

## RESOLUTION NO. 20734


**Background**

It is necessary and in the best interest of the Illinois State Toll Highway Authority to fill the office of Executive Director.

**Resolution**

Mr. Greg Bedalov is appointed Executive Director of the Illinois State Toll Highway Authority, with immediate effect as of the unanimous approval of the respective motion presented at the Regular Meeting of the Tollway Board of Directors held on June 25, 2015 (the "Board Meeting"). The Chair is authorized to establish a reasonable salary and benefits for the Executive Director, consistent with the discussion of such topics in the Executive Session of the Board held in connection with the Board Meeting. The Executive Director, Mr. Bedalov, shall be responsible for the day-to-day operations of the Tollway, reporting to the Chair and the Board of Directors.

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

  
Chairman

## RESOLUTION NO. 20716

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring a Radio Infrastructure Upgrade through the Central Management Services ("CMS") master contract with Motorola Solutions, Inc. (Tollway Contract No. 15-0066) for an upper limit of compensation not to exceed \$607,531.92. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

**Resolution**

The utilization of the CMS master contract for the purchase of a Radio Infrastructure Upgrade from Motorola Solutions, Inc. (Tollway Contract No. 15-0066) is approved in an amount not to exceed \$607,531.92. 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: \_\_\_\_\_

Chairman

## RESOLUTION NO. 20717

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Medium- and Heavy-Duty Trucks. Pursuant to the Tollway's Invitation for Bids No. 14-0091, the Tollway has determined that Patson, Inc. (d.b.a. TransChicago Truck Group); R.N.O.W., Inc.(d.b.a. Refuse and Recycling Needs of Wisconsin); Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield East); and Peterbilt Illinois – Joliet, Inc. (d.b.a. JX Peterbilt – Bolingbrook) are the lowest responsible bidders for Medium- and Heavy-Duty Trucks for an aggregate upper limit of compensation not to exceed \$1,878,740.00.

**Resolution**

The bids from Patson, Inc. (d.b.a. TransChicago Truck Group); R.N.O.W., Inc.(d.b.a. Refuse and Recycling Needs of Wisconsin); Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Springfield East); and Peterbilt Illinois – Joliet, Inc. (d.b.a. JX Peterbilt – Bolingbrook) for the purchase of Medium- and Heavy-Duty Trucks are accepted. Contract No. 14-0091 is approved in an aggregate amount not to exceed \$1,878,740.00. 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: \_\_\_\_\_

Chairman

## RESOLUTION NO. 20718

**Background**

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-15-5710 for Roadway Lighting Upgrades on the Reagan Memorial Tollway (I-88) from Milepost 113.8 (IL 56) to Milepost 139.1 (York Road). The lowest responsible bidder on Contract No. RR-15-5710 is Meade, Inc. in the amount of \$1,358,200.32.

**Resolution**

Contract No. RR-15-5710 is awarded to Meade, Inc. in the amount of \$1,358,200.32, 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: \_\_\_\_\_

Chairman

## RESOLUTION NO. 20719

**Background**

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-14-4644 for Roadway and Bridge Construction on the Illinois 390 from Milepost 15.3 (Lively Boulevard) to Milepost 16.6 (Thomas Drive). The lowest responsible bidder on Contract No. I-14-4644 is Plote Construction, Inc. / Dunnet Bay Construction Co., (JV) in the amount of \$51,160,387.11.

**Resolution**

Contract No. I-14-4644 is awarded to Plote Construction, Inc. / Dunnet Bay Construction Co., (JV) in the amount of \$51,160,387.11, 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: \_\_\_\_\_

  
Chairman

RESOLUTION NO. 20720

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-15-5709 for Clean and Televised Drainage System on the Tri-State Tollway (I-294) from Milepost 6.3 (159th Street) to Milepost 18.5 (87th Street). The lowest responsible bidder on Contract No. RR-15-5709 is National Power Rodding Corporation in the amount of \$1,268,827.50.

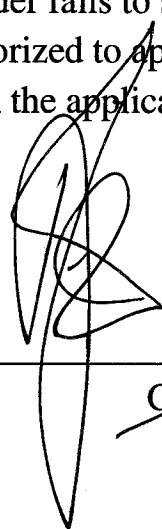
**Resolution**

Contract No. RR-15-5709 is awarded to National Power Rodding Corporation in the amount of \$1,268,827.50, 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: \_\_\_\_\_



Chairman

## RESOLUTION NO. 20721

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20070 approved August 29, 2013 entered into an Agreement with Engineering Services Group, Inc. on Contract I-11-4019 for Construction Management Services for Interchange Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 76.1 (Lee Street).

Per Tollway request, Engineering Services Group, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract I-11-4019, increasing the contract upper limit by \$249,072.34 from \$1,999,810.80 to \$2,248,883.14. It is necessary and in the best interest of the Tollway to accept the proposal from Engineering Services Group, Inc.

**Resolution**

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

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

## RESOLUTION NO. 20722

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20569 approved on January 29, 2015, entered into Agreement for Contract No. I-14-4205 with Plote Construction, Inc. / Dunnet Bay Construction Co., (JV) for Reconstruction and Widening on Jane Addams Memorial Tollway (I-90) from Milepost 56.8 (IL 25) to Milepost 60.8 (Higgins Road). This Extra Work Order is to provide for construction of additional retaining wall and modify the drainage; 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 \$1,083,824.97 increasing the upper limit of compensation with Plote Construction, Inc. / Dunnet Bay Construction Co., (JV) under the Agreement from \$76,921,585.38 to \$78,005,410.35 on Contract No. I-14-4205 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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

Chairman





6/25/15

6.2/7

RESOLUTION NO. 20723

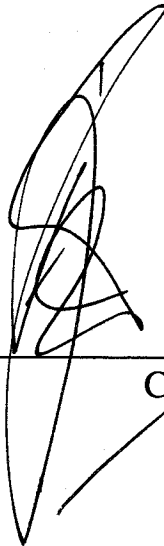
**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20005 approved on June 27, 2013, entered into Contract I-13-4115 with Plote Construction, Inc. for Roadway Widening & Reconstruction Westbound, on the Jane Addams Memorial Tollway (I-90) from Milepost 49.7 (Union Pacific Railroad) to Milepost 53.6 (West of the Elgin Toll Plaza). 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 \$1,674,383.71 on Contract No. I-13-4115 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by:



Chairman

## RESOLUTION NO. 20724

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20006 approved on June 27, 2013, entered into Contract I-13-4124 with Plote Construction, Inc. for Roadway Reconstruction and Widening, on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 45.8 (West of IL 47) to Milepost 49.7 (West of the Union Pacific Railroad). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

**Resolution**

Release of retainage in the amount of \$855,206.61 on Contract No. I-13-4124 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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

  
Chairman

6/25/15

6.2/9

RESOLUTION NO. 20725

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20065 approved on August 29, 2013, entered into Contract No. I-13-4143 with PirTano Construction Company, Inc. for Fiber Optic System Relocation, Systemwide. To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

**Resolution**

Full release of retainage on Contract No. I-13-4143 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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



Chairman

6/25/15

6.2/11

RESOLUTION NO. 20726

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20182 approved on December 19, 2013, entered into Contract No. I-13-5684 with F H Paschen, S.N. Nielsen & Assoc., LLC for Retaining Wall, Noise Wall and Drainage Improvements on the Jane Addams Memorial Tollway (I-90), from Milepost 60.8 (West of Higgins Road) to Milepost 68.1 (IL 53). 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-13-5684 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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



Chairman

6/25/15

6.2/12

RESOLUTION NO. 20727

**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20122 approved on October 24, 2013, entered into Contract No. RR-13-9139R with The Bowa Group, Inc. for Roof Repairs and Replacements on the Tri-State Tollway (I-294), at Milepost 41.6 (Maintenance M-3 & R&S Building), Milepost 40.5 (Plaza 32 O'Hare Interchange), Milepost 40.3 (Plaza 31 O'Hare West) and Milepost 2.5 (Plaza 47 Halsted Street). 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-13-9139R is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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



Chairman

## RESOLUTION NO. 20728


**Background**

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20207 approved on January 23, 2014, entered into Contract No. 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 completed in an acceptable manner.

**Resolution**

Full release of retainage on Contract No. I-13-5686 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by:

  
\_\_\_\_\_

Chairman

RESOLUTION NO. 20729

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Transportation, the County of Cook, Elk Grove Village, and the Village of Itasca in connection with improvements to the Devon Avenue Bridge over the I-290 Expressway as part of the Elgin O’Hare Western Access construction. Certain construction contracts occur within the parties’ jurisdictional limits, and the Agreement delineates maintenance responsibilities by the parties. Additionally, Elk Grove Village and the Village of Itasca have requested the Tollway add installation of decorative fence railing on the bridge, decorative parapet columns, custom form liner for outside parapet, concrete stain along the Devon Avenue Bridge, and hand rail painting to the project. The estimated cost of these additional improvements is \$160,251.96, which shall be reimbursed to the Tollway by Elk Grove Village and the Village of Itasca in accordance with the Agreement.

**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 Illinois Department of Transportation, the County of Cook, Elk Grove Village, and the Village of Itasca in substantially the form attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,  
THE COUNTY OF COOK,  
ELK GROVE VILLAGE  
AND  
THE VILLAGE OF ITASCA**

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 STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, the COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting by and through its COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (hereinafter called the "COUNTY"), ELK GROVE VILLAGE, a municipal corporation of the State of Illinois, hereinafter called "ELK GROVE", and THE VILLAGE OF ITASCA, a municipal corporation of the State of Illinois, hereinafter called "ITASCA", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the DEPARTMENT and the ILLINOIS TOLLWAY after extensive study and analysis agreed that the Elgin O'Hare Expressway should be rehabilitated, constructed and operated as a tolled facility; and

WHEREAS, the DEPARTMENT and the ILLINOIS TOLLWAY executed a Memorandum of Understanding on June 15, 2012 (hereinafter referred to as the "MOU" concerning the "Elgin O'Hare West Bypass"; and

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

WHEREAS, certain construction contracts will occur within ELK GROVE and ITASCA, this AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-13-4608, the Devon Avenue Bridge over the I-290 Expressway (hereinafter referred to as the "PROJECT") by making the following improvements:

The existing Devon Avenue Bridge over the I-290 Expressway (hereinafter "I-290") will be removed and replaced with a new two span bridge to accommodate the widening of the eastbound I-290 lanes and the new eastbound I-290 to the Elgin O'Hare Expressway interchange ramps. The PROJECT also includes the construction of a 10' shared use path along the north side of the bridge and space for a sidewalk along the south side of the bridge provided within the



structure limits, a 5' sidewalk along the approach pavement on the north side east and west of the bridge, sidewalk stub outs on both the east and west approaches on the south side of the bridge, drainage improvements, landscaping, the installation of pavement markings, signing, roadway lighting, and all work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, ELK GROVE and ITASCA request that the ILLINOIS TOLLWAY include in its PROJECT the installation of decorative fence railing on the bridge, decorative parapet columns, custom formliner for outside parapet, concrete stain along the Devon Avenue Bridge, and hand rail painting (aesthetics beyond what the ILLINOIS TOLLWAY is providing corridor wide), (collectively referred to as the "VILLAGE's IMPROVEMENTS"); and

WHEREAS, the ILLINOIS TOLLWAY agrees to install the VILLAGE's IMPROVEMENTS as part of the PROJECT; and

WHEREAS, Devon Avenue and the Devon Avenue Bridge are under the jurisdiction and maintenance of the COUNTY as County Highway B11; and

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

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

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

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

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

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

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

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans, specifications and contract documents for the PROJECT, subject to reimbursement by ELK GROVE and ITASCA as hereinafter stipulated. ELK GROVE and ITASCA agree to perform preliminary engineering of the VILLAGE's IMPROVEMENTS.

- B. The DEPARTMENT, the COUNTY, ELK GROVE and ITASCA shall review the plans and specifications which impact the DEPARTMENT's, the COUNTY's, ELK GROVE's and ITASCA's respectively maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the PARTIES within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the PARTIES shall mean they agree with all specifications in the plans, including alignment and location of the PROJECT improvements and the VILLAGE's IMPROVEMENTS which impact their maintained highways. In the event of disapproval, the DEPARTMENT and/or the COUNTY and/or ELK GROVE and/or ITASCA will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- C. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DEPARTMENT, the COUNTY, ELK GROVE and ITASCA by the ILLINOIS TOLLWAY.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, 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 DEPARTMENT, the COUNTY, ELK GROVE, and ITASCA shall all grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by any of the PARTIES.
- G. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2014, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

## **II. RIGHT OF WAY**

- A. The acquisition or transfer of right of way is not required from any of the PARTIES for the construction of the PROJECT pursuant to the approved plans and specifications.

Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in any of the PARTIES right of way or of the ILLINOIS TOLLWAY's right of way.

- B. It is understood that none of the PARTIES have consented in this AGREEMENT to the transfer of any interest in property or rights of way which any PARTY deem necessary for the maintenance and operation of their respective highway systems.
- C. In the event, the ILLINOIS TOLLWAY identifies areas of the DEPARTMENT's, the COUNTY's, ELK GROVE's or ITASCA's right of way needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to complete the PROJECT, the identified PARTY, shall upon the ILLINOIS TOLLWAY's application to the PARTY's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the PARTY shall waive the contractor's surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by any PARTY.
- D. ITASCA and ELK GROVE respectively, shall apply for a permit from the DEPARTMENT/COUNTY to construct entry monuments and landscape enhancements in the future, ITASCA's to be located in the northwest quadrant of the PROJECT and ELK GROVE's to be located in the southeast quadrant of the PROJECT within DEPARTMENT/COUNTY right of way. Approval of said permits for the entry monuments shall not be unreasonably withheld by the DEPARTMENT/COUNTY.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide all PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within their existing rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to ILLINOIS TOLLWAY facilities where they cross the other PARTY's highway rights of way; and 2) to the PARTIES facilities improved as part of the PROJECT.
- C. The PARTIES agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within their respective existing rights of way, and on proposed rights of way where improvements to any of the PARTIES respective highways are proposed by any of the PARTIES to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the other PARTIES jurisdiction, where improvements to ILLINOIS

TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the other PARTIES.

- E. At all locations where utilities are located on any PARTY's rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the respective PARTY 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 PARTY for any and all out of pocket costs the PARTY may incur in causing the aforementioned utility or utilities to be adjusted.
- F. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by any of the PARTIES, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where any PARTY's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the PARTY or due to work proposed by the ILLINOIS TOLLWAY, the PARTY agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The PARTY agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. At all locations where utilities are located on an existing easement and are thus eligible for reimbursement for any adjustments or relocations caused by the PROJECT, the ILLINOIS TOLLWAY shall be fully responsible for said utility reimbursement costs.

#### IV. CONSTRUCTION

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

- D. The ILLINOIS TOLLWAY shall require its contractor(s) working within any of the PARTIES rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2014, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- E. The ILLINOIS TOLLWAY shall require that the PARTIES, their agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the PARTIES will be added as additional protected PARTY's on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- F. The PARTIES and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the PARTY's infrastructure and/or right of way. All PARTIES may assign personnel to perform inspections on behalf of the respective PARTY of all work included in the PROJECT that affects the PARTY's infrastructure and/or right of way, 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.
- G. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- H. The ILLINOIS TOLLWAY shall give notice to all PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the PARTIES, and all PARTIES shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If any of the PARTIES do not perform a final inspection within fifteen (15) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the PARTY. At the request of any of the PARTIES, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the PARTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The PARTY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- I. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work 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. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by ELK GROVE and ITASCA as hereinafter stipulated. Except as identified in Section I.E. and Section III. E. herein, the COUNTY shall not incur any costs for the PROJECT.
- B. It is mutually agreed by the PARTIES hereto that preliminary engineering for the VILLAGE's IMPROVEMENTS is the responsibility of ELK GROVE and ITASCA and that construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost for the VILLAGE's IMPROVEMENTS is \$145,683.60 for construction costs and \$14,568.36 (10% of construction costs) for construction engineering, for a total estimated cost to ELK GROVE and ITASCA of \$160,251.96, as shown on "Exhibit A".
- D. The estimated cost for the Bridge Fence Railing is the incremental cost difference between the ILLINOIS TOLLWAY's standard bridge fence railing and the "Special Bridge Fence Railing" requested by ELK GROVE and ITASCA. It is further agreed that notwithstanding the estimated cost, ELK GROVE and ITASCA shall be responsible for the 50% each of the actual costs associated with the VILLAGE's IMPROVEMENTS described in the Recital section of this AGREEMENT.
- E. ELK GROVE and ITASCA each agree that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, ELK GROVE and ITASCA each will pay to the ILLINOIS TOLLWAY, an amount equal to 50% of their obligation incurred under this AGREEMENT, based upon actual bid prices, and they will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on actual final costs. ITASCA's cost responsibility for the final payment to the ILLINOIS TOLLWAY for their financial obligation as described in this AGREEMENT shall be reduced by a \$26,624.66 credit from the ILLINOIS TOLLWAY as specified in Section V.F. of a separate agreement executed on September 24, 2014 for Contract I-13-4600 and Contract I-13-4606 between the ILLINOIS TOLLWAY, ITASCA and the DEPARTMENT.
- F. Any of the PARTIES 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 upon completion of the PROJECT.

## VI. MAINTENANCE - DEFINITIONS

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

identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief 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 DEPARTMENT rights of way:
  - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the DEPARTMENT's highway over the local road.
  - 2. Type 2. An intersection where a grade separation structure has been constructed to carry a COUNTY road over the DEPARTMENT's 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 DEPARTMENT highway.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede the earlier Agreement of July 14, 1969, entered into by the DEPARTMENT and the COUNTY hereto regarding maintenance of the Devon Avenue Bridge within the limits of this PROJECT.
- B. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall have jurisdiction and maintenance responsibilities for the Elgin O'Hare Expressway upon transfer from the DEPARTMENT, in its entirety. The DEPARTMENT shall retain jurisdiction and maintenance for I-290 in its entirety and the COUNTY shall retain



jurisdiction and maintenance responsibilities for Devon Avenue in its entirety, except as stated below.

- C. ELK GROVE agrees to maintain, or cause to maintain, the north side of the Devon Avenue Bridge decorative fence railing, the decorative parapet columns, the custom formliner for the outside parapet, the pilasters, rust removal from the parapets as a result of rust spilling over from the decorative fence railing, the painted hand rail, and the sidewalk on both the east and west approaches on the north side in their entirety. If the adjacent sidewalks on the east and west side of the bridge are clean and/or cleared by ELK GROVE, then ELK GROVE agrees to perform such operations on the connecting the shared use path on the north side of the Devon Avenue Bridge structure.
- D. ITASCA agrees to maintain, or cause to maintain, the south side of the Devon Avenue Bridge, decorative fence railing, the decorative parapet columns, the custom formliner for the outside parapet, the pilasters, rust removal from the parapets as a result of rust spilling over from the decorative fence railing, the painted hand rail, and the sidewalk stub outs on both the east and west approaches on the south side in their entirety. If in the future, ITASCA constructs a sidewalk on the south side of the Devon Avenue providing a connection to the Devon Avenue Bridge structure and if the adjacent sidewalks on the east and west side of the bridge are clean and/or cleared by ITASCA, then ITASCA agrees to perform such operations on the connecting sidewalk on the south side of the Devon Avenue Bridge.
- E. The COUNTY agrees to invite ELK GROVE and ITASCA to accompany them on biennial or other scheduled bridge inspections for the purposes of determining need for any maintenance or rust removal, and the need for required maintenance shall be jointly agreed upon by all PARTIES.
- F. ELK GROVE and ITASCA further agree to be responsible for concrete stain including future staining if the stain fades or the re-staining of future concrete repair sections on the Devon Avenue Bridge. The need for such work shall jointly be agreed upon by all PARTIES. The COUNTY and the DEPARTMENT agree to issue appropriate permits for such work as required. In addition, the COUNTY and the DEPARTMENT agree to provide ELK GROVE and ITASCA the opportunity to include concrete staining as part of applicable future bridge repairs at their sole cost.
- G. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
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Type 2	Devon Avenue
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Type 2 - COUNTY Roadway over DEPARTMENT Right of Way

- 1. The COUNTY has all maintenance responsibility as to the following:
  - a. All COUNTY right of way and COUNTY highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter,

shoulders, guardrail, approach slabs, and approach embankments outside access control fences.

b. The following portions of the grade elevation structure:

- i. The wearing surface;
- ii. The shared use path on the north side and the space for sidewalk on the south side of the bridge;
- iii. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, etc;
- iv. Drainage facilities above structural beams and girders;
- v. All lighting except underpass;
- vi. All COUNTY signals and signs;
- vii. All drainage facilities carrying exclusively COUNTY drainage.

2. The DEPARTMENT has all maintenance responsibility for all portions thereof not maintained by the COUNTY as set forth herein, including but not limited to the following:

- a. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
- b. All fences along DEPARTMENT routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
- c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
- d. All remaining drainage facilities installed for the purpose of carrying exclusively DEPARTMENT Highway drainage;
- e. All underpass lighting.

H. The PARTIES agree that the DEPARTMENT reserves the exclusive right to review and approve the following:

1. Any and all signage affixed to the grade separation structure or placed on DEPARTMENT right of way;
2. The permitting of any and all loads traversing a grade separation structure over the DEPARTMENT that exceed the limits set forth in 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.604 (Practical Maximum Weights);

3. The permitting of any and all loads traversing a grade separation structure over the DEPARTMENT issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves);
  4. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the DEPARTMENT will consult with the COUNTY as to the bridge conditions which warrant such restrictions;
  5. Closure of lanes of traffic on or under the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the COUNTY will consult with the DEPARTMENT before such closure;
  6. Attachment to the grade separation structure, or placement on or across DEPARTMENT right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the COUNTY roadway or performance of COUNTY maintenance obligations under this AGREEMENT, the COUNTY may make such attachment or placement only after approval of the DEPARTMENT.
- I. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
  - J. In the event that any PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the COUNTY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.
  - K. ELK GROVE agrees to indemnify and hold the ILLINOIS TOLLWAY and the DEPARTMENT and their employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the north side of the Devon Avenue Bridge decorative fence railing, the decorative parapet columns, the custom formliner for the outside parapet, the pilasters, rust removal from the parapets as a result of rust spilling over from the decorative fence railing, the sidewalk on both the east and west approaches on the north side, or in the adjacent sidewalks on the east and west side of the bridge if they are clean and/or cleared by ELK GROVE, then ELK GROVE agrees to such operations on the connecting the shared use path on the north side of the Devon Avenue Bridge structure.
  - L. ITASCA agrees to indemnify and hold the ILLINOIS TOLLWAY and the DEPARTMENT and their employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the south side of the Devon Avenue Bridge, the decorative fence railing, the decorative parapet columns, the custom formliner for the

outside parapet, the pilasters, rust removal from the parapets as a result of rust spilling over from the decorative fence railing, the sidewalk stub outs on both the east and west approaches on the south side or if in the future, ITASCA constructs a sidewalk on the south side of the Devon Avenue providing a connection to the Devon Avenue Bridge structure and if the adjacent sidewalks on the east and west side of the bridge are clean and/or cleared by ITASCA, then ITASCA agrees to such operations on the connecting sidewalk on the south side of the Devon Avenue Bridge.

## **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. During construction, the COUNTY shall continue to maintain all portions of the PROJECT within the COUNTY's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the DEPARTMENT shall continue to maintain all portions of the DEPARTMENT Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the PARTIES.
- C. ELK GROVE agrees to defend, indemnify, and hold harmless the ILLINOIS TOLLWAY and the COUNTY and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to claims arising out of or incident to the construction, use, repair and/or maintenance of the shared use path and/or acts, errors or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the PARTIES, excluding any loss or damage caused by any negligence on the part of the COUNTY relating to the shared use path.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Village of Itasca, the Village of Elk Grove, the County of Cook, the Illinois Department of Transportation and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the DEPARTMENT shall have jurisdiction of I-290. The COUNTY shall retain jurisdiction of Devon Avenue traversed or affected by I-290 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.

- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT by the ILLINOIS TOLLWAY, each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director/Region One Engineer of the DEPARTMENT, the Superintendent of the Department of Transportation and Highways of the COUNTY, the Village Engineer of ITASCA, and the Village Engineer of ELK GROVE shall meet and resolve the issue.
- G. This AGREEMENT may be executed in five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- I. Under penalties of perjury, ELK GROVE certifies that its correct Federal Tax Identification number is 36-6009201 and it is doing business as a governmental entity, whose mailing address is The Village of Elk Grove Village, 901 Wellington Avenue, Elk Grove Village, Illinois 60007.
- J. Under penalties of perjury, ITASCA certifies that its correct Federal Tax Identification number is 36-6005935 and it is doing business as a governmental entity, whose mailing address is The Village of Itasca, 550 W. Irving Park Road, Itasca, Illinois 60143.
- K. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- L. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT by the ILLINOIS TOLLWAY.
- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- N. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any of the PARTIES unless such provision is waived in writing.
- O. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.

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

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

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

To the COUNTY:                                      The Cook County Department of  
Transportation and Highways  
69 W. Washington Street, Room 2300  
Chicago, Illinois 60602  
Attn: Superintendent

To ITASCA:    The Village of Itasca  
550 W. Irving Park Road  
Itasca, Illinois 60143  
Attn: Village Administrator

To ELK GROVE:                                        The Village of Elk Grove Village  
901 Wellington Avenue  
Elk Grove Village, Illinois 60007  
Attn: Village Manager

Q. The PARTIES agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the PARTIES under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

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

**THE VILLAGE OF ELK GROVE VILLAGE**

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

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

Craig B. Johnson, Mayor

\_\_\_\_\_

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

Date:

**THE VILLAGE OF ITASCA**

By: \_\_\_\_\_  
Jeff Pruyn, Mayor

\_\_\_\_\_

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

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

Date:

**THE COUNTY OF COOK**

By: \_\_\_\_\_  
Toni Preckwinkle, President  
It's Board of Commissioners

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

Attest: \_\_\_\_\_  
David Orr, County Clerk

(SEAL)

Approved as to Form:  
Anita Alvarez, State's Attorney

Recommended for Execution

By: \_\_\_\_\_  
Assistant State's Attorney

By: \_\_\_\_\_  
John Yonan, P.E.  
Superintendent, Department of  
Transportation and Highways

**THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
John Fortmann, P.E.  
Deputy Director/District One  
Engineer

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

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

JMR\_IGA\_IDOT\_Cook County\_Itasca\_Elk Grove Village\_EOWA\_Devon Ave.\_Revised 061615



## RESOLUTION NO. 20730


**Background**

It is in the best interest of the Tollway to enter into a legal settlement agreement with exp U.S. Services, Inc (“exp”). The matter arises out of exp’s contract I-11-5634 with the Tollway for construction management on the Northbound Tri-State Tollway (I-294) from 95<sup>th</sup> Street to Cermak Road Plaza. The contract expired December 31, 2014. Before the contract expired, exp performed work, at the Tollway’s request, exceeding the upper limit of the contract without a supplement to the contract being executed. The Tollway has received the benefit of the extra work, and exp has demanded payment.

**Resolution**

The Chief Engineer and the General Counsel are authorized to negotiate and prepare a settlement agreement, in an amount as discussed in Executive Session, with exp U.S. Services, Inc. in substantially the form of the settlement agreement attached to this Resolution, the Chair or the Executive Director is authorized to execute said agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:

  
\_\_\_\_\_  
Chairman

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (“Agreement”), is made and entered into by and between exp U.S. Services, Inc. (“Claimant”), and the Illinois State Toll Highway Authority (“Respondent”).

### **RECITALS**

WHEREAS, the Respondent entered into construction contract I-11-5634 with the Claimant to perform construction management services on the Northbound Tri-State Tollway (i-294) from 95<sup>th</sup> Street to Cermak Road Plaza;

WHEREAS, Claimant submitted a supplement request on the contract for work performed before the contract expired on December 31, 2014;

WHEREAS, the Respondent is satisfied with the services provided by the Claimant despite the absence of a supplement and believes that the amounts now demanded by the Claimant are fair and reasonable;

WHEREAS, despite the absence of a signed supplement, the Claimants have a legal, if not an equitable, right to payment for the services it provided the Respondent; and

WHEREAS, so as to avoid further expense and in recognition of the positions of the parties to the above case, the parties wish to settle and compromise the pending claim for such service (“Claim”), thereby terminating this dispute;

IT IS HEREBY AGREED, by and between the parties as follows:

1. That the above Recitals are agreed to and incorporated into this Agreement.
2. In consideration for the full and complete settlement of this Claim, Claimant shall receive from the Respondent payment in the amount of Two Hundred and Six Thousand, Two Hundred and Forty One Dollars and Forty Five Cents (\$206,241.45). The amount payable under

this Agreement shall be subject to state laws governing the State Comptroller's obligation to withhold funds that Claimant may owe to other persons or to state agencies, and Claimant may contest the validity of these claims through applicable state procedures.

3. It is agreed that this release applies to known or unknown costs, expenses and/or damages alleged to have been suffered or incurred by the Claimant due to the actions or inactions of the Respondent and is intended to be a full and complete disposition of the entire Claim.

4. Claimant, its successors and assigns, agrees to release, and hereby releases and forever discharges Respondent, Illinois State Toll Highway Authority and the State of Illinois, their agents, former and present employees, successors, heirs and assigns and all other persons ("Releases") from all actions, claims, demands, setoffs, suits, causes of action, controversies, disputes, equitable relief, compensatory and punitive damages, costs and expenses which arose or could have arisen from the facts alleged or the Claim.

5. Claimant and its attorney's Release waive and relinquish any claims or rights to attorney's fees, expenses and costs allegedly incurred or as a result of the Claim.

6. Claimant enters into this Agreement as a free and voluntary act with full knowledge of its legal consequences.

7. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws and in the event of a dispute, venue shall lie in DuPage County.

8. This Agreement may not be changed, modified or assigned except by written Agreement of Claimant, the Illinois State Toll Highway Authority and the Illinois Attorney General.

9. If any provision of this Agreement is declared invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

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

11. The signatories certify that they possess the necessary legal authority to execute this Agreement.



## RESOLUTION NO. 20731

**Background**

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding a worker’s compensation claim with Timothy Gutt as recommended by defense counsel Nyhan, Banbrick Kinzie & Lowry. It is in the best interest of the Tollway to go forward with the settlement.

**Resolution**

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

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



Chairman

## RESOLUTION NO. 20732

**Background**

The Illinois State Toll Highway Authority ("Tollway") has negotiated a proposed settlement regarding three worker's compensation claims with Emilio Mendez as recommended by defense counsel Nyhan, Banbrick Kinzie & Lowry. It is in the best interest of the Tollway to go forward with the settlement.

**Resolution**

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

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

  
Chairman

## RESOLUTION NO. 20733

(Related to RESOLUTION NO. 20688)

**Background**

The Illinois State Toll Highway Authority (the "Tollway"), pursuant to the Toll Highway Act, 605 ILCS 10/1 et seq. (the "Act"), is granted all powers necessary to carry out its legislative purposes as to the construction, operation, regulation and maintenance of its system of toll highways; and

The Tollway, pursuant to Section 10.8(e) of the Act, shall have the power to retain special counsel, subject to the approval of the Attorney General, as needed from time to time, and fix their compensation, provided however; such special counsel shall be subject to the control, direction and supervision of the Attorney General and shall serve at the Attorney General's pleasure.

The Tollway advertised for proposals from law firms capable of representing it, and in April, 2015 the Board authorized the Tollway to enter into contracts for legal services, and seek necessary appointment from the Attorney General as Special Assistant Attorneys General with firms in six categories of work historically performed on a more regular basis for the Tollway.

The law firm of Greene and Letts also submitted a proposal to perform legal work on behalf of the Tollway which was initially deemed by state procurement officials to have not met a technical requirement of the proposal. That decision was reversed by the Chief Procurement Officer for the Tollway after further consideration, the law firm's proposal was subsequently evaluated, and the firm met technical scoring thresholds in the following legal categories:

Labor Relations and Employment Law  
General Civil  
Legal Liability



6/25/15

6.3/5

RESOLUTION NO. 20733

**Resolution - Continued**

The General Counsel is authorized to finalize the contracts with the law firms identified in Resolution No. 20688 and the Green and Letts firm, and seek necessary appointment from the Attorney General as Special Assistant Attorneys General as the need arises for legal counsel to represent the Tollway in the specified subject area(s) consistent with the terms presented to the Board. The Chair, or the Executive Director, and the General Counsel are authorized to execute any documents necessary to ensure the law firms identified are prepared to provide counsel as required, and the Chief of Finance is authorized to issue warrants in payment thereof.

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

  
Chairman