township Highway Department  
220 Butterfield Road  
North Aurora, Illinois 60542  
Attn: Highway Commissioner

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

(This space intentionally left blank)

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

**THE AURORA TOWNSHIP HIGHWAY DEPARTMENT**

By: \_\_\_\_\_  
John Shoemaker, Highway Commissioner

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

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

Date:

\_\_\_\_\_

**THE VILLAGE OF NORTH AURORA**

By: \_\_\_\_\_  
Dale Berman, Village President

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

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

Date:

\_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

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

Approved as to Form and Constitutionality

---

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

JMR\_IGA\_North Aurora & Aurora Township\_I-88 @ Mitchell Road\_revised012815



## RESOLUTION NO. 20654

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement (“IGA”) with the River Valley Metro, a special transit district serving Kankakee County, the City of Kankakee, and the Villages of Aroma Park, Bourbonnais, Bradley and Manteno (“RVM”). The RVM operates buses on various roads and highways, including the Illinois Tollway.

The Tollway has agreed to provide the RVM with non-revenue generating transponders in exchange for reasonably equivalent non-cash consideration in the form of advertising on RVM vehicles and other public locations. The Tollway will reimburse the RVM for the one-time costs associated with the design, production and installation of bus advertising estimated to cost \$8,000.

**Resolution**

The Chief of Communications and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the River Valley Metro in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chair or the Executive Director is authorized to execute said agreement.

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



Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
RIVER VALLEY METRO MASS TRANSIT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of February, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter referred to as the "ILLINOIS TOLLWAY", and RIVER VALLEY METRO MASS TRANSIT, an Illinois local mass transit district, collectively these entities shall be referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY is an instrumentality and administrative agency of the State of Illinois (605 ILCS 10/1); and

WHEREAS, the RIVER VALLEY METRO MASS TRANSIT is an Illinois local mass transit district formed in 1998 and currently serves Kankakee County, the City of Kankakee, and the Villages of Aroma Park, Bourbonnais, Bradley and Manteno; and

WHEREAS, RIVER VALLEY METRO MASS TRANSIT operates buses on various roadways, including ILLINOIS TOLLWAYS;

WHEREAS, the RIVER VALLEY METRO MASS TRANSIT, a governmental entity performing a public transportation service, has requested that it be relieved of paying the tolls associated with its bus operations on the ILLINOIS TOLLWAY; and

WHEREAS, RIVER VALLEY METRO MASS TRANSIT currently generates approximately \$6,000 in annual ILLINOIS TOLLWAY toll transactions; and

WHEREAS, the ILLINOIS TOLLWAY's agreement with its bondholders prohibits free passage on its system. See 605 ILCS 10/19(c) and Section 714 of the Trust Indenture; and

WHEREAS, the PARTIES have agreed that instead of making cash toll payments to the Illinois Tollway for the use of its system, that RIVER VALLEY METRO MASS TRANSIT will compensate the agency with non-monetary consideration of comparable value; and

WHEREAS, the ILLINOIS TOLLWAY and RIVER VALLEY METRO MASS TRANSIT by this instrument, desire to determine and establish their respective responsibilities toward the transit agencies' use of the Tollway and its corresponding consideration for the benefit of the Tollway; 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, RIVER VALLEY METRO MASS TRANSIT by virtue of its powers as set forth in the Local Mass Transit District Act, 70 ILCS 3610/1, *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:

- 1) The ILLINOIS TOLLWAY shall permit RIVER VALLEY METRO MASS TRANSIT to generate non-revenue toll transactions in exchange for non-monetary consideration of approximately equal value, which may include marketing for the Tollway or otherwise utilizing River Valley Metro assets for the benefit of the Tollway.
- 2) The consideration being contemplated by the parties may include, but shall not be limited to the following:
  - i. A hyperlink on the RIVER VALLEY METRO MASS TRANSIT website linked to a dedicated page that speaks about the ILLINOIS TOLLWAY. If this option is pursued, the Illinois Tollway will provide copy and graphics to support the Illinois Tollway page.
  - ii. Bus wrap on the back and/or sides of buses using the Tollway. Alternatively, bumper stickers may be affixed to the back side of buses. If the wrap option is agreed upon, subject to the Tollway’s advance approval of the bus wrap artwork and associated pricing, the RIVER VALLEY METRO MASS TRANSIT will take the necessary steps to procure the wrap and the associated installation. The TOLLWAY shall reimburse the RIVER VALLEY METRO MASS TRANSIT for all costs associated with the design, production and installation of the approved bus wrap produced for the benefit of the TOLLWAY.
  - iii. A web button for the ILLINOIS TOLLWAY on the RIVER VALLEY METRO Midway Commuter Map Page.
- 3) Upon final approval and execution of this IGA, as consideration for the non-revenue transponders, the RIVER VALLEY METRO MASS TRANSIT intends to make its buses available to the ILLINOIS TOLLWAY for the installation of Tollway promotional wrap. The RIVER VALLEY METRO MASS TRANSIT charges its commercial advertisers \$1,000 per month (\$12,000 per year) to affix similar wrap to the exterior of its buses.
- 4) The RIVER VALLEY METRO currently generates approximately \$6,000 in non-revenue toll transactions during a calendar year. In the event the non-revenue transactions exceed

\$12,000 in annual value, the PARTIES agree to meet to discuss, and if necessary re-negotiate the consideration provided by RIVER VALLEY METRO MASS TRANSIT.

- 5) The TOLLWAY shall maintain records of RIVER VALLEY METRO MASS TRANSIT DISTRICT'S use of the Tollway system, which shall be made available to the RIVER VALLEY METRO MASS TRANSIT upon request.
- 6) The term of this Intergovernmental Agreement shall be February 1, 2015 through January 31, 2020. By the mutual agreement of the PARTIES, this Intergovernmental Agreement may be renewed.
- 7) The below signatories represent and certify that they have the requisite authority to bind their respective transportation agency.

AGREED:

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

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

**RIVER VALLEY METRO MASS TRANSIT**

By: \_\_\_\_\_  
Robert Hoffmann, Managing Director

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

Approved as to Form and Constitutionality

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

## RESOLUTION NO. 20655

**Background**

It is in the best interest of the Tollway and Northern Illinois University (“University”) to enter into an Intergovernmental Agreement (“IGA”) providing for the transfer of 25 Tollway owned computers to the University. The Tollway recently replaced and upgraded some of the computers in District 15’s Police vehicles rendering the computers at issue in this IGA of little or no use or value to the Tollway. The University has indicated that it currently does not have any computers in its squad cars and would be able to put the Tollway’s excess computers to use. In exchange for the computers and associated hardware, the University has agreed to provide the Tollway with reasonably equivalent value in the form of advertising space in its University newspaper.

**Resolution**

The Chief of Information Technology and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and Northern Illinois University in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chair or the Executive Director is authorized to execute said agreement.



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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND  
NORTHERN ILLINOIS UNIVERSITY**

This AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter referred to as the "TOLLWAY", and Northern Illinois University (hereinafter referred to as the "University").

WHEREAS, approximately ten years ago, the Tollway purchased Panasonic computers for use in its District 15 Illinois State Police vehicles; and

WHEREAS, many of the computers have been replaced with more modern, updated police computers; and

WHEREAS, there are approximately twenty-five (25) Tollway owned computers that have been replaced and are no longer of use to the Tollway; and

WHEREAS, the University does not currently have computers in its patrol vehicles and has indicated that it has a use for the retired Tollway/State Police computers in its vehicles; and

WHEREAS, the Tollway and the University by this instrument intend to outline their respective responsibilities with respect to the transfer of the computers and the associated hardware and software; and

WHEREAS, the TOLLWAY is granted authority to enter into agreements and contracts in furtherance of its statutory purpose (605 ILCS 10/8); and

WHEREAS, the University is granted authority to enter into contracts pursuant to the Northern Illinois University Law (110 ILCS 685/30-40); and

WHEREAS, the TOLLWAY and the ISP are Illinois governmental entities which are subject to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and are authorized to mutually cooperate in providing services to the public.

WHEREAS, the Parties agree as follows:

- 1) The Tollway agrees to provide the University with 25 Panasonic Model 29 computers with the hard drives wiped clean, plus the power cords and manufacturer installed software. The University accepts such computers on an as-is basis with no warranty by the Tollway of any kind as to condition, functionality, or fitness for a particular purpose.
- 2) The Tollway also agrees to provide the University with approximately 10 docking stations which will allow the computers to be mounted in the police vehicles so the computers may be utilized while patrolling in the squad car.

- 3) As reasonable consideration for receiving the aforementioned property, the University agrees to print advertisements in its University newspaper promoting IPASS in consultation with the Tollway's Communications Department.
- 4) The undersigned parties certify that they have the requisite power necessary to enter into this agreement and bind their respective agencies and hereby agree to the terms and conditions of this agreement by affixing their signatures:

Northern Illinois University

Illinois State Toll Highway Authority

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Kristi Lafleur, Executive Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form and Constitutionality

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

## RESOLUTION NO. 20656

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement (“IGA”) with the City of Lockport and the Lockport Township Park District. Pursuant to the terms of this IGA, the Tollway is transferring excess property (encumbered by a reverter clause to ensure such property is used for a public purpose) to the City of Lockport which, through a local developer, will incorporate this property into a public park. Upon completion of the construction of the park, the property will be conveyed to the Lockport Township Park District, which will maintain and operate the facility.

**Resolution**

The Chief of Engineering and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement with the City of Lockport and the Lockport Township Park District in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chair or the Executive Director is authorized to execute said agreement.



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



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,  
THE CITY OF LOCKPORT  
AND  
THE LOCKPORT PARK DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 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 CITY OF LOCKPORT, a municipal corporation of the State of Illinois, hereinafter called the "CITY", and the LOCKPORT TOWNSHIP PARK DISTRICT, hereinafter referred to as "PARK DISTRICT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, has improved the Veterans Memorial Tollway (I-355) by extending it from I-55 to I-80 (hereinafter sometimes referred to as "Toll Highway"), and included in ILLINOIS TOLLWAY multiple construction contract(s) (hereinafter referred to as the "PROJECT"); and

WHEREAS, the ILLINOIS TOLLWAY owns real property which was necessary for the construction of the PROJECT and associated improvements, including but not limited to improvements to portions of 143<sup>rd</sup> Street; and

WHEREAS, 143<sup>rd</sup> Street runs through the CITY and the CITY has jurisdiction over the properties adjacent to 143<sup>rd</sup> Street; and

WHEREAS, the ILLINOIS TOLLWAY currently owns properties which fall within the jurisdiction of the CITY and for which the CITY has assumed maintenance responsibilities; and

WHEREAS, it is not anticipated that the ILLINOIS TOLLWAY properties, (hereinafter referred to as the "PROPERTIES"), which are north of 143<sup>rd</sup> Street will be required for Toll Highway maintenance, operations or future construction improvements and therefore are considered excess to the needs of the ILLINOIS TOLLWAY; and

WHEREAS, it is in the best interest of the PARTIES that the ILLINOIS TOLLWAY transfer the PROPERTIES to the CITY for public use; and

WHEREAS, the ILLINOIS TOLLWAY intends to convey the PROPERTIES to the CITY. The CITY will then work with a developer who will incorporate the PROPERTIES into a public park. After the park is constructed, the CITY will then convey the PROPERTIES to the PARK DISTRICT who will manage the park, and

WHEREAS, the ILLINOIS TOLLWAY, the CITY and the PARK DISTRICT by this instrument, which shall be known for ILLINOIS TOLLWAY recording purposes as Number 002014-26, desire to determine and establish their respective responsibilities toward right of way transfers as proposed; and

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

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

WHEREAS, the PARK DISTRICT by virtue of its powers as set forth in the Park District Code 50 ILCS 605/0.001 *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. TRANSFER OF OBLIGATIONS**

- A. The CITY agrees to accept conveyance from the ILLINOIS TOLLWAY of the PROPERTIES listed below, and as shown and described on the attached "Exhibits".
- B. The PROPERTIES, to be conveyed are under the maintenance and jurisdiction of the CITY or within the CITY's jurisdictional boundaries (CITY limits), were acquired by the Illinois Department of Transportation (IDOT) for improvements to 143<sup>rd</sup> Street.
- C. The PROPERTIES are now owned by the ILLINOIS TOLLWAY and have the following Parcel numbers (PARCELS) as identified on the Exhibits as provided herein:
  - 1. NS-703-077EX - north of 143<sup>rd</sup> Street
  - 2. NS-703-079EX – north of 143<sup>rd</sup> Street

The PROPERTIES' legal descriptions are attached at Exhibits A-1 and A-2, the plats of survey are attached as Exhibits B-1, B-2 and B-3, and an aerial photograph is attached as Exhibit C.

- D. The PARTIES mutually agree to cooperate in securing necessary approvals, if any, from IDOT and any other agencies required for the transfer of jurisdiction and ownership including any future transfer and conveyance of the PROPERTIES. Furthermore, the PARTIES agree to cooperate in preparing such documents as may be necessary and

convenient to complete the conveyance of the PROPERTIES. The ILLINOIS TOLLWAY's excess property disposal and transfer is subject to the approval of the FHWA pursuant to 23 CFR 710.409.

## **II. CONSIDERATION**

- A. The PARTIES agree that this conveyance is made in the furtherance of good will between the PARTIES and in consideration, the CITY and the PARK DISTRICT agree to assume and accept the responsibilities and duties associated with the ownership of the PROPERTIES including, but not limited to maintenance, public use and ownership.

## **III. CONVEYANCE OF PROPERTIES**

- A. The CITY agrees to accept conveyance of the PROPERTIES from the ILLINOIS TOLLWAY via a Quit Claim Deed.
- B. The ILLINOIS TOLLWAY shall convey the PARCELS to the CITY with the following understanding and conditions:
  - 1. It is understood that the aforementioned PARCELS were conveyed to the ILLINOIS TOLLWAY by IDOT and include a reverter clause. The reverter clause included in the deed consists of the following: "Pursuant to 23 CFR 710.409(d), failure to continue public ownership and use of the above described property shall cause the property to revert back to the Illinois Department of Transportation."
  - 2. It is understood that the above referenced reverter clause runs with the property and applies to subsequent owners of the PROPERTIES.
  - 3. In the event any portion of the PROPERTIES are required in the future for Toll Highway improvements, the CITY or the PARK DISTRICT will re-convey those portions of the PROPERTIES to the ILLINOIS TOLLWAY upon demand and at no cost to the ILLINOIS TOLLWAY.
  - 4. In the event any portion of the PROPERTIES are to be conveyed, sold or vacated, the CITY or the PARK DISTRICT will provide the ILLINOIS TOLLWAY and IDOT with advance written notice and in full compliance with 23 CFR 710.409.
  - 5. All future deeds conveying title to the PROPERTIES, including the quit claim deed from the ILLINOIS TOLLWAY to the CITY and from the CITY to the PARK DISTRICT shall contain the following covenants: 1) "Pursuant to 23 CFR 710.409(d), failure to continue public ownership and use of the above described property shall cause the property to revert back to the Illinois Department of Transportation" and 2) "the Grantee, their successors and assigns agree not to build or cause to be built or erected upon the subject property any advertising sign or structure directed, whether in whole or part, to users or patrons on the adjacent toll highway or any structure that in the opinion of the

Chief Engineer of the Illinois State Toll Highway Authority, Grantor, would in any way interfere with the safe operation of the Illinois State Toll Highway Authority system.”

#### **IV. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the City of Lockport, the Lockport Township Park District and the Illinois State Toll Highway Authority.
- B. In the event of a dispute between CITY, the Park District and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Mayor of the CITY and the Executive Director shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT in reference to the PROPERTIES, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- C. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- D. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- E. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- F. The failure by the ILLINOIS TOLLWAY, the CITY or the Park District 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, the CITY or the Park District unless such provision is waived in writing.
- G. 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.
- H. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the CITY:

The City of Lockport  
222 East 9<sup>th</sup> Street  
Lockport, Illinois 60441  
Attn: Mayor

To the PARK DISTRICT:

The Lockport Township Park District  
1911 Lawrence Ave.  
Lockport, Illinois 60441  
Attn: Executive Director

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

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

**THE CITY OF LOCKPORT**

By: \_\_\_\_\_  
Steven Streit, Mayor

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

\_\_\_\_\_

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

Date:

**THE LOCKPORT TOWNSHIP PARK DISTRICT**

By: \_\_\_\_\_  
Sue Micklevitz, Executive Director

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

\_\_\_\_\_

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

Date:

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

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

By: \_\_\_\_\_  
Michael Colsch, Chief of Finance

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

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

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

Approved as to Form and Constitutionality

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

JMR\_IGA\_Lockport\_I-355 Excess Land\_Revised 030615

## RESOLUTION NO. 20657

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into a General Utility Agreement with BP Products North America, INC. (“BP Products”). This Agreement defines the processes and procedures required to identify, design, construct and make payments for the relocation, removal or protection of BP Products’ pipelines and associated facilities that conflict with current and future Tollway Improvements.

**Resolution**

The Chief of Engineering and the General Counsel are authorized to negotiate and prepare an Agreement between the Illinois State Toll Highway Authority and BP Products in substantially the form of the Agreement attached to this Resolution. The Chair or the Executive Director is authorized to execute said agreement.



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

**GENERAL PIPELINE RELOCATION AGREEMENT BETWEEN**

**THE ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY**

**AND**

**BP PRODUCTS NORTH AMERICA INC.**

---

**THIS AGREEMENT**, (hereinafter referred to as the “AGREEMENT”) is entered into this \_\_\_ day of \_\_\_\_\_, 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 BP PRODUCTS NORTH AMERICA INC. a Maryland corporation, (hereinafter, for convenient reference called the “UTILITY”), individually referred to as “PARTY” and collectively referred to as “PARTIES”

**WITNESSETH**

**WHEREAS**, it may become necessary for the ILLINOIS TOLLWAY to construct new toll highway routes or improve the existing toll highway in the future (hereinafter referred to as the “PROJECT” or “PROJECTS”); and

**WHEREAS**, The UTILITY owns, operates and maintains Petroleum Pipeline Facilities and/or structures, including but not limited to natural gas pipelines, oil pipelines, refined products pipelines, electricity, communication/data lines, etc. (hereinafter called the “FACILITY” or “FACILITIES”), in or about the area to be traversed by the PROJECTS, or future improvements, and may have interests in lands and right-of-way, where portions of which may or will interfere with the construction, operation or maintenance of the toll highway, and it is necessary that portions of said FACILITIES which interfere be protected, adjusted, relocated, modified or removed (hereinafter



referred to as the “MODIFICATIONS” or with reference to “Modify”) to avoid conflict with the PROJECT; and

**WHEREAS**, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002014-05; intend to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT; and

**WHEREAS**, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the “Toll Highway Act,” 605 ILCS 10/11 *et seq.* (hereinafter referred to as the “ACT”) is authorized to enter into this AGREEMENT; and

**WHEREAS**, in accordance with the ACT the ILLINOIS TOLLWAY shall enter into agreements to modify and/or relocate FACILITIES which the ILLINOIS TOLLWAY determines interfere with Toll Highway PROJECTS; and

**WHEREAS**, unless the FACILITY is installed pursuant to a Tollway Permit or other agreement where the UTILITY is responsible for the relocation costs, the ACT requires that the ILLINOIS TOLLWAY ascertain and pay all necessary MODIFICATION costs of the UTILITY whose FACILITIES are so ordered. Any and all MODIFICATIONS shall be carried out in accordance with the work order process and approvals required by the provisions of this AGREEMENT; and

**WHEREAS**, it is appropriate and in the best interest of the PARTIES to agree on the manner in which the necessary work to MODIFY the FACILITIES shall be performed, the extent of reimbursable costs and credits due, the method and manner of ascertaining the costs, and payment procedures; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt hereof which is hereby acknowledged, the PARTIES hereto agree as follows:

**I. STATEMENT OF PURPOSE**

It is the intention of the PARTIES that the ILLINOIS TOLLWAY and the UTILITY cooperate so that all utility interferences related to the construction of the PROJECT(S) shall be resolved in a timely manner and to establish a process to identify, design, construct and make payment for the MODIFICATIONS of the FACILITIES in conflict with the proposed PROJECTS.

**II. NOTICE OF INTERFERENCE**

- A.** The ILLINOIS TOLLWAY will from time to time provide the UTILITY with written "Notification of Utility Interference" (NOI), (similar in form to Exhibit "A"), whenever in the opinion of the ILLINOIS TOLLWAY, any MODIFICATION of the FACILITIES appears necessary. Each Notification shall designate a "Utility Job Number" assigned by the ILLINOIS TOLLWAY and include information concerning the location of the FACILITIES to be modified.
- B.** The ILLINOIS TOLLWAY agrees to provide the UTILITY with plans, specifications, survey data, soil borings and other information relating to the PROJECTS as soon as they become available in order to facilitate the design and/or other options of the FACILITIES to eliminate the conflicts which may require MODIFICATIONS as part of the PROJECTS.

**III. OTHER GOVERNMENTAL IMPROVEMENTS**

- A.** This AGREEMENT is not intended to alter the terms of any previously issued permits or prior agreements between the UTILITY and any local government, county, governmental agency or departments relating to utility occupancies or relocations. Improvements to FACILITIES under the jurisdictions of a local

government, county, governmental agency or departments may be required in addition to ILLINOIS TOLLWAY PROJECTS. This work (hereinafter referred to as "OTHER GOVERNMENTAL IMPROVEMENTS") may include, but is not limited to, improvements to traffic lanes, intersections, approaches, exit and entrance ramps, lighting, and drainage systems.

- B.** OTHER GOVERNMENTAL IMPROVEMENTS may be incorporated into the ILLINOIS TOLLWAY construction contracts.
- C.** After the issuance of the Notice of Interference, but before the approval of the Order for Utility Work, the ILLINOIS TOLLWAY shall notify the UTILITY if a portion of their MODIFICATIONS are required due to OTHER GOVERNMENTAL IMPROVEMENTS.
- D.** The TOLLWAY shall not be obligated to reimburse the UTILITY for the cost of any MODIFICATIONS of the FACILITIES which the UTILITY is directed to make for the sole benefit of another local government, county, governmental agency or department due to OTHER GOVERNMENTAL IMPROVEMENTS and which are not required for the construction, operation, or maintenance of the ILLINOIS TOLLWAY, provided that reimbursement for such MODIFICATIONS is provided to UTILITY by such other government agency or department.
- E.** The PARTIES further agree that the MODIFICATIONS of FACILITIES made necessary by OTHER GOVERNMENTAL IMPROVEMENTS which are the subject of a NOI, the MODIFICATIONS shall be identified, designed, constructed, and carried out in accordance with the terms and conditions of a Work Orders (W.O.) governed under this AGREEMENT.
- F.** Any reimbursement received by the ILLINOIS TOLLWAY from a local government, county, governmental agency or department for utility work due to an OTHER GOVERNMENTAL IMPROVEMENT which is included in the ILLINOIS TOLLWAY construction contracts and not subject to reimbursement by the ILLINOIS TOLLWAY, shall whenever equitable arising from modifications of FACILITIES, be passed on to the UTILITY.
- G.** The UTILITY shall specifically designate the part or percentage of the MODIFICATIONS made necessary by the PROJECT (and reduced by the

proposed OTHER GOVERNMENTAL IMPROVEMENTS) for which it seeks reimbursement by the ILLINOIS TOLLWAY in accordance with the terms and conditions of this AGREEMENT.

#### **IV. ORDER FOR UTILITY WORK**

- A.** Upon receipt of the “NOI” and after such supplementary information as may reasonably be required by the UTILITY to prepare a detailed plan to MODIFY its FACILITIES has been provided, the UTILITY shall prepare and submit to the ILLINOIS TOLLWAY the completed “Order for Utility Work” (in a form similar to Exhibit “B”) which shall include the following completed documents:
1. Completed Order for Utility Work form.
  2. Plan and profile detailing the work required.
  3. Plan and profile for temporary facilities (if required).
  4. Cost Estimate for the MODIFICATIONS.
  5. Detailed Work schedule.
  6. Time estimate required performing each phase of the work and time estimates for any required temporary or staged construction.
  7. Actual dollar amount and percentage of reimbursement resulting from OTHER GOVERNMENTAL IMPROVEMENTS.
- B.** The UTILITY shall prepare and submit an “Order for Utility Work” to the ILLINOIS TOLLWAY for each FACILITY or group of FACILITIES designated by a separate Utility Job Number.
- C.** The UTILITY’S submittals shall detail the plan and cross sections of the locations and profile of existing and proposed FACILITIES, including any temporary construction, staged construction and right-of-way that may be required. If the relocation of the FACILITIES is necessary, the ILLINOIS TOLLWAY shall determine the sites within its right-of-way to which the FACILITIES shall be relocated, taking into consideration the costs of relocation to various proposed sites and the UTILITY’S site preferences, maintenance and access requirements.
- D.** The Cost Estimate to MODIFY the FACILITIES for each Utility Job Number shall include, but shall not be limited to the following:

1. The UTILITY's Engineering Costs.
  - a. Engineering Expenses.
  - b. Administrative and General Expenses.
  - c. Benefits, Pension, Welfare, Payroll Taxes.
2. The UTILITY's Labor Costs.
  - a. Labor expenses.
  - b. Administrative and General Expenses.
  - c. Benefits, Pension, Welfare, Payroll Taxes.
3. Materials and Supplies.
  - a. Estimated itemized quantities.
  - b. Estimated cost of each item.
  - c. Inventory and handling costs.
4. Contractor Charges.
5. Motor vehicle and equipment cost breakdowns.
6. Estimated cost of temporary or staged FACILITIES.
7. Estimated cost of construction and environmental permits.
8. Estimated cost of additional right-of-way.
9. Credit for betterment of FACILITIES.
10. Credit for salvage.
11. The amount and reimbursable percentage associated with OTHER GOVERNMENTAL IMPROVEMENTS as outlined in this AGREEMENT.

- E.** The Cost Estimate shall include only the cost to MODIFY the FACILITIES identified by a "Utility Job Number" issued by the ILLINOIS TOLLWAY. The UTILITY shall not purchase right-of-way or property rights for the MODIFICATIONS of its FACILITIES without the prior written approval of the Chief Engineer of the ILLINOIS TOLLWAY. The approval of the Order for Utility Work and Cost Estimate shall not be deemed an approval to purchase property or property rights.
- F.** The UTILITY shall submit to the ILLINOIS TOLLWAY an estimate of time required to perform all major phases of the work required to MODIFY the FACILITIES, including any time required for temporary or staged construction, and shall note any other time limitations applicable to such work to the extent known.
- G.** The UTILITY shall state, as part of its Cost Estimate, the method that will be used to perform the work e.g. (in-house company forces, independent or blanket contractor).
- H.** The Cost Estimate shall not include a profit to the UTILITY and shall be signed by a duly authorized representative of the UTILITY who shall certify that the Cost

Estimate constitutes an accurate statement of all anticipated costs associated with the proposed work.

- I. If the UTILITY desires to replace the FACILITY, or a portion thereof, with a FACILITY of increased capacity (betterments), or if the FACILITY includes other betterments, the estimate shall include the costs of those betterments and the UTILITY shall not be entitled to reimbursement for the betterments, unless the relocation cannot be carried out or performed without the installation of inclusion of such betterments. The non-reimbursable cost of the betterments shall be identified on the Cost Estimate as a credit to the ILLINOIS TOLLWAY.
- J. Upon request, the UTILITY shall make available to the ILLINOIS TOLLWAY any explanations, documents, plans, or other information as may be reasonably required for the ILLINOIS TOLLWAY to complete its review of the proposed plans and estimates to MODIFY the FACILITIES.
- K. The ILLINOIS TOLLWAY shall indicate its approval of the plans and estimates by executing the "Order for Utility Work" (Exhibit "B"). The UTILITY shall then proceed in accordance with this Agreement.

**V. TOLLWAY OPTION TO PERFORM THE WORK**

- A. The UTILITY may, by mutual agreement of the parties, include a portion, or all, of the MODIFICATIONS in the applicable ILLINOIS TOLLWAY construction contract. In this event, the PARTIES shall enter into a separate Utility Work Order relative to these MODIFICATIONS, and the UTILITY shall notify the ILLINOIS TOLLWAY of its intent to include the applicable work in the ILLINOIS TOLLWAY PROJECT(S) and resulting construction contract(s). If portions of the MODIFICATIONS are included in ILLINOIS TOLLWAY contracts, the UTILITY shall submit revised Cost Estimates with all such portions of the work deleted and adjusted where necessary.

**VI. PRE-CONSTRUCTION**

- A. The PARTIES shall cooperate in identifying needs, exchanging information, and assessing progress during the preparation of plans.

- B.** The UTILITY may perform the work required by the ILLINOIS TOLLWAY for each Utility Job Number by using its own forces or an independent outsourced contractor selected through a competitive bidding process.
- C.** The bid documents shall require the UTILITY'S Contractor to perform the work within the schedule established by the construction contract. The ILLINOIS TOLLWAY requires competitive bidding of proposals or a periodic competitively bid maintenance contract for any portions of the work other than work performed by in-house employees. Upon receipt of all bids resulting from the competitive bidding process or a competitively bid periodic maintenance contract and prior to awarding the contracted work, the UTILITY shall promptly submit bid tabulation spread sheets and the three lowest responsible bids to the ILLINOIS TOLLWAY for review and approval. Such review and approval by the ILLINOIS TOLLWAY shall not be unreasonably withheld or delayed. In the event that UTILITY desires to award the contract to a company with a bid other than the lowest responsible bidder, the UTILITY shall provide a written explanation in support of the award to the ILLINOIS TOLLWAY.
- D.** The UTILITY shall advertise, receive bids, provide construction engineering inspections and cause the FACILITIES work to be constructed in accordance with the ILLINOIS TOLLWAY approved Order for Utility Work.

**VII. NOTICE TO PROCEED**

- A.** The UTILITY shall not proceed with the construction of any MODIFICATION work under a Utility Job Number until it has received a written "Notice to Proceed" (similar in form to Exhibit "C"), from the ILLINOIS TOLLWAY. The "Notice to Proceed" shall specify a reasonable time within which the work is to be done. The UTILITY shall use its best efforts to complete the work in the specified amount of time and in conjunction with the approved construction schedule.
- B.** The ILLINOIS TOLLWAY shall not be obligated to issue the "Notice to Proceed" until the UTILITY or its contractors have provided copies of all documents, bonds and insurance certificates on forms reasonably satisfactory to the ILLINOIS TOLLWAY which identify the ILLINOIS TOLLWAY as a protected party and/or as an additional named insured as required by this Agreement, the plans and specifications, or by law. The ILLINOIS

TOLLWAY shall not issue a "Notice to Proceed" until sufficient right-of-way has been acquired for the MODIFICATION of the FACILITIES.

**VIII. SCHEDULING AND COORDINATION**

- A.** The UTILITY shall cooperate, and shall also require its contractors to cooperate, with the ILLINOIS TOLLWAY and all the contractors and subcontractors of the ILLINOIS TOLLWAY to ensure that construction of the PROJECTS progress as expeditiously as possible with minimal interference to ILLINOIS TOLLWAY operations.
- B.** The ILLINOIS TOLLWAY shall cooperate, and shall also require its contractors to cooperate with the UTILITY and all the contractors and subcontractors of the UTILITY to ensure that the relocation of FACILITIES shall progress as expeditiously as possible with minimal interference to any of the UTILITY'S operations from the UTILITY'S MODIFICATION of the FACILITIES.
- C.** The UTILITY reserves the right to proceed with such work as may be required to protect and insure the safe and efficient operation of its FACILITIES.

**IX. PERFORMANCE OF THE WORK**

- A.** The UTILITY shall perform the work to MODIFY the FACILITIES in accordance with the approved Order for Utility Work in conjunction with the approved plans and Cost Estimates. All such work shall be performed and comply with the approved plans, applicable statutes, codes and safety standards of general applicability in the industry for the type of work involved.
- B.** All work performed by the UTILITY within the ILLINOIS TOLLWAY'S right-of-way shall comply with the ILLINOIS TOLLWAY'S applicable Standard Specifications and the ILLINOIS TOLLWAY'S Policy on the Accommodation of Utilities to the extent not inconsistent with this Agreement. Copies of any such applicable Specifications or Policies will be provided to the UTILITY by the ILLINOIS TOLLWAY upon request.

**X. CHANGES IN THE WORK**

- A.** The UTILITY shall issue written notice to the Chief Engineer of any changes from the approved plans and Cost Estimates or any unscheduled or extra work required with



respect to a Utility Job Number. Such changes or extra work shall be reviewed, and if deemed acceptable, approved in writing by the Chief Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.

- B.** In the event the UTILITY'S contract does not contain unit prices for the unscheduled or extra work to MODIFY the FACILITIES, the cost of any change in the approved final plans or the cost of extra work shall be negotiated between the UTILITY and its contractor and subject to approval by the ILLINOIS TOLLWAY, which approval shall not be unreasonably withheld or delayed.
- C.** If the ILLINOIS TOLLWAY and the UTILITY cannot agree on the negotiated additional charges for proposed field changes or extra work to modify the FACILITIES and the UTILITY elects to proceed with the work in dispute, the UTILITY shall keep separate and complete records of the time and materials and other related costs required to perform the work in dispute. Nothing herein shall prevent the UTILITY from completing the extra work or field changes at its sole cost and expense. In this event, extra work submitted for reimbursement shall be negotiated based upon the applicable rates included within the "Schedule of Average Annual Equipment Ownership Expense" published by the Illinois Department of Transportation (IDOT).
- D.** The Chief Engineer of the ILLINOIS TOLLWAY reserves the right to reasonably disallow proposed field changes or extra work and direct the UTILITY to stop work in connection with a Utility Job Number if continuation of the work results in a substantial increase in costs or disrupts the construction of the PROJECTS. However, the UTILITY may continue the work if necessary to restore or maintain service to its customers.

#### **XI. REMOVAL OF EQUIPMENT AND SALVAGE**

- A.** Upon completion of the removal or relocation of the FACILITIES in accordance with approved plans, or any modifications thereof as ordered by the ILLINOIS TOLLWAY, the UTILITY shall, without unreasonable delay, dismantle and remove all existing permanent and temporary FACILITIES and other structures which have been abandoned, except for portions thereof which have been abandoned in place in accordance with approved plans, and shall inventory all materials having salvage value.

The ILLINOIS TOLLWAY shall receive a credit from the UTILITY for the salvage value of the removed facilities.

## **XII. RECORD DOCUMENTS**

- A.** The UTILITY shall provide the ILLINOIS TOLLWAY with one (1) set of reproducible full size (24" x 36") and one set of reduced size (11" x 17") as-built record drawings and specifications for each permanent FACILITY located within the ILLINOIS TOLLWAY'S right-of-way within ninety (90) calendar days after completion of work on the FACILITIES, the cost of which shall be included in applicable Cost Estimates.
- B.** To the extent the PARTIES have prior agreements, which include, but shall not be limited to Rights of Entry, Permits and/or Contracts for Sale, which address Utility relocations and modifications and the associated financial responsibilities, they shall remain in force.

## **XIII. INSURANCE**

- A.** The UTILITY agrees to procure and maintain, or with respect to operations undertaken by its contractors, to cause its contractors to procure and maintain insurance of the kinds and amounts specified herein with insurance companies rated A - or better by AM Best and authorized to transact insurance business in the State of Illinois, covering all operations undertaken pursuant to any order for MODIFICATIONS of the FACILITIES given by the ILLINOIS TOLLWAY under the terms of this Agreement. Before commencing any such work, the UTILITY shall furnish the Certificates of Insurance satisfactory to the ILLINOIS TOLLWAY. Utility agrees to provide written notice to Tollway at least thirty (30) days in advance of cancellation of any required coverage that is not replaced. The ILLINOIS TOLLWAY'S failure to request a certificate of insurance or insurance policies does not constitute a waiver of the obligations and requirements to maintain the minimal coverage specified as stated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS.

- B.** The UTILITY shall maintain the insurance requirements as well as third party liability insurance covering bodily injury and property damage with coverage and limits as specified in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS Section 107.27 as edited and attached hereto as Exhibit "D". All independent and outsourcing contracts and contractors for the UTILITY while working hereunder shall have and maintain the insurance limits as required by the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS and Section 107.27 as edited in particular and have the ILLINOIS TOLLWAY included as an additional insured party.
- C.** In lieu of procuring and maintaining insurance as provided in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS (section 107.27), if the UTILITY is self-insured for any of the risks for which insurance is required, the Utility must provide the ILLINOIS TOLLWAY with a Certificate of Self-Insurance.
- D.** The UTILITY understands that the ILLINOIS TOLLWAY has not obtained Builders Risk Insurance covering loss to the property of the UTILITY on account of the work being performed by the UTILITY and its Contractors. Nothing in this Agreement is intended to impose liability on the ILLINOIS TOLLWAY for property losses of the UTILITY on account of work being performed by the UTILITY and its Contractors.

#### **XIV. INDEMNIFICATION**

- A.** The UTILITY shall indemnify and save the ILLINOIS TOLLWAY, its directors, officers, agents, and employees harmless from any and all claims and liability for any loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with the work performed by the UTILITY or its contractors under this Agreement or from the operations of the FACILITIES covered by this Agreement or resulting from the failure of the FACILITIES to operate properly or from other actions or inactions on the part of or on behalf of the UTILITY in the

design, construction, reconstruction or maintenance of the UTILITY'S FACILITIES located on or near the ILLINOIS TOLLWAY'S right of way.

- B.** To the extent allowable by law, the ILLINOIS TOLLWAY shall indemnify and save the UTILITY, its affiliates, directors, officers, agents, and employees harmless from any and all liability for loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with the construction of the IMPROVEMENT by the ILLINOIS TOLLWAY or its Contractors, or from the ILLINOIS TOLLWAY'S operations on the ILLINOIS TOLLWAY'S right-of-way or from any other actions or inactions on the part of or on behalf of the ILLINOIS TOLLWAY in connection with the design, construction, reconstruction, operation, or maintenance of the IMPROVEMENT.

#### **XV. SUBMISSIONS OF COSTS AND BILLING**

- A.** The ILLINOIS TOLLWAY shall reimburse the UTILITY for all substantiated, actual and approved costs necessary to perform the MODIFICATIONS.
- B.** Upon completion of the work contemplated by a Utility Job Number or a PROJECT including more than one Utility Job Number, the UTILITY shall submit to the ILLINOIS TOLLWAY an invoice for reimbursement. All bills or invoices shall be accompanied by supporting documents detailing, at a minimum, the following costs and expenses itemized as follows:
1. Construction or Removal of FACILITIES.
    - a. Engineering Costs;
    - b. Labor Costs;
    - c. Costs of Work Contracted for by the UTILITY;
    - d. Motor Vehicle and Equipment Costs; and
    - e. Material Costs;
  
  2. General and Overhead Costs.
    - a. Administrative and General;
    - b. Payroll Taxes;
    - c. Pension, Welfare, and Insurance;

3. Credit for the salvage value of abandoned or removed Facilities.
4. Credit for any and all Betterment of Facilities.
5. Credit for the reimbursable percentage due to OTHER GOVERNMENT IMPROVEMENTS.

- C.** The bill/invoice shall be signed by a duly authorized representative of the UTILITY with a certification that he/she has examined the records and accounts of the UTILITY and that the statement is a true and complete bill for the items set forth therein.
- D.** Audit/retention of records: UTILITY and its subcontractors shall maintain books and records relating to the performance of the MODIFICATIONS necessary to support the amounts charged to the State in compliance with 30 ILCS 500/20-65. Books and records, including information stored in databases or other computer systems, shall be maintained by the UTILITY for a period of three years from the later of the date of final payment under the contract or completion of the contract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the ILLINOIS TOLLWAY, the Auditor General, the Executive Inspector General, and the State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The UTILITY and its contractors and subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the ILLINOIS TOLLWAY under the contract for which adequate books and records are not available to support the purported disbursement. The UTILITY or subcontractors shall not impose a charge for audit or examination of the UTILITY's books and records.

## **XVI. PAYMENT**

- A. After the UTILITY has submitted an approved invoice for reimbursement with all required supporting statements and documentation, the ILLINOIS TOLLWAY shall reimburse the UTILITY for its substantiated costs for the MODIFICATION of the FACILITIES covered by each Utility Job Number within sixty (60) days of the ILLINOIS TOLLWAY'S receipt and Board Approval of such invoices. Periodic or partial payments and invoicing shall be permitted for materials and supplies delivered with work completed. The UTILITY shall also submit, prior to payment, any additional information related to the MODIFICATION reasonably requested by the ILLINOIS TOLLWAY.
- B. Final payment by the ILLINOIS TOLLWAY for the cost of all eligible reimbursable utility work performed on each Utility Job Number or improvement shall constitute full payment for the performance of its obligation to pay money and constitute full satisfaction of any and all claims for payment of money which the UTILITY may have against the ILLINOIS TOLLWAY arising from the Utility Job Number or improvement set forth in this AGREEMENT.
- C. The UTILITY shall submit a final invoice within one (1) year of the completion of work on each Utility Work Order. The final invoice shall be marked "FINAL INVOICE" and shall state the date on which the last work was performed or the last item of billed expense was incurred.

**XVII. FUTURE REMOVALS OR RELOCATIONS**

If at any time the ILLINOIS TOLLWAY determines that it is necessary to remove, adjust, protect or relocate the UTILITY'S FACILITIES, the PARTIES shall proceed in accordance with the terms and conditions of this Agreement.

**XVIII. MODIFICATIONS**

Any modification to this Agreement must be in writing and executed by the duly authorized representatives of the PARTIES.

**XIX. TERMINATION**

Either PARTY may terminate this Agreement upon one (1) year prior written notice to the other PARTY.

**XX. GENERAL PROVISIONS**

- A.** This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Illinois. Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought in DuPage County, Illinois.
- B.** 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.
- C.** Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is \_\_\_\_\_ and it is doing business as a private entity, whose mailing address is \_\_\_\_\_.
- D.** This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES.
- E.** This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and assigns.
- F.** The failure by the ILLINOIS TOLLWAY or the UTILITY 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 UTILITY unless such provision is waived in writing.
- G.** ILLINOIS TOLLWAY STANDARD SPECIFICATIONS, can be reviewed at:  
<http://www.illinoistollway.com/doing-business/construction-engineering/construction-permits>

## **NOTICES**

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

To: The Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515  
Attention: Chief Engineer

To: BP Products North America Inc.  
150 West Warrenville Road  
Naperville, Illinois 60563  
Attention: David Sommerfeld  
Land & Right of Way

## **EXHIBITS:**

The following exhibits are attached to this agreement and hereby incorporated by reference:

- Exhibit A: Notice of Utility Interference (NOI).
- Exhibit B: Order for Utility Work.
- Exhibit C: Notice to Proceed (NTP)
- Exhibit D: Illinois Tollway Standard Specifications – Section 107.27 edited



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

ATTEST: \_\_\_\_\_  
Date: \_\_\_\_\_  
Secretary

BP PRODUCTS NORTH AMERICA INC.

By: \_\_\_\_\_  
Authorized Representative – PRINT NAME

By: \_\_\_\_\_ Date:  
\_\_\_\_\_  
Authorized Representative – Signature & Title

ATTEST: \_\_\_\_\_ Date:  
\_\_\_\_\_  
Secretary

Approved as to Form and Constitutionality

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

\_\_\_\_\_

General Utility Agreement \_istha-dlh-mcs-rt/bp-dms\_doc.\_03.03.2015

This page left blank.

**EXHIBIT A**

**Utility Job Number**

\_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
NOTIFICATION OF UTILITY INTERFERENCE \_\_\_\_\_ TOLLWAY**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Utility or Municipality)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Dear Sir, This is notification that your facilities consisting  
of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BRIEF DESCRIPTION OF FACILITIES**

Location \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**GENERAL LOCATION OF INTERFERENCE**

Within \_\_\_\_\_ and more specifically located at \_\_\_\_\_ + \_\_\_\_\_,  
\_\_\_\_\_ on the

**DESIGN SECTION/CONTACT NUMBER**

**STATION NUMBER MILEPOST NO.**

\_\_\_\_\_ Tollway, will interfere with the construction or improvement of said  
Toll Highway

This interference has been assigned UTILITY JOB NUMBER

\_\_\_\_\_

Recommended for Notification this \_\_\_\_\_ day of \_\_\_\_\_ of  
20\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_  
DESIGN SECTION ENGINEER

ISTHA UTILITY SECTION

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Signed \_\_\_\_\_

CHIEF ENGINEER

12-10-14 rev/mcs

**EXHIBIT B**

**Utility Job**

**Number:** \_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
ORDER FOR UTILITY WORK -**

**TOLLWAY**

The \_\_\_\_\_ hereby requests authority to do such work as shown on

(Utility or Municipality)

the attached drawings and identified by Utility Job Number \_\_\_\_\_ in accordance with the terms and conditions of the Utility Agreement dated \_\_\_\_\_, 20 \_\_\_\_\_ and the

Supplemental Provisions and Restrictions as may be hereinafter set forth: Final Plans, a detailed Cost Estimate, and time estimate to perform the utility work are attached.

A summary of the estimated cost and time requirements are listed below:

1. Estimated Cost of Abandoning, Removing or Retiring Existing Facilities: \$ \_\_\_\_\_
2. Estimated Cost of Adjusting or Protecting Existing Facilities: \$ \_\_\_\_\_
3. Estimated Cost of Relocating Facilities: \$ \_\_\_\_\_
4. Estimated Cost of Temporary Facilities: \$ \_\_\_\_\_
5. Estimated Cost of Additional Right-of-Way (if required): \$ \_\_\_\_\_
6. Estimated Credit for Used Life, Betterment, Salvage: \$ \_\_\_\_\_

**Total Estimated Cost:**

\$ \_\_\_\_\_

The estimated time to complete the work is \_\_\_\_\_ days.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_

**(Utility or Municipality)**

\_\_\_\_\_

\_\_\_\_\_  
**Signature** \_\_\_\_\_ **Title**  
Recommended for Approval this \_\_\_\_\_ day of \_\_\_\_\_ of 20  
\_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
**Design Section Engineering** \_\_\_\_\_ **Signature**

\_\_\_\_\_  
Tollway Utility Section  
Approved and Ordered for Construction this \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed \_\_\_\_\_  
**Chief Engineer**

rev/mcs

12-09-14

**EXHIBIT C**

Utility Job Number

\_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
NOTICE TO PROCEED – UTILITY WORK**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_. Date

\_\_\_\_\_  
(Utility or Municipality)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Gentlemen:

You are hereby authorized to proceed, effective this date, with construction of the utility work

Identified by Utility Job Number \_\_\_\_\_.

All work is subject to the terms and conditions of the Utility Agreement and the approved Order for Utility Work. The estimated time to complete the utility work is \_\_\_\_\_ days.

It is the Utility's responsibility to make known to itself the construction schedule for the project

and to coordinate the utility work with the work of others.

Sincerely,

\_\_\_\_\_

Chief Engineer  
Illinois State Toll Highway Authority



## EXHIBIT D – ISTHA STANDARD SPECIFICATIONS 107.27 – EDITED

**107.27 Insurance.** The Contractor shall obtain and thereafter keep in force for the term of the Contract including all options and extensions the following insurance. Whether stated in this Article or elsewhere, the Tollway does not warrant the adequacy of the types of insurance coverage or the limits of liability specified. Failure to request certificates of insurance, policy endorsements or insurance policies, either initially or at any policy renewal, does not constitute a waiver by the Tollway of the Contractor's obligations and requirements to maintain the minimal coverage specified.

- (a) General Provisions. Insurance coverage shall be provided by insurance companies acceptable to the Tollway and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated by AM. Best Company with a Financial Strength Rating of A- or better and a financial size category of not less than VII.

The contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under Contract by the Contractor, the Contractor's agents, representatives, employees and subcontractors. The Contractor shall not commence work until all the insurance required by this section or any contract Special Provision has been obtained.

Copies of applicable additional insured endorsements and certificates of insurance shall be filed with the Tollway at or before the time of executing the Contract. The obligations under this section are mandatory. Unless the Tollway consents in writing, all insurance procured by the Contractor pursuant to these requirements shall be written on an occurrence basis. Insurance shall not be cancelled and not replaced unless a 30-day prior written notice is given to the Tollway except as provided by State Statute. Whether stated in these provisions or elsewhere, the Tollway does not warrant the adequacy of the types of insurance coverage or the limits of coverage specified.

- (b) Self-Insured Retention. Any self-insured retention must be declared.
- (c) Certificates of Insurance will be on standard Acord forms. All Evidence of self-insurance shall be provided on corresponding letterhead from UTILITY and Contractors.
- (d) Subcontractors. The Contractor shall have subcontractor(s) while working hereunder provide commercial general liability, business automobile liability, workers' compensation insurance and excess insurance with coverage as broad as is described under "Scope of Insurance." The limits of coverage will be determined by the Contractor. The Contractor shall maintain, in Contractor's files, evidence of all subcontractor insurance coverage. Failure to maintain evidence of subcontractor insurance shall not constitute a contractual breach.
- (e) Scope of Insurance. Coverage shall be at least as broad as:

Commercial General Liability- Include coverage for premises and operation, broad form property damage, products completed operations, independent contractor's personal injury liability and contractual liability coverage. Policy coverage shall be on ISO occurrence form CG 00 01 (or a substitute form providing equivalent protection).

- (2) Business Automobile Liability - Covering owned, hired and non-owned vehicles and includes any required uninsured and underinsured insurance coverage for all operators. Policy Coverage shall be on the latest filed ISO occurrence form (or a substitute form providing equivalent protection).

- (3) Worker's Compensation Insurance – As required by the Worker's Compensation Act of the State of Illinois. Contractor may use a Self-Insurance plan if the plan is approved by the State of Illinois and certified by the Illinois Worker's Compensation Commission.

- (4) Excess/Umbrella Liability - To apply over the limits and coverage provided through Commercial General Liability, Business Automobile Liability and Employers Liability Insurance. Coverage shall include drop-down provisions if the underlying coverage is exhausted.
  - (5) Installation Floater Insurance - The policy terms will be on an "all-risk" basis and include the Contractor and any sub-contractor of any tier as named insured. The Tollway shall be included as a named insured as their interest may appear. The coverage shall include waiver of the insurer's rights of subrogation against the Tollway.
- (f) Limits of Liability. Limits of liability will provide for the following provisions . Minimum limits requirement may be fulfilled with those indicated or the higher limits carried by the Contractor. Contractor may self-insure this coverage with notification and Certificate of Self-Insurance.
- (1) Commercial General Liability - Limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual general aggregate. Products/completed operations coverage will be maintained by the Contractor for a minimum of two (2) years following acceptance of Work.
  - (2) Business Automobile Liability - Limit of liability of not less than \$1,000,000 combined single limit for bodily injury and property damage per accident.
  - (3) Worker's Compensation
    - a. Statutory limits
    - b. Employer's liability of \$1,000,000 per accident, per disease and aggregate for disease, including voluntary compensation and where applicable, United States Longshoremen and Harbor Workers.
  - (4) Excess/Umbrella Liability - In addition to the limits of coverage specified in (1), (2) and (3) above, not less than \$8,000,000 per occurrence and in annual aggregate will be maintained by the Contractor.
  - (5) Installation Floater Insurance - The Contractor shall obtain,, for the term of the Contract, Installation Floater Insurance from an insurance company that meets the minimum requirements set forth in the General Provisions. The policy limit shall be provided equal to the original contract award amount and shall be adjusted as needed to include all change orders and extra work orders with proper notification. Contractor may self-insure this coverage.

- (g) Cost of Insurance. The cost of all insurance required by these provisions shall be considered as included in the prices for the various pay items of the contract and no additional compensation will be allowed.
  
- (h) Waiver of Subrogation. Policies shall contain a waiver of subrogation waving any right of recovery that the insurance company may have against the Tollway or any of its engineering firms and consultants.
  
- (i) Additional Insured Protection. The Illinois State Toll Highway Authority together with its officials, directors and employees are to be named as "Additional Insured" with coverage as least as broad as set for the in ISO Form CG 2010 and CG 2037. This endorsed coverage shall be applicable to the primary commercial general liability insurance coverage of the Contractor for the project. Similar additional insured protection will be added to the business automobile liability coverage.

As an alternative, if acceptable Commercial General Liability coverage as "Additional Insured" is not available, the Tollway is to be the named insured for an Owners Protective Insurance policy, which provides protection of not less than \$4 million per occurrence. The insurance policy must meet the requirement of the Tollway.

The Consulting Engineer, PMO, Design Section Engineer, Design Corridor Manager, Construction Manager, Project Manager and Construction Corridor Manager are to be included. Additional Insured with coverage at least as broad as set forth in ISO Form CG 2032 providing coverage for engineers, architects or surveyors.

As part of the provisions and requirement for this project there may be a number of contracts, agreements and intergovernmental agreements related to the project that require the construction Contractor to include the contracting or agreement entity as an "additional insured" on the liability insurance of the Contractor. The Contractor shall assure these entities are included as covered parties as part of a blanket additional insured endorsement or individually included as an additional insured.

The Special Provisions of the bidding documents may include entities that are to be included as "Additional Insured."

The Contractor's required coverage shall be primary for the "Additional Insured" and not contributing with any other or similar protection available to the "Additional insured" whether said other coverage be primary, contributing or excess

## RESOLUTION NO. 20658

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into a General Utility Agreement with Illinois Bell Telephone Company d/b/a AT&T Illinois (“AT&T”). This Agreement defines the processes and procedures required to identify, design, construct and make payments for the relocation, removal or protection of AT&T communication and fiber optic facilities that conflict with current and future Tollway Improvements.

**Resolution**

The Chief of Engineering and the General Counsel are authorized to negotiate and prepare an Agreement between the Illinois State Toll Highway Authority and AT&T in substantially the form of the Agreement attached to this Resolution. The Chair or the Executive Director is authorized to execute said agreement.



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

**GENERAL UTILITY AGREEMENT BETWEEN**

**THE ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY**

**AND**

**ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS**

---

**THIS AGREEMENT**, (hereinafter referred to as the "AGREEMENT") is entered into this day of \_\_\_\_\_, AD, 20\_\_ by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter called the "ILLINOIS TOLLWAY"), and ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS authorized to do business in the State of Illinois, (hereinafter called the "UTILITY"), individually referred to as "PARTY" and collectivity referred to as "PARTIES"

**WITNESSETH**

**WHEREAS**, it may become necessary for the ILLINOIS TOLLWAY to construct new toll highway routes or improve the existing toll highway in the future (hereinafter referred to as the "PROJECT" or "PROJECTS"); and

**WHEREAS**, The UTILITY owns, operates and maintains Communication Facilities and/or structures, including but not limited to natural gas pipelines, oil pipelines, electricity, communication and/or data lines, etc. (hereinafter called the "FACILITY" or "FACILITIES"), in or about the area to be traversed by the PROJECTS, or future improvements, and may have interests in lands and right-of-way, where portions of which may or will interfere with the construction, operation or maintenance of the toll highway, and it is necessary that portions of said FACILITIES which interfere be protected, adjusted, relocated, modified or removed (hereinafter referred to as the "MODIFICATIONS" or with reference to "Modify") to avoid conflict with the PROJECT; and

**WHEREAS**, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002014-14; intend to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT; and

**WHEREAS**, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the “Toll Highway Act,” 605 ILCS 10/11 *et seq.* (hereinafter referred to as the “ACT”) is authorized to enter into this AGREEMENT; and

**WHEREAS**, in accordance with the ACT the ILLINOIS TOLLWAY shall enter into agreements to modify and or relocate FACILITIES which the ILLINOIS TOLLWAY determines interfere with Toll Highway PROJECTS; and

**WHEREAS**, unless the FACILITY is installed pursuant to a Tollway Permit or other agreement where the Utility is responsible for the relocation costs, the ACT requires that the ILLINOIS TOLLWAY ascertain and pay all necessary MODIFICATION costs of the UTILITY whose FACILITIES are so ordered. Any and all MODIFICATIONS shall be carried out in accordance with the work order process and approvals required by the provisions of this AGREEMENT; and

**WHEREAS**, it is appropriate and in the best interest of the PARTIES to agree on the manner in which the necessary work to MODIFY the FACILITIES shall be performed, the extent of reimbursable costs and credits due, the method and manner of ascertaining the costs, payment procedures, and the procedures for providing or procuring necessary rights-of-way for the FACILITIES which must be modified to accommodate Tollway PROJECTS; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt hereof which is hereby acknowledged, the PARTIES hereto agree as follows:

### **III. STATEMENT OF PURPOSE**

It is the intention of the PARTIES that the ILLINOIS TOLLWAY and the UTILITY cooperate so that all utility interferences related to the construction of the PROJECT(S) shall be resolved in a timely manner and to establish a process to identify, design, construct and make payment for the MODIFICATIONS of the FACILITIES in conflict with the proposed PROJECTS.

### **IV. NOTICE OF INTERFERENCE**

- C. The ILLINOIS TOLLWAY will from time to time provide the UTILITY with written "Notification of Utility Interference" (NOI), (similar in form to Exhibit "A"), whenever in the opinion of the ILLINOIS TOLLWAY, any MODIFICATION of the FACILITIES appears necessary. Each Notification shall designate a "Utility Job Number" assigned by the ILLINOIS TOLLWAY and include information concerning the location of the FACILITIES to be modified.
- D. The ILLINOIS TOLLWAY agrees to provide the UTILITY with plans, specifications, survey data, soil borings and other information relating to the PROJECTS as soon as they become available in order to facilitate the design and/or other options of the FACILITIES to eliminate the conflicts which may require MODIFICATIONS as part of the PROJECTS.

### **III. OTHER GOVERNMENTAL IMPROVEMENTS**

- H. This AGREEMENT is not intended to alter the terms of any previously issued permits or prior agreements between the UTILITY and any local government, county, governmental agency or departments relating to utility occupancies or relocations. Improvements to FACILITIES under the jurisdictions of a local government, county, governmental agency or departments may be required in addition to ILLINOIS TOLLWAY PROJECTS. This work (hereinafter referred to as "OTHER GOVERNMENTAL IMPROVEMENTS") may include, but is not limited to, improvements to traffic lanes, intersections, approaches, exit and entrance ramps, lighting, and drainage systems.

- I.** OTHER GOVERNMENTAL IMPROVEMENTS may be incorporated into the ILLINOIS TOLLWAY construction contracts.
- J.** After the issuance of the Notice of Interference, but before the approval of the Order for Utility Work, the ILLINOIS TOLLWAY shall notify the UTILITY if a portion of their MODIFICATIONS are required due to OTHER GOVERNMENTAL IMPROVEMENTS.
- K.** The TOLLWAY shall not be obligated to reimburse the UTILITY for the cost of any MODIFICATIONS of the FACILITIES which the UTILITY is directed to make for the sole benefit of another local government, county, governmental agency or department due to OTHER GOVERNMENTAL IMPROVEMENTS and which are not required for the construction, operation, or maintenance of the ILLINOIS TOLLWAY, provided that reimbursement for such MODIFICATIONS is provided to UTILITY by such other government agency or department.
- L.** The PARTIES further agree that the MODIFICATIONS of FACILITIES made necessary by OTHER GOVERNMENTAL IMPROVEMENTS which are the subject of a NOI, the MODIFICATIONS shall be identified, designed, constructed, and carried out in accordance with the terms and conditions of a Work Orders (W.O.) governed under this AGREEMENT.
- M.** Any reimbursement received by the ILLINOIS TOLLWAY from a local government, county, governmental agency or department for utility work due to an OTHER GOVERNMENTAL IMPROVEMENT which is included in the ILLINOIS TOLLWAY construction contracts and not subject to reimbursement by the ILLINOIS TOLLWAY, shall whenever equitable, arising from modifications of FACILITIES, be passed on to the UTILITY.
- N.** The UTILITY shall specifically designate the part or percentage of the MODIFICATIONS made necessary by the PROJECT (and reduced by the proposed OTHER GOVERNMENTAL IMPROVEMENTS) for which it seeks reimbursement by the ILLINOIS TOLLWAY in accordance with the terms and conditions of this AGREEMENT.



## **IX. ORDER FOR UTILITY WORK**

**A.** Upon receipt of the “NOI” and after such supplementary information as may reasonably be required by the UTILITY to prepare a detailed plan to MODIFY its FACILITIES has been provided, the UTILITY shall prepare and submit to the ILLINOIS TOLLWAY the completed “Order for Utility Work” (in a form similar to Exhibit “B”) which shall include the following completed documents:

1. Completed Order for Utility Work form.
2. Plan and profile detailing the work required.
3. Plan and profile for temporary facilities (if required).
4. Cost Estimate for the MODIFICATIONS.
5. Detailed Work schedule.
6. Time estimate required performing each phase of the work and time estimates for any required temporary or staged construction.
7. Actual dollar amount and percentage of reimbursement resulting from OTHER GOVERNMENTAL IMPROVEMENTS.

**B.** The UTILITY shall prepare and submit an “Order for Utility Work” to the ILLINOIS TOLLWAY for each FACILITY or group of FACILITIES designated by a separate Utility Job Number.

**C.** The UTILITY’S submittals shall detail the plan and cross sections of the locations and profile of existing and proposed FACILITIES, including any temporary construction, staged construction and right-of-way that may be required. If the relocation of the FACILITIES is necessary, the ILLINOIS TOLLWAY shall determine the sites within its right-of-way to which the FACILITIES shall be relocated, taking into consideration the costs of relocation to various proposed sites and the UTILITY’S site preferences, maintenance and access requirements.

**D.** The Cost Estimate to MODIFY the FACILITIES for each Utility Job Number shall include, but shall not be limited to the following:

1. The UTILITY’S Engineering Costs.
  - a. Engineering Expenses.
  - b. Administrative and General Expenses.
  - c. Benefits, Pension, Welfare, Payroll Taxes.
2. The UTILITY’S Labor Costs.
  - a. Labor expenses.
  - b. Administrative and General Expenses.

c. Benefits, Pension, Welfare, Payroll Taxes.

3. Materials and Supplies.

a. Estimated itemized quantities.

b. Estimated cost of each item.

c. Inventory and handling costs.

4. Contractor Charges.

5. Motor vehicle and equipment cost breakdowns.

6. Estimated cost of temporary or staged FACILITIES.

7. Estimated cost of construction and environmental permits.

8. Estimated cost of additional right-of-way.

9. Credit for betterment of FACILITIES.

10. Credit for salvage.

11. The amount and reimbursable percentage associated with OTHER GOVERNMENTAL IMPROVEMENTS as outlined in this AGREEMENT

**E.** The Cost Estimate shall include only the cost to MODIFY the FACILITIES identified by a "Utility Job Number" issued by the ILLINOIS TOLLWAY. The UTILITY shall not purchase right-of-way or property rights for the MODIFICATIONS of its FACILITIES without the prior written approval of the Chief Engineer of the ILLINOIS TOLLWAY. The approval of the Order for Utility Work and Cost Estimate shall not be deemed an approval to purchase property or property rights.

**F.** The UTILITY shall submit to the ILLINOIS TOLLWAY an estimate of time required to perform all major phases of the work required to MODIFY the FACILITIES, including any time required for temporary or staged construction, and shall note any other time limitations applicable to the work to the extent known.

**G.** The UTILITY shall state, as part of its Cost Estimate, the method that will be used to perform the work e.g. (in-house company forces, independent or blanket contractor).

**H.** The Cost Estimate shall not include a profit to the UTILITY and shall be signed by a duly authorized representative of the UTILITY who shall certify that the Cost Estimate constitutes an accurate statement of all anticipated costs associated with the proposed work.

**I.** If the UTILITY desires to replace the FACILITY, or a portion thereof, with a FACILITY of increased capacity (betterments), or if the FACILITY includes other betterments, the estimate shall include the costs of those betterments and the UTILITY shall not be entitled to reimbursement for the betterments, unless the relocation cannot be carried out or performed without the installation of inclusion of such betterments.

The non-reimbursable cost of the betterments shall be identified on the Cost Estimate as a credit to the ILLINOIS TOLLWAY.

- L.** Upon request, the UTILITY shall make available to the ILLINOIS TOLLWAY any explanations, documents, plans, or other information as may be reasonably required for the ILLINOIS TOLLWAY to complete its review of the proposed plans and estimates to MODIFY the FACILITIES.
- M.** The ILLINOIS TOLLWAY shall indicate its approval of the plans and estimates by executing the "Order for Utility Work" (exhibit "B"). The UTILITY shall then proceed in accordance with this Agreement.

#### **X. TOLLWAY OPTION TO PERFORM THE WORK**

- B.** The UTILITY may by mutual agreement of the parties, include a portion, or all of the MODIFICATIONS in the applicable ILLINOIS TOLLWAY construction contract. In this event, the PARTIES shall enter into a separate Utility Work Order relative to these MODIFICATIONS, and the UTILITY shall notify the ILLINOIS TOLLWAY of its intent to include the applicable work in the ILLINOIS TOLLWAY PROJECT(S) and resulting construction contract(s). If portions of the MODIFICATIONS are included in ILLINOIS TOLLWAY contracts, the UTILITY shall submit revised Cost Estimates with all such portions of the work deleted and adjusted where necessary.

#### **XI. PRE-CONSTRUCTION**

- E.** The PARTIES shall cooperate in identifying needs, exchanging information, and assessing progress during the preparation of plans.
- F.** The UTILITY may perform the work required by the ILLINOIS TOLLWAY for each Utility Job Number by using its own forces or an independent outsourced contractor selected through a competitive bidding process.
- G.** The bid documents shall require the UTILITY'S Contractor to perform the work within the schedule established by the construction contract. The ILLINOIS TOLLWAY requires competitive bidding of proposals or a periodic

competitively bid maintenance contract for any portions of the work other than work performed by in-house employees. Upon receipt of all bids resulting from the competitive bidding process or a competitively bid periodic maintenance contract and prior to awarding the contracted work, the UTILITY shall promptly submit bid tabulation spread sheets and the three lowest responsible bids to the ILLINOIS TOLLWAY for review and approval. Such review and approval by the ILLINOIS TOLLWAY shall not be unreasonably withheld or delayed. In the event that UTILITY desires to award the contract to a company with a bid other than the lowest responsible bidder, the UTILITY shall provide a written explanation in support of the award to the ILLINOIS TOLLWAY.

- H. The UTILITY shall advertise, receive bids, provide construction engineering inspections and cause the FACILITIES work to be constructed in accordance with the ILLINOIS TOLLWAY approved Order for Utility Work.

## **XII. NOTICE TO PROCEED**

- C. The UTILITY shall not proceed with the construction of any MODIFICATION work under a Utility Job Number until it has received a written "Notice to Proceed" (similar in form to Exhibit "C"), from the ILLINOIS TOLLWAY. The "Notice to Proceed" shall specify a reasonable time within which the work is to be done. The UTILITY shall use its best efforts to complete the work in the specified amount of time and in conjunction with the approved construction schedule.
- D. The ILLINOIS TOLLWAY shall not be obligated to issue the "Notice to Proceed" until the UTILITY or its contractors have provided copies of all documents, bonds and insurance certificates on forms reasonably satisfactory to the ILLINOIS TOLLWAY which identify the ILLINOIS TOLLWAY as a protected party and/or as an additional named insured as required by this Agreement, the plans and specifications, or by law. The ILLINOIS TOLLWAY shall not issue a "Notice to Proceed" until sufficient right-of-way has been acquired for the MODIFICATION of the FACILITIES.

### **XIII. SCHEDULING AND COORDINATION**

- D. The UTILITY shall cooperate, and shall also require its contractors to cooperate, with the ILLINOIS TOLLWAY and all the contractors and subcontractors of the ILLINOIS TOLLWAY to ensure that construction of the PROJECTS progress as expeditiously as possible with minimal interference to ILLINOIS TOLLWAY operations.
- E. The ILLINOIS TOLLWAY shall cooperate, and shall also require its contractors to cooperate, with the UTILITY and all the contractors and subcontractors of the UTILITY to ensure that the relocation of FACILITIES shall progress as expeditiously as possible with minimal interference to any of the UTILITY'S operations.
- F. The UTILITY reserves the right to proceed with such work as may be required to protect and insure the safe and efficient operation of its FACILITIES.

### **IX. PERFORMANCE OF THE WORK**

- C. The UTILITY shall perform the work to MODIFY the FACILITIES in accordance with the approved Order for Utility Work in conjunction with the approved plans and Cost Estimates. All such work shall be performed and comply with the approved plans, applicable statutes, codes and safety standards of general applicability in the industry for the type of work involved.
- D. All work performed by the UTILITY within the ILLINOIS TOLLWAY'S right-of-way shall comply with the ILLINOIS TOLLWAY'S applicable Standard Specifications and the ILLINOIS TOLLWAY'S Policy on the Accommodation of Utilities, WITH SECTION C.3.2 REQUIREMENTS FOR CASING. LINE "B" ATTACHED AS EXHIBIT "D", to the extent not inconsistent with this Agreement. Copies of any such applicable Specifications or Policies will be provided to the UTILITY by the ILLINOIS TOLLWAY upon request.

### **Y. CHANGES IN THE WORK**

- E. The UTILITY shall issue written notice to the Chief Engineer of any changes from the approved plans and Cost Estimates or any unscheduled or extra

work required with respect to a Utility Job Number. Such changes or extra work shall be reviewed, and if deemed acceptable, approved in writing by the Chief Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.

- F. In the event the UTILITY'S contract does not contain unit prices for the unscheduled or extra work to MODIFY the FACILITIES, the cost of any change in the approved final plans or the cost of extra work shall be negotiated between the UTILITY and its contractor and subject to approval by the ILLINOIS TOLLWAY, which approval shall not be unreasonably withheld or delayed.
- G. If the ILLINOIS TOLLWAY and the UTILITY cannot agree on the negotiated additional charges for proposed field changes or extra work to modify the FACILITIES and the UTILITY elects to proceed with the work in dispute, the UTILITY shall keep separate and complete records of the time and materials and other related costs required to perform the work in dispute. Nothing herein shall prevent the UTILITY from completing the extra work or field changes at its sole cost and expense. In this event, extra work submitted for reimbursement shall be negotiated based upon the applicable rates included within the "Schedule of Average Annual Equipment Ownership Expense" published by the Illinois Department of Transportation (IDOT).
- H. The Chief Engineer of the ILLINOIS TOLLWAY reserves the right to dis-allow proposed field changes or extra work and direct the UTILITY to stop work in connection with a Utility Job Number if continuation of the work results in a substantial increase in costs or disrupts the construction of the PROJECTS. However, the UTILITY may continue the work if necessary to restore or maintain service to its customers.

**XXI. REMOVAL OF EQUIPMENT AND SALVAGE**

- B. Upon completion of the removal or relocation of the FACILITIES in accordance with approved plans, or any modifications thereof as ordered by the ILLINOIS TOLLWAY, the UTILITY shall, without unreasonable delay,

dismantle and remove all existing permanent and temporary FACILITIES and other structures which have been abandoned, except for portions thereof which have been abandoned in place in accordance with approved plans, and shall inventory all materials having salvage value. The ILLINOIS TOLLWAY shall receive a credit from the UTILITY for the salvage value of the removed facilities.

## **XXII. RECORD DOCUMENTS**

**B.** The UTILITY shall provide the ILLINOIS TOLLWAY with one (1) set of reproducible full size (24" x 36") and one set of reduced size (11" x 17") as-built record drawings and specifications for each permanent FACILITY located within the ILLINOIS TOLLWAY'S right-of-way within ninety (90) calendar days after completion of work on the FACILITIES.

**B.** To the extent the PARTIES have prior agreements, which include, but shall not be limited to Rights of Entry, Permits and/or Contracts for Sale, which address Utility relocations and modifications and the associated financial responsibilities, they shall remain in force.

## **XXIII. INSURANCE**

**E.** The UTILITY agrees to procure and maintain, or with respect to operations undertaken by its contractors, to cause its contractors to procure and maintain insurance of the kinds and amounts specified herein with insurance companies rated A - or better by AM Best and authorized to transact insurance business in the State of Illinois, covering all operations undertaken pursuant to any order for MODIFICATIONS of the FACILITIES given by the ILLINOIS TOLLWAY under the terms of this Agreement. Before commencing any such work, the UTILITY shall furnish the Certificates of Insurance satisfactory to the ILLINOIS TOLLWAY, which states that written notice will be provided to the ILLINOIS TOLLWAY at least thirty (30) days in advance of cancellation of any required coverage. The ILLINOIS TOLLWAY'S failure to request a certificate of insurance or insurance policies does not constitute a waiver of the obligations and requirements to maintain the minimal coverage

specified as stated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS.

- F.** The UTILITY shall maintain the insurance requirements as well as third party liability insurance covering bodily injury and property damage with coverage and limits as specified in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS Section 107.27. All independent and outsourcing contracts and contractors for the UTILITY shall have and maintain the insurance limits as required by the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS and Section 107.27 in particular and have the ILLINOIS TOLLWAY named as an additional insured party.
- G.** In lieu of procuring and maintaining insurance as provided in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS (section 107.27), if the UTILITY is self-insured for any of the risks for which insurance is required, subject to the approval of the ILLINOIS TOLLWAY, it may furnish the ILLINOIS TOLLWAY with evidence of its financial responsibility to undertake such self-insurance. If approved, the Utility must provide the ILLINOIS TOLLWAY with a Certificate of Self-Insurance.
- H.** The UTILITY understands that the ILLINOIS TOLLWAY has not obtained Builders Risk Insurance covering loss to the property of the UTILITY on account of the work being performed by the UTILITY and its Contractors. Nothing in this Agreement is intended to impose liability on the ILLINOIS TOLLWAY for property losses of the UTILITY on account of work being performed by the UTILITY and its Contractors.

#### **XXIV. INDEMNIFICATION**

- C.** The UTILITY shall indemnify and save the ILLINOIS TOLLWAY, its directors, officers, agents, and employees harmless from any and all claims and liability for any loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with the work performed by the UTILITY or its contractors under this Agreement, or from the operations of the FACILITIES covered by this Agreement or resulting from the failure of the FACILITIES to operate properly or from other malfunctions of the FACILITIES, or from any other actions or inactions on the part



of or on behalf of the UTILITY in the design, construction, reconstruction or maintenance of the UTILITY'S FACILITIES located on or near the ILLINOIS TOLLWAY'S right-of-way.

- D. To the extent allowable by law, the ILLINOIS TOLLWAY shall indemnify and save the UTILITY, its affiliates, directors, officers, agents, and employees harmless from any and all liability for loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with the construction of the IMPROVEMENT by the ILLINOIS TOLLWAY or its Contractors, or from the ILLINOIS TOLLWAY'S operations on the ILLINOIS TOLLWAY'S right-of-way or from any other actions or inactions on the part of or on behalf of the ILLINOIS TOLLWAY in connection with the design, construction, reconstruction, operation, or maintenance of the IMPROVEMENT.

**XXV. SUBMISSIONS OF COSTS AND BILLING**

**B.** Upon completion of the work contemplated by a Utility Job Number or a PROJECT including more than one Utility Job Number, the UTILITY shall submit to the ILLINOIS TOLLWAY an invoice for reimbursement. All bills or invoices shall be accompanied by supporting documents detailing, at a minimum, the following costs and expenses itemized as follows:

1. Construction or Removal of FACILITIES.
  - a. Engineering Costs;
  - b. Labor Costs;

- c. Costs of Work Contracted for by the UTILITY;
- d. Motor Vehicle and Equipment Costs; and
- e. Material Costs;
- 2. General and Overhead Costs.
  - a. Administrative and General;
  - b. Payroll Taxes;
  - c. Pension, Welfare, and Insurance;
- 3. Credit for the salvage value of abandoned or removed Facilities.
  - 4. Credit for any and all Betterment of Facilities.
  - 5. Credit for the reimbursable percentage due to OTHER GOVERNMENT IMPROVEMENTS.

**C.** The bill/invoice shall be signed by a duly authorized representative of the UTILITY with a certification that he/she has examined the records and accounts of the UTILITY and that the statement is a true and complete bill for the items set forth therein.

**D.** Audit/retention of records: UTILITY and its subcontractors shall maintain books and records relating to the performance of the MODIFICATIONS necessary to support the amounts charged to the State in compliance with 30 ILCS 500/20-65. Books and records, including information stored in databases or other computer systems, shall be maintained by the UTILITY for a period of three years from the later of the date of final payment under the contract or completion of the contract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the ILLINOIS TOLLWAY, the Auditor General, the Executive Inspector General, and the State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The UTILITY and its contractors and subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the ILLINOIS TOLLWAY under the contract for which adequate books and records are not available to support the purported disbursement. The UTILITY or subcontractors shall not impose a charge for audit or examination of the UTILITY's books and records.

## **XXVI. PAYMENT**

**D.** After the UTILITY has submitted an approved invoice for reimbursement with all

required supporting statements and documentation, the ILLINOIS TOLLWAY shall promptly reimburse the UTILITY for its substantiated costs for the MODIFICATION of the FACILITIES covered by each Utility Job Number. Periodic or partial payments and invoicing shall be permitted for materials and supplies delivered with work completed. The UTILITY shall also submit, prior to payment, any additional information reasonably requested by the ILLINOIS TOLLWAY.

- E. Final payment by the ILLINOIS TOLLWAY for the cost of eligible reimbursable utility work performed on each Utility Job Number or improvement shall constitute full payment for the performance of its obligation to pay money and constitute full satisfaction of any and all claims for payment of money which the UTILITY may have against the ILLINOIS TOLLWAY arising from the Utility Job Number or improvement set forth in this AGREEMENT.
- F. The UTILITY shall submit a final invoice within one (1) year of the completion of work on each Utility Work Order. The final invoice shall be marked "FINAL INVOICE" and shall state the date on which the last work was performed or the last item of billed expense was incurred.

#### **XXVII. FUTURE REMOVALS OR RELOCATIONS**

If at any time the ILLINOIS TOLLWAY determines that it is necessary to remove, adjust, protect or relocate the UTILITY'S FACILITIES, the PARTIES shall proceed in accordance with the terms and conditions of this Agreement.

#### **XXVIII. MODIFICATIONS**

Any modification to this Agreement must be in writing and executed by the duly authorized representatives of the PARTIES.

#### **XXIX. TERMINATION**

Either PARTY may terminate this Agreement upon one (1) year prior written notice to the other PARTY.

**XXX. GENERAL PROVISIONS**

- H. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Illinois. Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought in DuPage County, Illinois.
- I. 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.
- J. Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is \_\_\_\_\_ and it is doing business as a private entity, whose mailing address is \_\_\_\_\_.
- K. This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES.
- L. This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and assigns.
- M. The failure by the ILLINOIS TOLLWAY or the UTILITY 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 UTILITY unless such provision is waived in writing.

**NOTICES**

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

To: The Illinois State Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois 60515  
Attention: Chief Engineer

To: ILLINOIS BELL TELEPHONE COMPANY  
D/B/A AT&T ILLINOIS  
N17 W24300 Riverwood Drive  
Waukesha, Wisconsin 53188  
Attention: Ms. Bobbi Mueller  
Director of Engineering

**EXHIBITS:**

The following exhibits are attached to this agreement and hereby incorporated by reference

Exhibit A: Notice of Utility Interference (NOI)

Exhibit B: Order for Utility work

Exhibit C: Notice to Proceed (NTP)

Exhibit D: Edited Accommodation of Utilities On The Tollway System For Relocating Existing Facilities during Construction of the Tollway: Section "C" Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

Date:

\_\_\_\_\_  
Kristi Lafleur, Executive Director

ATTEST: \_\_\_\_\_

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

Secretary

ILLINOIS BELL TELEPHONE COMPANY  
D/B/A AT&T ILLINOIS

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

Date:

\_\_\_\_\_  
Ms. Bobbi Mueller Director of Engineering

ATTEST: \_\_\_\_\_

Date:

\_\_\_\_\_  
Secretary

Approved as to Form and Constitutionality

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



## EXHIBITS

"A" – NOTIFICATION OF UTILITY INTERFERENCE

"B" – ORDER FOR UTILITY WORK

"C" – NOTICE TO PROCEED – UTILITY WORK

"D" – ACCOMMODATION OF UTILITIES ON  
THE TOLLWAY SYSTEM – EDITED

**EXHIBIT A**

**Utility Job Number** \_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY NOTIFICATION  
OF UTILITY INTERFERENCE**

\_\_\_\_\_ **TOLLWAY**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Utility or Municipality)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Dear Sir,  
This is notification that your facilities consisting  
of \_\_\_\_\_

\_\_\_\_\_  
**BRIEF DESCRIPTION OF FACILITIES**

Location \_\_\_\_\_

\_\_\_\_\_  
**GENERAL LOCATION OF INTERFERENCE**

Within \_\_\_\_\_ and more specifically located at \_\_\_\_\_ + \_\_\_\_\_, \_\_\_\_\_  
on the

**DESIGN SECTION/CONTACT NUMBER**

**STATION NUMBER MILEPOST NO.**

\_\_\_\_\_ Tollway, will interfere with the construction or improvement of said Toll  
Highway

This interference has been assigned UTILITY JOB NUMBER

\_\_\_\_\_  
Recommended for Notification this \_\_\_\_\_ day of \_\_\_\_\_ of  
20 \_\_\_\_\_

By \_\_\_\_\_  
DESIGN SECTION ENGINEER

By \_\_\_\_\_  
ISTHA UTILITY SECTION

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

Signed \_\_\_\_\_  
CHIEF ENGINEER

10-24-14 rev/mcs

**EXHIBIT B**

**Utility Job Number:** \_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
ORDER FOR UTILITY WORK \_\_\_\_\_  
TOLLWAY**

\_\_\_\_\_

The \_\_\_\_\_ hereby requests authority to do such work as shown on \_\_\_\_\_ (Utility or Municipality) the attached drawings and identified by Utility Job Number \_\_\_\_\_ in accordance with the terms and conditions of the Utility Agreement dated \_\_\_\_\_, 20\_\_\_\_ and the Supplemental Provisions and Restrictions as may be hereinafter set forth: Final Plans, a detailed Cost Estimate, and time estimate to perform the utility work are attached.

A summary of the estimated cost and time requirements are listed below:

7. Estimated Cost of Abandoning, Removing or Retiring Existing Facilities: \$ \_\_\_\_\_
8. Estimated Cost of Adjusting or Protecting Existing Facilities: \$ \_\_\_\_\_
9. Estimated Cost of Relocating Facilities: \$ \_\_\_\_\_
10. Estimated Cost of Temporary Facilities: \$ \_\_\_\_\_
11. Estimated Cost of Additional Right-of-Way (if required): \$ \_\_\_\_\_
12. Estimated Credit for Used Life, Betterment, Salvage: \$ \_\_\_\_\_

**Total Estimated Cost: \$ \_\_\_\_\_**

The estimated time to complete the work is \_\_\_\_\_ days.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_. \_\_\_\_\_  
(Utility or Municipality)

\_\_\_\_\_  
Signature Title

Recommended for Approval this \_\_\_\_\_ day of \_\_\_\_\_ of 20 \_\_\_\_\_.

\_\_\_\_\_  
Design Section Engineering Signature

Tollway Utility Section  
Approved and Ordered for Construction this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed \_\_\_\_\_  
Chief Engineer

10-24-14 rev/mcs

**EXHIBIT C**

Utility Job Number

\_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
NOTICE TO PROCEED – UTILITY WORK**

\_\_\_\_\_

\_\_\_\_\_. Date

\_\_\_\_\_  
(Utility or Municipality)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

Gentlemen:

You are hereby authorized to proceed, effective this date, with construction of the utility work Identified by Utility Job Number \_\_\_\_\_.

All work is subject to the terms and conditions of the Utility Agreement and the approved Order for Utility Work. The estimated time to complete the utility work is \_\_\_\_\_ days.

It is the Utility's responsibility to make known to itself the construction schedule for the project and to coordinate the utility work with the work of others.

Sincerely,

---

Chief Engineer  
Illinois State Toll Highway Authority

10-24-14 rev/mcs

## EXHIBIT D

**C.3. 1 Underground Crossings at Overpass Structures.** Any underground facility that passes under the Tollway at an overpass structure need not be relocated unless such facility interferes with the construction of the bridge footings or foundations or will be affected by a grade change in the local road. Existing grade and type of construction will be satisfactory if the facility in its original or altered location passes under the structure in a location in which no disturbance of the structure or essential portion of the roadway would be necessary to effect repairs. In the event the relocation would place the facility outside the limits of the structure and in or under the embankment of the Tollway, construction of the relocated facility shall conform to requirements of Article C.3.2.

**C.3.2 Requirements for Casing.** All underground crossing of the Tollway pavement, shoulders and median by Utility facilities, except as exempted below or in Sections C.3.1 and C.3.5 of these provisions, shall be installed as specified below in casing of new long life material of sufficient strength to withstand the dead and live loads imposed upon it. These crossings shall include but not

necessarily be limited to the following:

A. Power Lines. All electrical conductors carrying power having voltages of less than 138KV shall be installed in steel conduit or in duct encased in concrete.

B. Telephone and Communication Lines. All communication lines shall be provided with either steel casing, pipe or duct encased in concrete. **The use and placement of conduits or casings will be mutually decided on with the type of installation on a case by case bases.**

C. Water Mains. All water mains shall be encased in steel casing and vented

D. Sewage Force Mains. All force mains shall be encased in steel casing or concrete pipe and vented.

E. Crude Oil and Oil Product Lines. All product lines carrying nonexplosive transmittants shall be encased in either steel casing or concrete pipe and vented.

F. Gas Lines Carrying Natural and Artificial Gas. All gas lines shall be encased in steel casing and vented. An uncased carrier may be acceptable for installation if the steel pipe used is of increased wall thickness, epoxy coated, and a cathodic protection system is installed.

Hazardous Transmittants. All pipelines carrying hazardous transmittants shall be encased in steel casing

## RESOLUTION NO. 20659

**Background**

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding a personal injury lawsuit (No. 2009 L 15374, Circuit Court Cook County) with Plaintiff, Sabrina Carollo. The General Counsel has apprised the Board of the proposed settlement in Executive Session, which will result in the case being dismissed.

**Resolution**

The settlement of Sabrina Carollo’s lawsuit (No. 2009 L 15374, Cook County) is approved per the terms discussed with the Board in Executive Session. The General Counsel is authorized to finalize an appropriate settlement agreement consistent with the terms presented to the Board. The Chair or the Executive Director is authorized to execute the final settlement agreement, the General Counsel is authorized to execute any and all other documents necessary to effectuate this settlement and resolve all adjunct legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20660

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to resolution No. 19745 approved July 26, 2012, authorized certain law firms to potentially provide the Tollway with legal services in connection with the Tollway’s existing capital debt, new bond issues, and other upcoming financing initiatives; and

It is necessary and desirable for the Tollway to periodically select, from that previously authorized group, firms to be utilized for the next financing transactions the Tollway is contemplating, namely, a potential refunding of certain of its bonds pursuant to a plan to be approved by the Board, or issuance of new bonds as part of its previously approved Move Illinois capital program, and to perform legal services in connection with such transactions and the Tollway’s capital financing program.

**Resolution**

The General Counsel is authorized to retain the firm of Mayer Brown LLP as Bond Counsel, and the firm of Foley & Lardner LLP as Issuer’s Counsel to provide the services described herein on the first planned 2015 transactions, which may include a new money issuance and/or a refunding of the Toll Highway Senior Priority Revenue Bonds, 2008 Series B. Further, the Tollway is authorized to make the recommendation of the firm Ice Miller LLP to serve as underwriters’ Counsel in such transaction(s).

The fee arrangements exclusive of reasonable and necessary costs for the next financing transaction(s) remain as follows:



## RESOLUTION NO. 20660

**Resolution - Continued**

Bond Counsel Fee: Not to exceed the following:

<i>Minimum</i>	\$50,000	<i>Maximum</i>	\$180,000
	<i><u>\$ per \$1K par</u></i>	<i><u>Increment</u></i>	<i><u>Cumulative</u></i>
<i>Up to \$100M</i>	\$0.60	\$60,000	\$60,000
<i>\$100-\$200M</i>	\$0.40	\$40,000	\$100,000
<i>\$200-\$300M</i>	\$0.15	\$15,000	\$115,000
<i>\$300-\$500M</i>	\$0.15	\$30,000	\$145,000
<i>\$500-\$700M</i>	\$0.05	\$10,000	\$155,000
<i>\$700-\$1000M</i>	\$0.05	\$15,000	\$170,000

ISSUER'S COUNSEL FEE: 50% of the Bond Counsel Fee.  
 UNDERWRITER COUNSEL FEE: 80% of the Bond Counsel Fee.

The above fees are separate and apart from such standard Special Assistant Attorney General fees as may become applicable for the performance of other related legal services as described herein.

The Chair, Executive Director, or General Counsel is authorized to execute any documents necessary to effectuate such legal representation subject to the approval of the Illinois Attorney General; and the Chief of Finance is authorized to issue warrants in payment thereof.



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

## RESOLUTION NO. 20661

**Background**

It is in the best interest of the Illinois State Toll Highway Authority to enter into a Collective Bargaining Agreement with the Metropolitan Alliance of Police, Chapter #336 (“MAP”), effective as of November 1, 2014 through October 31, 2018.

**Resolution**

The Chief of Administration and the General Counsel are authorized to finalize a Collective Bargaining Agreement between the Illinois State Toll Highway Authority and MAP, in accordance with the terms and conditions presented to the Board in Executive Session discussion. 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

## RESOLUTION NO. 20662

**Background**

It is in the best interest of the Tollway and its patrons to amend the administrative rules, consistent with recently passed Illinois law, to reflect an increase in the speed limits in certain segments of the Tollway system for cars, buses, and trucks. The Tollway and its traffic engineers have studied the system segments and determined that speed limit increases are warranted in sections of the Ronald Reagan (I-88), Veterans Memorial (I-355), and Tri-State (I-294). Subject to Illinois Department of Transportation concurrence and Joint Committee on Administrative Rules approval, the following speed limit increases are recommended:

- I-294 between M.P. 7.6 (I-57) and M.P. 23.1 (I-55), increase to 60 mph (All Vehicles).
- I-294 between M.P. 42.1 (Touhy Avenue) and I-94 M.P. 24.2 (Deerfield Road), increase to 60 mph (All Vehicles).
- I-94 M.P. 24.2 (Deerfield Road) to I-94 M.P. 7.5 (Stearns School Road), increase to 65 mph (Cars and Buses) increase to 60 mph (Trucks).
- I-88 between M.P. 140.0 (Eisenhower Expressway) and M.P. 117.0 (Illinois Rt. 31), increase to 60 mph (All Vehicles).
- I-88 between M.P. 117.0 (Illinois Rt. 31) and M.P. 114.4 (Orchard Road) increase to 65 mph (Cars).
- I-88 between M.P. 101.7 (DeKalb/Kane County Line) and M.P. 117.0 (Illinois Rt. 31), increase to 60 mph (Trucks), increase to 65 mph (Buses).
- I-355 between M.P. 12.3 (I-55) and M.P. 29.8 (Army Trail Road), increase to 60 mph (All Vehicles).

CONTINUED RESOLUTION NO. 20662

**Resolution**

The Chief Engineer and the General Counsel are hereby directed, consistent with recent engineering studies performed on the Tollway's behalf, to pursue necessary approvals and take appropriate steps required to amend its current administrative rules to provide for changes in Tollway speed limits as generally outlined above.



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