

RESOLUTION NO. 20282

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Workers' Compensation Claim Administration Services. Pursuant to Tollway Request for Proposal No. 13-0115, which proposals were evaluated by a selection committee, the Tollway has determined that CorVel Enterprise Comp, Inc. provides the best value for Workers' Compensation Claim Administration Services for an upper limit of compensation not to exceed \$795,650.

Resolution

The proposal from CorVel Enterprise Comp, Inc. is accepted for a five year period commencing May 1, 2014 through April 30, 2019. The RFP provides for (2) two-year renewal options; Contract No. 13-0115 is approved for an estimated amount of \$516,750 for claim administration and administrative fees, \$98,900 for open claims for run-out and an estimated amount of \$180,000 in medical discount fees for the total upper limit compensation not to exceed \$795,650.

The Chair or the Executive Director is hereby authorized to sign any and all documentation necessary to effectuate said procurement of services for and on behalf of the Tollway, subject to the approval of the General Counsel, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20283

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Employee Life Insurance Benefit Program Services. Pursuant to Tollway Request for Proposal No. 13-0107, which proposals were evaluated by a selection committee, the Tollway has determined that Minnesota Life Insurance Company provides the best value for Employee Term Life Insurance Benefit Program Services for an upper limit of compensation not to exceed \$1,416,000.

Resolution

The proposal from Minnesota Life Insurance Company, a Securian Company, is accepted for a three-year period commencing May 1, 2014 through April 30, 2017 for a total premium amount not to exceed \$1,416,000. The RFP provides for up to six-years of optional renewals. The coverage through Minnesota Life Insurance will provide for term life insurance and accidental death and dismemberment (AD & D). The monthly premium will be \$.195 per \$1,000 for basic life coverage, and \$.02 per \$1,000 for AD & D coverage.

The Chair or the Executive Director is hereby authorized to sign any and all documentation necessary to effectuate said procurement of services for and on behalf of the Tollway, subject to the approval of the General Counsel, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chair

RESOLUTION NO. 20284

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Cyber Liability Insurance Program Services. Pursuant to Tollway Request for Proposal No. 13-0118, which proposals were evaluated by a selection committee, the Tollway has determined that Mesirow Insurance Services provides the best value for Insurance Broker Services for the Cyber Liability Insurance Program for an upper limit of compensation not to exceed \$39,000.

Resolution

The proposal from Mesirow Insurance Services is accepted for a period commencing May 1, 2014 through July 31, 2019, upon obtaining competitive quotes; which includes the work of obtaining quotes, insurance policy services and administration for a one-time payment of \$6,500.00 and an additional \$6,500 per each policy year thereafter, for an upper limit not to exceed \$39,000 for the five-year policy period.

The Chair or the Executive Director is hereby authorized to sign any and all documentation necessary to effectuate said procurement of services for and on behalf of the Tollway, subject to the approval of the General Counsel, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chair

RESOLUTION NO. 20285
Amending Resolution No. 20237

Background

The Board of Directors previously determined, pursuant to Resolution No. 20237 dated February 27, 2014, that it was necessary and in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to authorize a contract award with Datamation Imaging Services Corp. for the procurement of an Archive Writer (Contract No. 12-0087R). Subsequent to the adoption of Resolution No. 20237, the awarded vendor informed the Tollway that they made an error on their pricing fee for the maintenance portion of this contract. This resulted in an increase of \$11,292.60 which was required in order for the vendor to adhere to the necessary maintenance services as required in the Invitation for Bid specifications.

Resolution

Resolution No. 20237 is amended as follows: A Change Order increasing the upper dollar limit of compensation of Contract 12-0087R by \$11,292.60 (from \$62,064.80 to \$73,357.40) for the purchase of an Archive Writer from Datamation Imaging Services Corp. is accepted; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chair

RESOLUTION NO. 20286

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring a Dispatch Radio Console System Upgrade through the Central Management Services ("CMS") master contract with Motorola Solutions, Inc. (Tollway Contract No. 14-0047). 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

Contract No. 14-0047 is approved in an amount not to exceed \$2,878,355.00; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20287

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring In-Ground Vehicle and Truck Hoists. Pursuant to the Tollway's Invitation for Bid No. 13-0140, the Tollway has determined that Standard Industrial & Automotive Equipment, Inc. is the lowest responsible bidder for In-Ground Vehicle and Truck Hoists for an upper limit of compensation not to exceed \$549,858.00.

Resolution

The bid from Standard Industrial & Automotive Equipment, Inc. is accepted; Contract No. 13-0140 is approved in an amount not to exceed \$549,858.00; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Handwritten signature of Paul Lopez in cursive script, written over a horizontal line.

Chair

RESOLUTION NO. 20288

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Sand, Stone, and Gravel. Pursuant to the Tollway's Invitation for Bid No. 13-0130, the Tollway has determined that Macklin Inc. and William Charles Construction Company, LLC are the lowest responsible bidders for Sand, Stone, and Gravel for an aggregate upper limit of compensation not to exceed \$156,892.50.

Resolution

The bids from Macklin Inc. and William Charles Construction Company, LLC are accepted; Contract No. 13-0130 is approved in an aggregate amount not to exceed \$156,892.50; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20289

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Computer-Aided Dispatch ("CAD") System Maintenance from Infor Public Sector, Inc. as a Sole Source Contract No. 09-0015. The Tollway is authorized to procure the CAD System 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 issue a Change Order to increase the upper dollar limit of said contract by \$159,954.00 for the purchase of additional CAD System Maintenance.

Resolution

A Change Order increasing the upper dollar limit of compensation of Contract No. 09-0015 by \$159,954.00 (from \$950,000.00 to \$1,109,954.00) for the purchase of additional CAD System Maintenance from Infor Public Sector, Inc. is accepted; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chair

RESOLUTION NO. 20291

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4157 for Landscaping on the Tri-State Tollway (I-294) from Milepost 6.3 (159th Street) to Milepost 8.8 (Kedzie Avenue) and from Milepost 21.9 to Milepost 22.2 (75th Avenue); and I-57 from Milepost 348.0 to Milepost 349.9. The lowest responsible bidder on Contract No. I-13-4157 is Allied Landscaping Corporation in the amount of \$1,287,014.00.

Resolution

Contract No. I-13-4157 is awarded to Allied Landscaping Corporation in the amount of \$1,287,014.00, 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. 20292

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-13-5671R for Parking Lot Rehabilitation on the Tri-State Tollway (I-294) at Milepost 19.3 (83rd Street Plaza 39), Milepost 19.7 (82nd Street Plaza 36), Milepost 29.9 (Cermak Plaza 35) and Milepost 38.7 (Irving Park Plaza 33); and Veterans Memorial Tollway (I-355) at Milepost 14.4 (Boughton Plaza 89) and Milepost 29.2 (Army Trail Plaza 73). The lowest responsible bidder on Contract No. RR-13-5671R is Superior Paving Inc. in the amount of \$438,676.22.

Resolution

Contract No. RR-13-5671R is awarded to Superior Paving Inc. in the amount of \$438,676.22, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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. 20293

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-13-9145 for Roof and HVAC System Repairs at Maintenance Facility M-14 (Downers Grove) on the Veterans Memorial Tollway (I-355) at Milepost 21.2 (I-88). The lowest responsible bidder on Contract No. RR-13-9145 is Pagoda Electric & Construction in the amount of \$818,000.00.

Resolution

Contract No. RR-13-9145 is awarded to Pagoda Electric & Construction in the amount of \$818,000.00, 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. 20294

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-9154 for Sign Panel Fabrication and Installation Upon Request, Systemwide. The lowest responsible bidder on Contract No. RR-14-9154 is GFS Construction, LLC in the amount of \$1,691,779.06.

Resolution

Contract No. RR-14-9154 is awarded to GFS Construction, LLC in the amount of \$1,691,779.06, 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. 20295

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-9155 for Pavement Markings, Systemwide. The lowest responsible bidder on Contract No. RR-14-9155 is Maintenance Coatings Co. in the amount of \$1,155,980.00.

Resolution

Contract No. RR-14-9155 is awarded to Maintenance Coatings Co. in the amount of \$1,155,980.00, 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. 20296

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-4176 for Drainage Structures Cleaning on the Veterans Memorial Tollway (I-355) from Milepost 12.3 (I-55) to Milepost 29.8 (Army Trail Road). The lowest responsible bidder on Contract No. RR-14-4176 is National Power Rodding Inc. in the amount of \$2,177,208.72.

Resolution

Contract No. RR-14-4176 is awarded to National Power Rodding Inc. in the amount of \$2,177,208.72, 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. 20297

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-13-5670R for Intermittent Pavement, Ramp and Bridge Repairs, and Parking Lot Rehabilitation on the Tri-State Tollway (I-294) from Milepost 0.0 (I-94/IL 394) to Milepost 42.2 (Touhy Avenue). The lowest responsible bidder on Contract No. RR-13-5670R is K-Five Construction Corporation in the amount of \$4,667,759.77.

Resolution

Contract No. RR-13-5670R is awarded to K-Five Construction Corporation in the amount of \$4,667,759.77, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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. 20298

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-13-5690 for Various Bridge Repairs on the Tri-State Tollway (I-294) from Milepost 0.2 (Canadian National RR) to Milepost 12.0 (Cicero Avenue). The lowest responsible bidder on Contract No. RR-13-5690 is Lorig Construction Company in the amount of \$3,616,478.46.

Resolution

Contract No. RR-13-5690 is awarded to Lorig Construction Company in the amount of \$3,616,478.46, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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. 20299

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-5691 for Ramp, Drainage, Guardrail and Structural Repairs on the Tri-State Tollway (I-294) from Milepost 10.9 (Cal-Sag Channel) to Milepost 39.4 (South of Balmoral Avenue). The lowest responsible bidder on Contract No. RR-14-5691 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$15,583,939.23.

Resolution

Contract No. RR-14-5691 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$15,583,939.23, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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

3/27/14

6.4/11

RESOLUTION NO. 20300

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-13-4170 for Oases Parking Lot Rehabilitation on the Tri-State Tollway (I-94) at Milepost 18.1 (Lake Forest Oasis); and Tri-State Tollway (I-294) at Milepost 0.8 (Lincoln Oasis), Milepost 25.0 (Hinsdale Oasis) and Milepost 37.9 (O'Hare Oasis). The lowest responsible bidder on Contract No. RR-13-4170 is K-Five Construction Corporation in the amount of \$8,084,948.13.

Resolution

Contract No. RR-13-4170 is awarded to K-Five Construction Corporation in the amount of \$8,084,948.13, 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

3/27/14

6.4/12

RESOLUTION NO. 20301

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-13-4171 for Oases Parking Lot Rehabilitation on the Jane Addams Memorial Tollway (I-90) at Milepost 24.2 (Belvidere Oasis); and Reagan Memorial Tollway (I-88) at Milepost 93.3 (DeKalb Oasis). The lowest responsible bidder on Contract No. RR-13-4171 is R.W. Dunteman Company in the amount of \$4,729,620.15.

Resolution

Contract No. RR-13-4171 is awarded to R.W. Dunteman Company in the amount of \$4,729,620.15, 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. 20302

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4618 for Elmhurst Road West Bridge and Interchange on the Jane Addams Memorial Tollway (I-90) at Milepost 73.5 (Elmhurst Road); and Elmhurst Road from South of Landmeier to Oakton. The lowest responsible bidder on Contract No. I-13-4618 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$29,837,596.37.

Resolution

Contract No. I-13-4618 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$29,837,596.37, 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

3/27/14

6.4/14

RESOLUTION NO. 20303

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4630 for Roadway and Bridge Construction on the Elgin O’Hare Expressway (IL 390) at Milepost 15.3 (Lively Blvd.); and Eastbound Frontage Road from Wood Dale Road to Edgewood Avenue. The lowest responsible bidder on Contract No. I-13-4630 is Dunnet Bay Construction Co. / Plote Construction, Inc. (JV) in the amount of \$14,670,337.46.

Resolution

Contract No. I-13-4630 is awarded to Dunnet Bay Construction Co. / Plote Construction, Inc. (JV) in the amount of \$14,670,337.46, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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

3/27/14

6.4/15

RESOLUTION NO. 20304
Amending Resolution No. 20252

Background

The Board of Directors at its February 27, 2014 Board meeting awarded Contract No. I-13-4602 to F.H. Paschen, S.N. Nielsen & Associates, LLC for 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), in the amount of \$44,867,869.58.

This award amount was the as-read bid amount. After review, the amount of the bid was confirmed as \$44,867,874.97.

Resolution

Resolution No. 20252 is amended to correct the award amount of \$44,867,874.97 on Contract No. I-13-4602 to F.H. Paschen, S.N. Nielsen & Associates, LLC.

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

3/27/14

6.4/16

RESOLUTION NO. 20305

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services for the Western Terminal Interchange on the Elgin O'Hare Expressway (IL 390) at Elgin O'Hare Western Access. Stanley Consultants, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$22,659,275.00. 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 Stanley Consultants, Inc., to obtain Design Services, Contract No. I-13-4622, with an upper limit of compensation not to exceed \$22,659,275.00, 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. 20306

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services for the IL 19 Interchange on the Elgin O'Hare Western Access at IL 19 (West Irving Park Road). Knight E/A, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,526,800.72. 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 Knight E/A, Inc., to obtain Design Services, Contract No. I-13-4623, with an upper limit of compensation not to exceed \$5,526,800.72, 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. 20307

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Maintenance Facility M-1 (Alsip) on the Tri-State Tollway (I-294) at Milepost 12.0 (Cicero Avenue). Chastain & Associates, LLC / Autumn Construction Services, Inc., a Joint Venture has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,075,322.24. 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 Chastain & Associates, LLC / Autumn Construction Services, Inc., a Joint Venture, to obtain Construction Management Services, Contract No. RR-13-4146, with an upper limit of compensation not to exceed \$3,075,322.24, 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. 20308

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19870 approved January 24, 2013, entered into an Agreement with Cotter Consulting, Inc. / CivCon Services, Inc. / SE3, LLC, Joint Venture, on Contract No. RR-12-4047, for Roadway Resurfacing on the Veterans Memorial Tollway (I-355) from Milepost 0.0 (I-80) to Milepost 29.8 (Army Trail Road).

Cotter Consulting, Inc. / CivCon Services, Inc. / SE3, LLC, Joint Venture has submitted a proposal to provide Supplemental Construction Management Services for Contract No. RR-12-4047, increasing the contract upper limit by \$203,606.00 from \$1,998,845.00 to \$2,202,451.00. It is necessary and in the best interest of the Tollway to accept the proposal from Cotter Consulting, Inc. / CivCon Services, Inc. / SE3, LLC, Joint Venture.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Cotter Consulting, Inc. / CivCon Services, Inc. / SE3, LLC, Joint Venture, 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

3/27/14

6.4/20

RESOLUTION NO. 20309

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20028 approved on July 25, 2013, entered into Contract No. I-13-4133 with Curran Contracting Company for Widening and Reconstruction on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 24.9 (Genoa Road) to Milepost 33.5 (Anthony Road). This Extra Work Order is to provide for recovery of time lost because of harsh winter weather; 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 \$500,000.00 increasing the upper limit of compensation from \$48,582,986.70 to \$49,082,986.70 on Contract No. I-13-4133 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20310

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20029 approved on July 25, 2013, entered into Contract No. I-13-4134 with R.W. Dunteman Company for Widening and Reconstruction on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 18.4 (Kishwaukee River) to Milepost 24.9 (Genoa Road). This Extra Work Order is to provide for continued efforts to recover time lost as a result of persistent cold weather conditions; 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 \$500,000.00 increasing the upper limit of compensation from \$44,153,466.28 to \$44,653,466.28 on Contract No. I-13-4134 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chair

3/27/14

6.4/22

RESOLUTION NO. 20311

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19842 approved on December 13, 2012, entered into Contract I-12-4070 with Lorig Construction Company for Eastbound Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90), at Milepost 18.3 (Kishwaukee River). 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 excess of \$36,000.00 on Contract No. I-12-4070 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20312

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19854 approved on January 10, 2013, entered into Contract I-12-4075 with Plote Construction, Inc. for Widening and Reconstruction on the Eastbound Jane Addams Memorial Tollway (I-90), from Milepost 41.5 (US Route 20) to Milepost 45.5 (IL 47). 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 excess of \$479,808.00 on Contract No. I-12-4075 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 20313

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19852 approved on January 10, 2013, entered into Contract I-12-4077 with Plote Construction, Inc. for Widening and Reconstruction on the Eastbound Jane Addams Memorial Tollway (I-90), from Milepost 49.7 (Union Pacific Railroad) to Milepost 53.6 (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 excess of \$1,062,636.00 on Contract No. I-12-4077 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: Paul C. Cozz
Chair

RESOLUTION NO. 20314

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19938 approved on March 28, 2013, entered into Contract RR-12-4088 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Ramp Reconstruction on the Tri-State Tollway (I-294) at Milepost 33.6 (US-20, Lake Street); and Tri-State Tollway (I-94) at Milepost 11.2 (IL-120, Belvidere Road). 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 excess of \$21,302.52 on Contract No. RR-12-4088 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

3/27/14

6.4/26

RESOLUTION NO. 20315

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19749 approved on August 23, 2012, entered into Contract No. I-12-4063 with Copenhaver Construction Inc. for Building Removal on the Tri-State Tollway (I-294) at I-57, from Milepost 7.95 to Milepost 8.65. 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-12-4063 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

3/27/14

6.4/27

RESOLUTION NO. 20316

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19568 approved on December 15, 2011, entered into Contract No. RR-11-5636 with R.W. Dunteman Company for Roadway and Bridge Rehabilitation on the Tri-State Tollway (I-294) from Milepost 30.0 (Cermak Toll Plaza) to Milepost 36.9 (Bensenville Bridge). 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-11-5636 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20317
AMENDING RESOLUTION NO. 20273

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 20273 amended 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 20273 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 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20273 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, shall include but is not limited to consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and

RESOLUTION NO. 20317
AMENDING RESOLUTION NO. 20273

Resolution – Continued

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.

Approved by: _____
Chair

3/27/14

6.4/28

RESOLUTION NO. 20317
AMENDING RESOLUTION NO. 20273

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
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
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, 08-23-402-013
NW-7A-12-040	08-26-401-024, 08-26-411-006, 08-26-411-008 & 08-26-411-010
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
<u>PARCEL NUMBER</u>	<u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u>
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
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 - added pins

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

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
Parcel	PIN NUMBER/OR DESCRIPTION	County
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

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

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
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
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-12-174	03-07-204-003 & 03-07-217-012	DuPage
EO-1B-12-175	03-07-204-004 & 03-07-217-013	DuPage

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
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
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-12-155	03-05-302-073	DuPage

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

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1A-12-058	03-06-400-012, 03-06-400-011, 03-06-400-004	DuPage
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

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

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-102	03-04-101-022	DuPage
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	03-03-400-001	DuPage
EO-1B-12-135	03-03-400-029	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

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

Elgin O'Hare Western Access ADDED IDENTIFIED PARCELS

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
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
WA-1D-12-041	12-19-400-159	Cook
WA-1D-12-103	12-19-400-121	Cook

RESOLUTION NO. 20318
AMENDING RESOLUTION NO. 20274

Background

Resolution 20019 amending Resolution 19985 amending Resolution 19881 amending Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$18,400,000.00 for any and all land acquisition fees and costs needed for the Jane Addams Memorial Tollway (I-90), Project No. I-11-4007. Resolution 20274 amended 20226 and Resolution 20192 and Resolution 20158 and Resolution 20087 and Resolution 19948 and Resolution 19904 identified parcels that may need to be acquired by condemnation. Resolution 20274 must be amended to identify and add additional parcels to provide Land Acquisition the authority to acquire all real estate interests necessary for the Jane Addams Memorial Tollway (I-90) Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20274 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 \$18,400,000.00 to pay for any and all land acquisition fees and costs including; shall include but is not limited to consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose

3/27/14

6.4/29

RESOLUTION NO. 20318
AMENDING RESOLUTION NO. 20274

Resolution – Continued

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 \$18,400,000.00.

Approved by: _____


Chair

3/27/14

6.4/29

RESOLUTION NO. 20318
AMENDING RESOLUTION NO. 20274

Resolution – Continued - Exhibit ‘A’

PROJECT: RR-11-4007- IDENTIFICATION OF PARCELS

JANE ADDAMS MEMORIAL TOLLWAY (I-90)

EXHIBIT "A"
Project RR-11-4007
I-90

I-90 PREVIOUSLY IDENTIFIED

<u>PARCEL NUMBER</u>	<u>PIN NUMBER</u>	<u>NOTES</u>	<u>COUNTY</u>
NW-3B-12-001	08-06-200-015 08-06-200-013 08-06-200-004 08-06-200-014 08-06-200-011		Boone
NW-3B-12-002	08-06-200-016		Boone
NW-3B-12-003	08-05-100-004 08-05-200-002 08-05-100-002 08-05-100-003 08-05-100-001		Boone
NW-3B-12-004	08-04-300-003 08-04-400-004 08-04-400-003 08-04-100-014 08-04-400-002 08-04-100-007		Boone
NW-3C-12-001	08-11-300-016		Boone
NW-3C-12-002	08-13-100-001		Boone
NW-3C-12-003	16-18-100-001		McHenry
NW-3C-12-004	16-17-300-001 16-17-100-002 16-18-400-006		McHenry
NW-3C-12-005	16-17-400-002 16-17-400-008		McHenry
NW-3C-12-006	16-21-100-011		McHenry

EXHIBIT "A"
Project RR-11-4007
I-90

<u>PARCEL NUMBER</u>	<u>PIN NUMBER</u>	<u>NOTES</u>	<u>COUNTY</u>
NW-4A-12-001	16-36-200-006 17-31-100-004 16-36-400-001 17-31-300-001		McHenry
NW-4A-12-002	16-22-300-002		McHenry
NW-4A-12-003	16-26-200-006		McHenry
NW-4A-12-004	16-26-200-007		McHenry
NW-4A-12-005	16-25-300-001		McHenry
NW-4A-12-008	17-31-400-001		McHenry
NW-4B-12-001	01-12-200-005		Kane
NW-4B-12-002	01-03-426-001		Kane
NW-4C-12-003	02-16-400-007 02-15-300-005 02-21-200-003 02-22-100-010		Kane
NW-4D-12-001	03-32-200-020		Kane
NW-4C-12-001	02-25-100-008 02-25-200-001		Kane
NW-6A-12-005	06-01-403-003 06-01-403-005 06-01-376-022		Kane
NW-6A-12-006	06-01-200-002		Kane
NW-6A-12-008	03-34-423-027		Kane

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<u>PARCEL NUMBER</u>	<u>PIN NUMBER</u>	<u>NOTES</u>	<u>COUNTY</u>
NW-6C-13-005	08-07-403-021 08-07-402-007		Cook
NW-7A-13-004	08-22-101-010		Cook
NW-7A-13-007	08-22-401-019		Cook
NW-7A-13-008	08-26-101-003		Cook
NW-7A-13-010	08-26-204-012		Cook
NW-7B-13-002	09-32-204-006		Cook
	09-32-204-007		
	09-32-204-017		
	09-32-204-018		
	09-32-204-019		
	09-32-204-020		
	09-32-204-008		
NW-3B-13-001	08-06-300-002		Boone
	08-06-400-001		
	07-01-400-004		
	07-12-200-002		
NW-4D-12-002	none - PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY		Kane
NW-4D-12-003	That part of Airport Road - PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8		Kane
NW-6B-13-001	01-34-302-002, 01-34-302-003, 06-02-100-008, 06-02-200-015		Cook

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PARCEL NUMBER	PIN NUMBER	NOTES	COUNTY
NW-6B-13-002	01-34-400-005, 01-34-400-007, 06-02-200-014		Cook
NW-6B-13-008	THAT PART OF THE EAST HALF OF FRACTIONAL SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EXCEPT THE EAST 1 CHAIN AND 82 LINKS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83		Cook
NW-6B-13-010	THAT PART OF CENTRAL ROAD – THAT PART OF THE FRACTIONAL WEST HALF OF THE WEST HALF OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 10		Cook
NW-6B-13-012	07-04-201-007, 07-04-201-008, 07-04-201-009, 07-04-201-010, 07-04-201-011, 07-04-201-012		Cook
NW-6B-13-013	07-03-101-016		Cook
NW-6C-13-006	07-10-101-025		Cook
NW-6C-13-007	07-03-101-017		Cook
NW-6C-13-009	07-10-200-009, 07-03-200-010, 07-03-200-013, 07-03-200-015, 07-03-200-018		Cook
NW-6C-13-011	07-10-101-040, 07-10-101-041		Cook
NW-6C-13-016	07-01-100-003, 07-02-201-008, 07-11-201-015, 07-11-201-016, 07-02-201-009, 07-12-100-008, 07-12-100-010, 02-34-300-067, 02-34-300-068, 02-34-400-009, 02-34-400-015		Cook
NW-6C-13-020	07-12-202-007		Cook

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I-90 ADDED IDENTIFIED PARCELS

PARCEL NUMBER	PIN NUMBER	NOTES	COUNTY
NW-6B-13-004		THAT PART OF THE WEST HALF OF THE EAST HALF OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6B-13-005		THAT PART OF THE EAST HALF OF THE EAST HALF OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6B-13-006		THAT PART OF THE SOUTH 50 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6B-13-009		THAT PART OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 41 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, LYING NORTH OF THE NORTH LINE OF THE ILLINOIS TOLLWAY AS OBTAINED BY THE ILLINOIS TOLL HIGHWAY AUTHORITY IN CASE 56S 11540, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6C-13-008	07-03-101-022		Cook
NW-6C-13-010	07-11-101-005		Cook
NW-6C-13-012	07-10-101-023		Cook

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NW-6C-13-015	07-11-100-003, 07-11-101-003	Cook
NW-6C-13-017	07-12-101-029	Cook
NW-6C-13-021	THAT PART OF WOODLAND DRIVE PER DOCUMENT NO. 0620145039 RECORDED JULY 20, 2006, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook

RESOLUTION NO. 20319

Background

The Tollway is interested in entering into an Intergovernmental Agreement with Cook County and the Village of Schaumburg (sometimes referred to as the “Village”). The Tollway intends to improve the Jane Addams Memorial Tollway (I-90), which will include the construction of a full access interchange, including a new bridge, at I-90 and Roselle Road. As part of the project, the County has requested a multi-use path be installed on the west side approaches to the bridge in alignment with the path on the bridge. The Village of Schaumburg has requested upgrades to the Roselle Road Bridge, retaining wall and landscaping.

The County shall be responsible for 100% of the cost of the bridge deck of Roselle Road over I-90. The cost of the ramps will be shared consistent with the Tollway’s Interchange Policy - 50% to be paid by the Tollway and the remaining 50% shared between the County and Village. The County further agrees to be responsible for 100% of the cost of the multi-use path.

The County’s financial obligation is currently estimated at \$4,964,728. The Village’s estimated financial responsibility is \$355,584.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement with Cook County and the Village of Schaumburg in substantially the form of the Intergovernmental Agreement attached to this Resolution and the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.

Approved by: Paula Lopez
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE COUNTY OF COOK
AND
THE VILLAGE OF SCHAUMBURG**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2014, 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 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") and THE VILLAGE OF SCHAUMBURG, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"); and

WHEREAS, the VILLAGE, the COUNTY and the ILLINOIS TOLLWAY have fully executed a Memorandum of Understanding ("MOU") dated August 28, 2013, as the basis for interagency cooperation in the construction of a full access interchange at I-90 and Roselle Road; and

WHEREAS, the ILLINOIS TOLLWAY, as part of its multiple corridor wide construction contracts, and in accordance with the ILLINOIS TOLLWAY's Interchange and Roadway Cost Sharing Policy dated October 2012, is reconstructing the Roselle Road Bridge over I-90, providing an eastbound exit ramp and a westbound entrance ramp to create a full access interchange included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-13-4166 (hereinafter referred to as the "PROJECT"), the PROJECT will include the following improvements:

The improvements to be constructed under this contract shall be performed along Roselle Road, over the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) at Mile Post 65.5, and Central Road intersection approaches at Roselle Road in Cook County, Illinois. As part of the ILLINOIS TOLLWAY's rehabilitation contract, a partial interchange will be constructed. A future contract will add new ramps. The Roselle Road improvements will occur in two (2) phases. Phase 1 will include reconstruction and realignment of the Roselle Road Bridge over I-90 and reconstruction of approximately 3,800 feet of Roselle Road wherever required by changes in the vertical profile or the horizontal alignment requires. The proposed structure is a two-span bridge, measuring 124'-2" out to out and 260'-4" back to back abutments. The alignment of the bridge and Roselle Road is altered within the PROJECT limits, shifting slightly east. Roselle Road shall be reconstructed to a point north of Central Road, which includes a realignment south of Central Road. North of the Central Road intersection, the transition from full width to existing

conditions will be provided via widening and resurfacing on Roselle Road. The pavement for the reconstructed portion of Roselle Road will consist of 10 inches jointed plain concrete pavement and 12 inches of aggregate subgrade. The westbound exit ramp and eastbound entrance ramp will be reconstructed with new toll collection facilities being added on the eastbound ramp. Roselle Road will be widened and resurfaced, as necessary outside of the reconstruction limits. A second northbound left turn lane will be added at Hillcrest Boulevard. Roselle Road at Central Road will be improved to provide dual northbound left turn lanes, three through traffic lanes in each direction, and single right turn lanes. Central Road will be improved to incorporate the Roselle Road improvements through the radius returns on the east leg and where pavement returns to the existing alignment on the west legs. The existing 11' x 5' box culvert under Roselle Road, north of Central Road, shall be reconstructed, extended or replaced as necessary. Highway lighting shall be installed along Roselle Road from the eastbound ramps to Central Road. Traffic signal modernization will be required along Roselle Road at Hillcrest Boulevard, the I-90 entrance and exit ramps and at Central Road, installation of under-deck lighting, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, a separate Second Intergovernmental Agreement will be prepared in the future for Phase II improvements. Phase II will provide for the construction of a new westbound entrance ramp and a new eastbound exit ramp at Roselle Road and the reconstruction and widening of Central Road west of Roselle Road and the new westbound entrance ramp. I-90 will be reconstructed. Traffic signal modernization will be required along Central Road at the I-90 entrance ramp and at Ela Road; construction of retaining walls, installation of drainage structures and storm sewer, culvert reconstruction, temporary and permanent erosion control and landscaping devices, temporary and permanent lighting, temporary and permanent traffic signals, ramp construction, toll plaza construction, pavement marking and signage, installation of guardrail, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, with respect to Phase I, the VILLAGE requests an upgrade to the Roselle Road Bridge and retaining wall aesthetics beyond what the ILLINOIS TOLLWAY is providing corridor wide. Specifically, the VILLAGE has requested landscaped enhancements within the Roselle Road medians, and that the VILLAGE's water main and sanitary sewer which is in conflict with the PROJECT be relocated as part of the PROJECT; and

WHEREAS, the VILLAGE may retain a consultant to oversee the VILLAGE's interests in the PROJECT. The construction engineering services shall include, but not be limited to: public contact including coordinating with businesses, handling motoring public requests and questions, attending coordination meetings with the contractor(s) and the ILLINOIS TOLLWAY's consultants, provide the VILLAGE with progress reports, traffic management, and administration of the AGREEMENT including review of cost participation; and

WHEREAS, the COUNTY requests a multi-use path on the west side approaches to the bridge in alignment with the path on the bridge; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to upgrade the bridge and retaining wall aesthetics and relocate the VILLAGE's water main and sanitary sewer in conflict with the PROJECT onto right of way owned by the COUNTY; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the COUNTY's request to install a bike path on the west side of the bridge approaches; and

WHEREAS, the VILLAGE agrees to obtain from the COUNTY an approved permit for the water main and sanitary sewer to be located on COUNTY property, and to abide by all conditions set forth therein; 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 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, 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 final design engineering, obtain necessary surveys, and prepare the final construction plans and specifications for the PROJECT, subject to reimbursement by the COUNTY and the VILLAGE as hereinafter stipulated.
- B. The COUNTY and the VILLAGE shall review the construction plans and specifications which impact their respective maintained highways within twenty-five (25) calendar days of receipt thereof. The plan submittals shall be at 60%, 90% and 100% completion levels. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY and/or the VILLAGE within this time period, the lack of response shall be deemed approval of the respective plans and specifications submittal. Approval by the COUNTY and the VILLAGE 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 COUNTY and/or the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (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.
- E. The COUNTY and the VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY or the VILLAGE.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. Right of way acquired exclusively for improvements to be maintained by the ILLINOIS TOLLWAY, shall be titled in the name of the ILLINOIS TOLLWAY. Upon completion of the PROJECT, real property interests along Roselle Road and the west leg of Central Road, outside of ILLINOIS TOLLWAY access control, will be transferred to the COUNTY. The east leg of Central Road is under the jurisdiction of the VILLAGE.
- C. Any property interests currently held by the COUNTY and/or VILLAGE and necessary for the PROJECT shall be transferred to the ILLINOIS TOLLWAY for nominal consideration and in a form approved by the ILLINOIS TOLLWAY. The Fair Cash Market Value of such interests, as determined by a professional appraisal, shall be considered a PROJECT cost and credited to the COUNTY's and/or the VILLAGE's overall PROJECT obligations.
- D. Prior to the transfer of real property owned by the COUNTY and/or the VILLAGE, to advance the PROJECT and not delay any schedules, the COUNTY and/or the VILLAGE shall consent to, authorize and grant permission without reservation, and without the encumbrance of the permitting process, to the ILLINOIS TOLLWAY or its contractor, the use and entry onto all real property owned by the COUNTY and the VILLAGE that is required to construct the PROJECT. In addition, the COUNTY and/or the VILLAGE shall waive any contractor's surety bonding requirements. Approval shall not be unreasonably withheld by the COUNTY and/or the VILLAGE.

- E. Right of way costs shall include the purchase price thereof, as well as the costs of all survey work, parcel plats, legal descriptions, negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way for the PROJECT at the sole expense of the ILLINOIS TOLLWAY.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the COUNTY and the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY and/or VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to ILLINOIS TOLLWAY facilities where they cross COUNTY and VILLAGE highway rights of way; and 2) to COUNTY or VILLAGE facilities improved as part of the PROJECT.
- C. The COUNTY and the VILLAGE agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing COUNTY and/or VILLAGE rights of way, and on proposed COUNTY and VILLAGE rights of way where improvements to COUNTY and/or VILLAGE highways are proposed by the COUNTY and/or the VILLAGE to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the COUNTY or the VILLAGE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the COUNTY's or VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the COUNTY and/or the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the COUNTY and/or the VILLAGE agree to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The COUNTY and/or the VILLAGE agree 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.
- E. In the event that the work proposed by the COUNTY and/or the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, as shown on as built cable drawing, the COUNTY and/or the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system. The COUNTY and the VILLAGE shall be notified of any conflicts prior to any adjustments or relocation and shall have the opportunity to discuss alternatives for resolution with the ILLINOIS TOLLWAY.

- F. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the COUNTY and/or the VILLAGE, the COUNTY and/or the VILLAGE agree to mitigate the potential impacts of such changes, including bearing the costs, unless such expense is due to error or omission by ILLINOIS TOLLWAY staff, consultant or contractor. In the event the cost is related to infrastructure that is in VILLAGE or COUNTY right of way, the ILLINOIS TOLLWAY shall be responsible for those costs.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain the COUNTY and the VILLAGE's concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY and/or VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the COUNTY and the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the approved plans and specifications that affect the COUNTY and/or the VILLAGE shall be submitted to the COUNTY and/or the VILLAGE for approval prior to commencing such work. The COUNTY and/or the VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the COUNTY or the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY and/or the VILLAGE within fifteen (15) calendar days after delivery to the COUNTY and/or the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the COUNTY and/or the VILLAGE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY and/or the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the COUNTY and the VILLAGE prior to commencement of work on the PROJECT.
- D. The COUNTY, the VILLAGE 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 COUNTY's and/or the VILLAGE's system. The COUNTY and the VILLAGE shall assign personnel to perform inspections on behalf of the COUNTY and the VILLAGE respectively of all work included in the PROJECT that affects the COUNTY's and/or the VILLAGE's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

- F. The ILLINOIS TOLLWAY shall give notice to the COUNTY and the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the COUNTY and/or the VILLAGE, and the COUNTY and the VILLAGE shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. If the COUNTY or the VILLAGE does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the COUNTY and/or the VILLAGE. At the request of the COUNTY and/or the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY's or the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within ten (10) 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 COUNTY and/or the VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2013, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications. The COUNTY and the VILLAGE shall be credited for any pre-payment made towards uncompleted work upon their next payment.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to be responsible for 100% of the cost of engineering, right of way, construction engineering and construction costs associated with the I-90 mainline contracts which include the in-kind reconstruction of the Roselle Road Bridge over I-90, minus the cost of the COUNTY's portion of the bridge deck or any cost participation towards new ramp related work. The ILLINOIS TOLLWAY shall be responsible for 50% of the incremental cost difference of additional work needed for the interchange.
- B. The COUNTY shall be responsible for 100% of the cost of the in kind bridge deck of Roselle Road over I-90 (including 100% to widen the bridge deck to incorporate a multi-use path and any super and substructure widening for that path), while additional work required for the additional of new access points will be split 50% ILLINOIS TOLLWAY, and 50% COUNTY and VILLAGE

combined, in accordance with the ILLINOIS TOLLWAY's INTERCHANGE POLICY, and as shown on "Exhibit A".

- C. The COUNTY further agrees to be responsible for 100% of the cost of engineering, construction engineering and construction costs of the multi- path on the west side approaches to the bridge and the multi- use path on the bridge deck.
- D. The VILLAGE shall be responsible for 100% of the cost of engineering, construction engineering and construction costs of the upgrade to the bridge and retaining wall aesthetics beyond what the ILLINOIS TOLLWAY is providing corridor wide. The ILLINOIS TOLLWAY shall pay 100% of that portion of the VILLAGE's water main and sanitary sewer to be relocated as part of the PROJECT.
- E. Funds expended by any of the PARTIES, including funds used for design engineering, land acquisition, utility relocation and construction necessary to complete a partial access interchange shall be deemed as a credit toward the PROJECT. The expenditure of funds must be tracked and shared with the PARTIES prior to reconciling the overall financial contribution of each PARTY.
- F. Additional work required for the addition of new access points will be split 50/50 between the ILLINOIS TOLLWAY and the local agencies, which include the COUNTY and the VILLAGE as shown on Exhibit A. The ILLINOIS TOLLWAY's contribution toward the PROJECT will be in accordance with the ILLINOIS TOLLWAY's Interchange Policy which stipulates that toll rates and toll collection will recover the interchange expenses within a ten (10) year period.
- G. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and that construction engineering shall be computed as 10% of actual construction costs.
- H. A 1% credit based upon construction costs to the VILLAGE's construction engineering reimbursement to the ILLINOIS TOLLWAY, shall be given to the VILLAGE for the retention of a consultant for the purposes of aiding the ILLINOIS TOLLWAY, by providing community outreach during the construction of the PROJECT. The construction engineering services shall include, but not be limited to: public contact including coordinating with businesses, handling motoring public requests and questions, attending coordination meetings with the contractor(s), ILLINOIS TOLLWAY staff and consultants, and provide the VILLAGE with progress reports. This credit shall also be given to the VILLAGE in future Intergovernmental Agreements with the ILLINOIS TOLLWAY associated with the I-90 corridor.
- I. It is mutually agreed by the PARTIES hereto that the estimated cost to the COUNTY for Phase I construction costs is \$ \$4,293,677; \$214,684 (5% of construction costs) for preliminary and design engineering; \$429,367 (10% of construction costs) for construction engineering; for a total estimated cost of \$4,964,728.

- J. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for Phase I construction costs is \$309,204; \$15,460 (5% of construction costs) for preliminary and design engineering; \$27,828 (9% of construction costs) for construction engineering; for a total estimated cost of \$352,592.
- K. It is further agreed that notwithstanding the estimated cost, the COUNTY and the VILLAGE shall be responsible for the actual costs associated with the requested work described in the Recital section of this AGREEMENT.
- L. The VILLAGE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 25% of its obligation incurred under this AGREEMENT, based upon actual bid prices. The VILLAGE further agrees that it will pay to the ILLINOIS TOLLWAY upon receipt of an invoice from the ILLINOIS TOLLWAY at 25% and 50% of the completion of the PROJECT, an amount equal to 25% respectively based on actual bid prices. The VILLAGE shall pay to the ILLINOIS TOLLWAY upon receipt of an invoice subsequent to the completion of the PROJECT the remainder of its obligation in a lump sum, based on the actual final costs.
- M. The COUNTY agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the COUNTY will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices. The COUNTY further agrees that it will pay to the ILLINOIS TOLLWAY upon receipt of an invoice from the ILLINOIS TOLLWAY subsequent to the completion of the PROJECT, the remainder of its obligation in a lump sum, based on the actual final costs.
- N. The VILLAGE, the COUNTY, or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full and said cost shall be added to the respective PARTY's obligations under this AGREEMENT.
- O. Property interests transferred by the COUNTY and/or VILLAGE and necessary for the PROJECT and subsequent ILLINOIS TOLLWAY operational needs shall be transferred to the ILLINOIS TOLLWAY for nominal consideration and in a form approved by the ILLINOIS TOLLWAY. The Fair Cash Market Value of such interests, as determined by a professional appraisal, shall be considered a PROJECT cost and credited to the COUNTY's and/or the VILLAGE's overall PROJECT obligations.

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/or the COUNTY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE or the COUNTY.
- 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 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. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and the COUNTY shall retain jurisdiction and maintenance responsibilities for Roselle Road and Central Road in their entirety. The PARTIES maintenance responsibilities are further detailed in the executed Intergovernmental Agreement dated December 28, 1983, incorporated herein by reference. The VILLAGE shall be responsible for the maintenance of the sidewalks, multi-use path and walls or appurtenances built to separate vehicular traffic from pedestrian traffic built as part of this PROJECT, including on the Roselle Road Bridge. The VILLAGE shall also maintain the retaining wall aesthetics requested by the VILLAGE and

the VILLAGE requested landscaped enhancements within the Roselle Road medians, and that of the VILLAGE's water main and sanitary sewer which is in conflict with the PROJECT and relocated as part of the PROJECT on Cook County right of way.

- B. The COUNTY agrees to maintain, or cause to maintain, along Roselle Road and Central Road all facilities, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., except for the sidewalks and multi-use path maintained by the VILLAGE, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure Affected Roadway

Type 3 Roselle Road

- D. The following is a reiteration and in accordance with the present Intergovernmental Agreement still in force between the PARTIES dated December 28, 1983:

1. Type 2 - COUNTY Roadway over ILLINOIS TOLLWAY Right of Way

- a. The COUNTY has all maintenance responsibility as to the following:
 - i. 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, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
- b. The COUNTY has all maintenance responsibility as to the following portions of the grade separation structure:
 - i. The wearing surface;
 - ii. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - iii. Drainage facilities above structural beams and girders;
 - iv. All lighting except underpass;
 - v. All COUNTY signals and signs;
 - vi. To the extent not addressed in other intergovernmental agreements to which the COUNTY is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - vii. All drainage facilities carrying exclusively COUNTY drainage.

- c. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the COUNTY as set forth herein, including but not limited to the following:
 - i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - v. All underpass lighting.
2. Type 3 - Bridge Structure with a Partial or Complete Ramp Interchange System
 - a. The COUNTY and the ILLINOIS TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for "COUNTY Roadway over ILLINOIS TOLLWAY right of way".
 - b. At all bridge structures with a partial or complete interchange system; the COUNTY has all maintenance responsibility for the following:
 - i. All COUNTY right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the COUNTY highway pavement connecting the COUNTY highway roadway pavement with ILLINOIS TOLLWAY ramps;
 - ii. All grassed areas and embankments along COUNTY highway roadway, outside fences installed to protect the Toll Highway;
 - iii. All traffic signals on the COUNTY highway and at the intersections between the COUNTY highway and the ramps to and from the Toll Highway;
 - iv. All guardrails on the COUNTY right of way and highway roadway;
 - v. All drainage facilities on COUNTY highways, except for drainage structures under Toll Highway ramps;
 - vi. All lighting on the COUNTY right of way and on areas of the intersection outside fences installed to protect the Toll Highway.

- c. The ILLINOIS TOLLWAY has all maintenance responsibility for all ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
 - i. At split diamond interchanges, or where ramps are signalized, the ILLINOIS TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the COUNTY highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the COUNTY's through traffic lanes;
 - ii. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with COUNTY highway roadway, or which otherwise do not conform to the description in the paragraph above, the ILLINOIS TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside COUNTY highway roadway through traffic lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp. When no acceleration-deceleration lane is incorporated in the interchange, the ILLINOIS TOLLWAY shall be responsible for the point of contiguity with the COUNTY's pavement;
 - iii. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
 - iv. Sound walls installed by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY right of way or for the benefit of the ILLINOIS TOLLWAY and its patrons.
- 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 (Superload 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 COUNTY 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 COUNTY.

- G. In the event the COUNTY must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the COUNTY, shall assist in the coordination of any required lane closures on I-90 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.
- I. Signalization and pavement markings at the interchange, if any, will be under the control of the COUNTY. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The COUNTY consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto ILLINOIS TOLLWAY mainline pavement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

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

any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Schaumburg, the Cook County Department of Transportation and Highways and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The COUNTY shall retain jurisdiction of Roselle Road traversed or affected by I-90 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 the VILLAGE, the COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the VILLAGE, the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Superintendent of Transportation and Highways of the COUNTY and the VILLAGE's Director of Transportation 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 VILLAGE, the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's and/or the COUNTY's requested work (utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for the VILLAGE's and/or the COUNTY's requested work, the Chief Engineer of the ILLINOIS TOLLWAY, the Superintendent of Transportation and Highways of the COUNTY, and the VILLAGE's Director of Transportation 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 COUNTY's requested work, the decision of the Superintendent of Transportation and Highways of the COUNTY and the VILLAGE's Director of Transportation 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. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is Village of Schaumburg, 101 Schaumburg Court, Schaumburg, Illinois 60193.
- J. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is Cook County Department of Transportation and Highways, 69 West Washington Street, Room 2300, Chicago, Illinois 60602.
- K. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- L. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- N. The failure by the ILLINOIS TOLLWAY, the COUNTY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY, the COUNTY or the VILLAGE unless such provision is waived in writing.
- O. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in 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 COUNTY: The Cook County Department of Transportation and Highways
69 West Washington Street, Room 2300
Chicago, Illinois 60602
Attn: Superintendent

To the VILLAGE: The Village of Schaumburg
101 Schaumburg Court
Schaumburg, Illinois 60193
Attn: Director of Transportation

- Q. The VILLAGE and the COUNTY agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY, and/or the COUNTY and/or the VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The COUNTY and the VILLAGE 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 SCHAUMBURG

By: _____
Al Larson, Village President

Attest: _____

Date: _____

(Please Print Name)

THE COUNTY OF COOK

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

Attest: _____
David Orr, County Clerk

Date: _____

(SEAL)

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

Recommended for Execution

By: _____
Assistant State's Attorney
Superintendent, Department of Transportation and Highways

By: _____
John Yonan, P.E.

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

RESOLUTION NO. 20320

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 (“IDOT”), the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) and the Mount Prospect Park District in connection with the improvements to the Elgin O’Hare Expressway, extending the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to York Road and constructing the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294). The work includes the excavation and removal of material from two (2) MWRD owned sites, which are being leased to the Mount Prospect Park District, and their associated site restoration, and the widening of I-90 and Elmhurst Road where these project improvements impact certain MWRD utilities. The MWRD requests that the Tollway include the relocation of certain pipeline in the project that are on IDOT property.

The MWRD shall reimburse the Tollway for the actual costs to relocate the pipeline on Tollway property. The MWRD also owns a bubbler monitoring cabinet that will need to be relocated to accommodate the project. The Tollway shall deduct MWRD’s cost to relocate its bubbler monitoring cabinet and remove abandoned facilities from the cost of the sludge pipeline relocation.

The estimated cost to the MWRD to relocate the pipeline is \$85,435.68 and the estimated cost to relate the cabinet is \$____ for a total reimbursement by MWRD to the Tollway of \$____, though the MWRD will be responsible to reimburse the Tollway for actual costs and will also transfer certain right of way to the Tollway.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement with the Illinois Department of Transportation, the Metropolitan Water Reclamation District of Greater Chicago and the Mount Prospect Park District in substantially the form of the Intergovernmental Agreement 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 ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER
CHICAGO
AND
THE MOUNT PROSPECT PARK DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2014, 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 METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, of the State of Illinois, hereinafter called the "MWRD", and THE MOUNT PROSPECT PARK DISTRICT, an Illinois body politic and corporate, hereinafter called the "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, intends to improve the Elgin O'Hare Expressway, extending the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to York Road and constructing the Western Access connecting the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) with the Tri-State ILLINOIS 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, the ILLINOIS TOLLWAY will rebuild and reconstruct the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) from the John F. Kennedy Expressway to Illinois Route 39; and

WHEREAS, certain construction contracts affect the MWRD facilities, this AGREEMENT includes the ILLINOIS TOLLWAY excavation and removal of the MWRD excess soils near the I-90 and Elmhurst Road interchange for the usage of the EOWA PROJECT improvements and the ILLINOIS TOLLWAY widening of I-90 and Elmhurst Road as it affects existing MWRD utilities (hereinafter referred to as the "PROJECT"). Additional construction contracts that impact MWRD Touhy Avenue Flood Control Reservoirs will be part of a future AGREEMENT(s) between the MWRD and the ILLINOIS TOLLWAY; and

WHEREAS, this AGREEMENT shall be numbered 002014-01 for recording purposes; and

WHEREAS, the ILLINOIS TOLLWAY scope of work concerning this AGREEMENT includes the excavation and removal of material from two (2) MWRD owned sites and their associated site restoration, and the widening of I-90 and Elmhurst Road where these project improvements impact certain MWRD utilities. The MWRD sites are shown on

“Exhibit A” (attached hereto) and named sites A and B, (hereinafter referred to as the “SITE(S)”). There are approximately two million (2,000,000) to three million (3,000,000) cubic yards of material which will be imported for roadway improvements within the PROJECT limits over the course of an eleven (11) year period. A detailed traffic plan will establish traffic controls and travel patterns for accessing the SITE(S). Likewise, an excavation plan will be followed for the orderly removal of material as required by the conditions of each SITE. After the material is removed, a final grading plan consistent with the future use plans for each SITE will be implemented. The scope also includes all other work necessary to leave the SITE(S) in good repair; and

WHEREAS, the MWRD leases each of the SITE(S) to the PARK DISTRICT with future development plans at SITE A and SITE B are under discussion; and

WHEREAS, the PARTIES agree that the removal of soils by the ILLINOIS TOLLWAY would result in elevations at the SITE(S) acceptable for recreational development; and

WHEREAS, the MWRD owns a bubbler monitoring cabinet relocated from the proposed edge of the pavement for the widened Elmhurst Road due to the PROJECT, and two (2) $\frac{3}{4}$ inch diameter steel pipes approximately 42 inches below ground level, located on DEPARTMENT right of way by permit, that are running east and west under Elmhurst Road which are in conflict with the PROJECT and have to be relocated. The MWRD requests that the ILLINOIS TOLLWAY include the relocation of the pipes in the PROJECT plans. MWRD has moved its bubbler cabinet to its own property due to the impact of the Elmhurst Road widening; and

WHEREAS, the MWRD owns and operates an 18 inch sludge pipeline partially encased in a 42 inch steel casing on ILLINOIS TOLLWAY property by permit along the right of way fence in the southeast quadrant of the I-90/Elmhurst Road Interchange. The MWRD requests that the ILLINOIS TOLLWAY include the relocation of the sludge pipeline in the PROJECT plans to avoid ILLINOIS TOLLWAY current and proposed ramps, locations of existing utilities, and proposed relocations of utilities. The MWRD will reimburse the ILLINOIS TOLLWAY for the cost of the relocation, deducting MWRD’s cost to relocate its bubbler monitoring cabinet and remove abandoned facilities in accordance with said ILLINOIS TOLLWAY Permit No. 77-15; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the MWRD's request to relocate two (2) $\frac{3}{4}$ inch diameter steel pipes under widened Elmhurst Road and to relocate the 18-inch sludge pipeline that will be impacted by the PROJECT; and

WHEREAS, subsequent to this AGREEMENT, the MWRD agrees to obtain from the DEPARTMENT an approved permit for the new location of the two (2) $\frac{3}{4}$ inch diameter steel pipes located on DEPARTMENT property, and to abide by all conditions set forth therein. The DEPARTMENT shall not assess or impose any permit fees upon the MWRD with respect to any work it must perform under this IGA; and

WHEREAS, the MWRD agrees to obtain from the ILLINOIS TOLLWAY, free of cost and without a charge of any kind, an approved permit for the new location of the 18” sludge pipeline and the 42” steel casing located on ILLINOIS TOLLWAY property; and

WHEREAS, the ILLINOIS TOLLWAY, MWRD and the PARK DISTRICT by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT and SITE(S) 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 5/4-101 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the MWRD by virtue of its powers as set forth in the "Metropolitan Water Reclamation District Act" 70 ILCS 2605/3 *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" 70 ILCS 1205/1-1 *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 and the SITE(S).
- B. The MWRD shall review the plans and specifications which impact the MWRD's properties, SITE(S), and MWRD facilities including those to be relocated within thirty (30) calendar days of receipt thereof unless an extension of time is requested by the MWRD and agreed to by the ILLINOIS TOLLWAY. MWRD will be closely involved in and have final approval over the design and construction of its relocated facilities. The PARK DISTRICT shall review plans and specifications which impact the PARK DISTRICT'S SITE(S) within thirty (30) calendar days of receipt thereof also, unless an extension of time is requested by the PARK DISTRICT and agreed to by the ILLINOIS TOLLWAY. The DEPARTMENT shall review the plans and specifications which impact the DEPARTMENT's maintained highways within thirty (30) calendar days of receipt thereof unless an extension of time is requested by the DEPARTMENT and agreed to by the ILLINOIS TOLLWAY. If the ILLINOIS TOLLWAY does not receive comments or objections from the MWRD, the PARK DISTRICT, or the DEPARTMENT within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the MWRD, the PARK DISTRICT, and the DEPARTMENT shall mean the MWRD, the PARK DISTRICT and the DEPARTMENT agree with all specifications in the plans,

including alignment and location of the PROJECT and SITE(S) improvements which impact the MWRD and/or the PARK DISTRICT's properties and SITE(S) and the DEPARTMENT's maintained highways. In the event of disapproval, the MWRD, the PARK DISTRICT, or the DEPARTMENT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. Notwithstanding, any disapproval by the MWRD, the PARK DISTRICT or the DEPARTMENT, the ILLINOIS TOLLWAY after considering the MWRD's, the PARK DISTRICT's and/or the DEPARTMENT's objections, shall proceed as the Chief Engineer of the ILLINOIS TOLLWAY deems appropriate in regards to the PROJECT. The MWRD shall have final approval in regards to its facilities.

- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT and SITE(S) responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT and the SITE(S) improvements, 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 and SITE(S) improvements. In no event shall the MWRD be liable for or incur any permit fees. If a permit fee is assessed and cannot be waived, then the ILLINOIS TOLLWAY shall assume such costs on behalf of the MWRD.
- E. The DEPARTMENT and the MWRD shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the ILLINOIS TOLLWAY, for a fair market value fee and in accordance with paragraph II B to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the DEPARTMENT or the MWRD.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. Right of way acquired exclusively for construction of I-90 or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.

- C. The DEPARTMENT and MWRD shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the ILLINOIS ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the DEPARTMENT or MWRD.
- D. Parcel plats, all conveyance documents, and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.
- E. The MWRD's property required for construction of the PROJECT, shall be transferred and conveyed to the ILLINOIS TOLLWAY by appropriate conveyance document free and clear of all unpermitted exceptions and or encumbrances. The MWRD agrees to convey to the ILLINOIS TOLLWAY those Parcels to be acquired by fee simple by Deed; Permanent Easement interests will be conveyed by permanent easement; Access Control interests will be conveyed by Access Control Waiver and/or Highway Release; and Temporary Easements will be conveyed by temporary easement. All said Parcels are as depicted on "Exhibit B".
- F. To effectuate the transfers contemplated above, the ILLINOIS TOLLWAY shall provide the necessary plats and legal descriptions to affect the transfer of properties to the ILLINOIS TOLLWAY by the MWRD.
- G. Prior to any transfer of real property owned by the MWRD, to advance the PROJECT and not delay any schedules, the MWRD shall permit, consent to, authorize and grant to the ILLINOIS TOLLWAY all permits necessary to enter, access and use all real property owned by the MWRD that is required to construct the PROJECT. In furtherance thereof, the MWRD shall allow the ILLINOIS TOLLWAY, its employees, vendors, and/or its contractor(s) to use said real property to complete the PROJECT. The MWRD shall issue the ILLINOIS TOLLWAY permits without charge and as maybe provided for herein to the ILLINOIS TOLLWAY. The MWRD shall grant, permit and allow the ILLINOIS TOLLWAY unrestricted use, access, ingress, and egress for all construction, maintenance, and repair necessary as part of the PROJECT so long as such access and use does not interfere with any of the MWRD's facilities or operations without prior consent. In addition, the MWRD shall waive any contractor's surety bonding requirements, if MWRD has the authority to waive such bonding requirements. Approval of any permit shall not be unreasonably withheld by the MWRD.
- H. Forms, Agreements, Easements, Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.
- I. During construction, in the event, the ILLINOIS TOLLWAY identifies areas of the DEPARTMENT's or the MWRD'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 and/or the SITE(S) improvements, the DEPARTMENT and/or the MWRD, shall upon the ILLINOIS TOLLWAY's

application to the DEPARTMENT's (OPER-1045 form) and/or MWRD's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge as provided for herein. Respective temporary uses are not intended to interfere with any of the MWRD's facilities or operations unless as so provided for in the Plans. In addition, the DEPARTMENT and/or the MWRD shall waive the contractor's surety bonding requirement to the extent the MWRD has the authority to waive such bonding requirements. 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 the condition prior to start of construction by the ILLINOIS TOLLWAY. Approval of any permit shall not be unreasonably withheld by the DEPARTMENT or the MWRD.

- J. Right of way costs shall include the fair market value purchase price thereof, based upon a current appraisal. Any additional costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way shall be separate and apart from the purchase price.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the DEPARTMENT and the MWRD, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing DEPARTMENT and MWRD 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. The ILLINOIS TOLLWAY shall be responsible for and make arrangements with the public and/or private utility facilities that require adjustment and/or relocation. The MWRD shall review and comment on such adjustments to ensure they do not affect existing MWRD facilities or operations.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements to DEPARTMENT or MWRD's facilities improved as part of the PROJECT.
- C. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of DEPARTMENT or MWRD's jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT or MWRD.
- D. At all locations where utilities are located on DEPARTMENT and/or MWRD rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT and/or MWRD 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

DEPARTMENT and/or MWRD for any and all out of pocket costs that may incur in causing the aforementioned utility or utilities to be adjusted.

- E. At all locations where the MWRD's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the MWRD or due to work proposed by the ILLINOIS TOLLWAY, the MWRD agrees to obtain from the ILLINOIS TOLLWAY an approved permit, at no cost to the MWRD for the facility, and to abide by all conditions set forth therein. The MWRD 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.
- F. At all locations where MWRD's utilities are located on right of way not owned by the ILLINOIS TOLLWAY or MWRD and must be adjusted do to work proposed by the ILLINOIS TOLLWAY, the MWRD agrees to obtain from the owner of the right of way an approved permit for the facility, and to abide by all conditions set forth therein, so long as the MWRD agrees that such relocation or adjustment is in its best interest and reasonable. Any relocation fees, permit fees or other costs associated with the relocation or adjustment of MWRD facilities shall be paid by and performed by the ILLINOIS TOLLWAY.
- G. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the MWRD, the MWRD shall in no event reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted, as the MWRD will be performing any work at as part of its cooperation with the TOLLWA for the PROJECT.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, award the contract(s), provide construction engineering inspections 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 DEPARTMENT, the MWRD and/or the PARK DISTRICT shall be submitted to the DEPARTMENT, the MWRD and/or the PARK DISTRICT for approval prior to commencing such work. The DEPARTMENT, the MWRD and/or the PARK DISTRICT 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 DEPARTMENT, the MWRD or the PARK DISTRICT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DEPARTMENT, the MWRD or the PARK DISTRICT within thirty (30) calendar days after delivery to the DEPARTMENT, the MWRD or the PARK DISTRICT of the proposed deviation, unless an extension of time is

requested by the DEPARTMENT, the MWRD and/or the PARK DISTRICT and agreed to by the ILLINOIS TOLLWAY, the proposed deviation shall be deemed approved by the DEPARTMENT, the MWRD or the PARK DISTRICT.

Notwithstanding any disapproval by the DEPARTMENT, the MWRD or the PARK DISTRICT, the ILLINOIS TOLLWAY may, after considering the DEPARTMENT's, the MWRD's and/or the PARK DISTRICT's objections, proceed as the Chief Engineer of the ILLINOIS TOLLWAY deems appropriate as to not delay the PROJECT, Any conflict shall be resolved in accordance with Section IX, E. .

- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DEPARTMENT, the MWRD or the PARK DISTRICT, the ILLINOIS TOLLWAY shall provide no less than fifteen (15) calendar days' written notice to the DEPARTMENT, the MWRD and the PARK DISTRICT prior to commencement of work on the PROJECT.
- D. The DEPARTMENT, the MWRD, the PARK DISTRICT 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 DEPARTMENT's the MWRD's or the PARK DISTRICT's system. The DEPARTMENT, the MWRD and the PARK DISTRICT shall assign personnel to perform inspections on behalf of all work included in the PROJECT that affects the DEPARTMENT's, the MWRD's and the PARK DISTRICT's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the other PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DEPARTMENT, the MWRD and the PARK DISTRICT, and the DEPARTMENT, the MWRD and the PARK DISTRICT shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the DEPARTMENT, the MWRD and/or the PARK DISTRICT does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the DEPARTMENT, the MWRD and the PARK DISTRICT. At the request of the DEPARTMENT, the MWRD and the PARK DISTRICT, 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 DEPARTMENT's, the MWRD's or the PARK DISTRICT'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 DEPARTMENT and/or the MWRD, and/or the PARK DISTRICT shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the Illinois ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2013, 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 the MWRD as further stipulated below.
- B. The MWRD agrees to convey property owned by the MWRD and necessary for the construction of the PROJECT in accordance with the approved plans and specifications. The MWRD shall transfer the property in accordance with Section II of this AGREEMENT. The MWRD's conveyance is 2 parcels, (Parcels NW-7A-12-008 and NW-7A-12-025) as shown on Exhibit B. The parcel compensations are valued at \$_____ and \$_____ respectively, for a total of \$_____.
- C. If, at any time in order to avoid interference with future construction, operation or maintenance of the PROJECT, the ILLINOIS TOLLWAY shall deem it necessary that any of the facilities of the MWRD, including those previously removed or relocated pursuant to this AGREEMENT, be modified, relocated or removed, the ILLINOIS TOLLWAY shall be allowed to relocate or remove said facilities after prior reasonable advance notice and such future removal and relocation work shall be governed by the provisions set forth in this AGREEMENT, including, without limitation, the provisions with respect to the MWRD approval of location, of the specifications, and of the completed work.
- D. The MWRD shall reimburse the ILLINOIS TOLLWAY for the actual costs to relocate the 18 inch sludge pipeline partially encased in a 42 inch steel casing on ILLINOIS TOLLWAY property along the right of way fence in the southeast quadrant of the I-90/Elmhurst Road Interchange in accordance with Permit No. 77-15. The ILLINOIS TOLLWAY shall deduct MWRD's cost to relocate its bubbler monitoring cabinet and remove abandoned facilities from the cost of the sludge pipeline relocation, after the ILLINOIS TOLLWAY receives proper documentation of MWRD's relocation expenditures.
- E. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs. It is

further agreed that construction engineering shall be computed as 10% of actual construction costs and mobilization shall be 6% of actual final construction costs.

- F. It is mutually agreed by the PARTIES hereto that the estimated cost to the MWRD for the relocation of the sludge pipeline is \$ 70,608.000 for construction costs, \$3,530.40 (5% of construction costs) for preliminary and design engineering, \$7,060.80 (10% of construction costs) for construction engineering and \$4,236.48 (6% of construction costs) for mobilization, for a total estimated cost of \$85,435.68.
- G. It is further agreed that notwithstanding the estimated cost, the MWRD shall be responsible for the actual costs associated with the requested sludge pipeline relocation described in the Recital section of this AGREEMENT.
- H. It is mutually agreed that the cost of the MWRD property is appraised at \$_____, the actual cost of the relocation of the bubbler monitoring cabinet was \$9,557, and the estimated cost of the relocation of the 18 inch sludge pipeline partially encased in a 42 inch steel casing is \$85,435.68, which leaves a cost reimbursement to the (ILLINOIS TOLLWAY/MWRD) of \$_____.
- I. The MWRD agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the MWRD will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- J. Any other PARTY or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT, or materially affect or change the plans or specifications applicable to any of the SITES without the advance written permission of the PARK DISTRICT. 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 DEPARTMENT, the MWRD and the PARK DISTRICT.
- B. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not

limited to "Routine maintenance" which refers to the day to day mowing, litter and debris removal, including compliance with state laws and local ordinances.

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

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES hereto that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety, the DEPARTMENT shall retain jurisdiction and maintenance responsibilities of Elmhurst Road in its entirety, the MWRD shall retain jurisdiction and ownership of the SITE(S) and the PARK DISTRICT shall retain maintenance responsibilities for SITE(S) in their entirety.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the DEPARTMENT, the MWRD and/or the PARK DISTRICT shall continue to maintain all portions of the PROJECT within the their respective right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the DEPARTMENT, the MWRD and/or the PARK DISTRICT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT, the MWRD and/or PARK DISTRICT, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the ILLINOIS DEPARTMENT OF TRANSPORTATION, the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, the MOUNT PROSPECT PARK DISTRICT and the ILLINOIS STATE TOLL HIGHWAY AUTHORITY.

- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by any of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between 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 Director of Engineering of the MWRD and the Director of Parks and Planning of the PARK DISTRICT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final as it relates to the ILLINOIS TOLLWAY's and the DEPARTMENT's facilities. The decision of the Director of Engineering of the MWRD shall be final as it relates to MWRD facilities or operations., as long as the MWRD's decision does not delay the PROJECT or cause a conflict with the DEPARTMENT's or the ILLINOIS TOLLWAY's facilities.
- F. This AGREEMENT may be executed in four (4) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- H. This AGREEMENT and the covenants contained herein shall become null and void in the event the contracts covering the construction work contemplated herein are not awarded starting within three (3) years subsequent to the date of execution of this AGREEMENT.
- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- J. The failure by the ILLINOIS TOLLWAY, the DEPARTMENT, the MWRD 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 DEPARTMENT, the MWRD or the PARK DISTRICT unless such provision is waived in writing.

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

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

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

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

To the MWRD: The Metropolitan Water Reclamation District of Greater Chicago
 100 East Erie Street
 Chicago, Illinois 60611-3154
 Attn: Director of Engineering

To the PARK DISTRICT: The Mount Prospect Park District
 1000 W. Central Road
 Mount Prospect, Illinois 60056
 Attn: Director of Parks and Planning

M. The DEPARTMENT and the MWRD agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the MWRD under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The DEPARTMENT and the MWRD 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.

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

(This space intentionally left blank)

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

THE MOUNT PROSPECT PARK DISTRICT

By: _____
Greg Kuhs, Executive Director

Attest: _____

Date: _____

(Please Print Name)

THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: _____
_____, (Title)
(Please Print Name)

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
John A. Fortmann, Deputy Director/
Region One Engineer

Attest: _____

(Please Print Name)

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

RESOLUTION NO. 20321

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 Schaumburg (“Village”) in connection with the improvements to the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39. The Tollway is reconstructing the existing single Meacham Road Bridge structure over I-90, providing two structures; one structure carrying Meacham Road over the I-90 mainline and one carrying Meacham Road over the westbound I-90 C-D-Road.

The Village requested that the Tollway include in its project the installation of aesthetic bridge treatments, ornamental bridge handrail, sidewalk, median removal and replacement, enhanced landscaping, and lighting, also the Village has a section of its water main on property to be acquired by the Tollway and is in conflict with the project, and must be relocated within the Tollway’s right of way. The estimated cost to the VILLAGE is \$3,992,376 though the village will be responsible to reimburse the Tollway for actual costs.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement with the Village of Schaumburg in substantially the form of the Intergovernmental Agreement 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
AND
THE VILLAGE OF SCHAUMBURG**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF SCHAUMBURG, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s); and

WHEREAS, the VILLAGE and the ILLINOIS TOLLWAY have executed a Memorandum of Understanding ("MOU") dated April 24, 2013, as the basis for interagency cooperation in the construction of a partial access interchange at I-90 and Meacham Road; and

WHEREAS, the ILLINOIS TOLLWAY, as part of its multiple corridor wide construction contracts, and in accordance with the ILLINOIS TOLLWAY's Interchange and Roadway Cost Sharing Policy dated October 2012, (referred to herein by reference), is reconstructing the existing single Meacham Road Bridge structure over I-90, providing two structures; one structure carrying Meacham Road over the I-90 mainline and one carrying Meacham Road over the westbound I-90 C-D-Road. Approximately 2,350 feet of Meacham Road will be reconstructed wherever required by changes in vertical profile. Drainage improvements, removal and replacement of the existing multi-use path and railing on the east side of Meacham Road, installing underpass and temporary lighting, constructing retaining walls, and all work necessary to complete the improvement in accordance with the approved plans and specifications, hereinafter referred to as the "PROJECT"; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT the installation of aesthetic bridge treatments, ornamental bridge handrail, sidewalk, median removal and replacement, enhanced landscaping, and lighting (sometimes referred to as "Additional Requested Work"); and

WHEREAS, the VILLAGE has a section of its water main on property to be acquired by the ILLINOIS TOLLWAY and is in conflict with the PROJECT, and must be relocated within the ILLINOIS TOLLWAY's right of way; and

WHEREAS, because of the improvements to I-90, in the vicinity of the VILLAGE's Convention Center, the VILLAGE's water detention basins will be disturbed and must be lowered along with modifications to the outlet pipes, a new VILLAGE storm sewer must be installed along the south side, and various landscaping shall be removed and replaced (hereinafter referred to as "Convention Center Improvements"); and

WHEREAS, subsequent to this AGREEMENT, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the water main located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY agrees to include the VILLAGE's Additional Requested Work and the Convention Center Improvements and the water main relocation into the PROJECT; and

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

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

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The VILLAGE shall review the plans and specifications which impact the VILLAGE's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's maintained highways. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the VILLAGE by the 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, 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 shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. Any property acquired previously by the VILLAGE and transferred to the ILLINOIS TOLLWAY for the PROJECT shall be considered a PROJECT cost, and part of the VILLAGE's individual overall contribution to the PROJECT. Prior to the transfer of real property owned by the VILLAGE, to advance the PROJECT and not delay any schedules, the VILLAGE shall consent to, authorize and grant permission without reservation, and without the encumbrance of the permitting process, to the ILLINOIS TOLLWAY or its contractor(s), the use and entry onto all real property owned by the VILLAGE that is required to construct the PROJECT. In addition, the VILLAGE shall waive any contractor's surety bonding requirements. Approval shall not be unreasonably withheld by the VILLAGE.
- C. Right of way acquired exclusively for construction of I-90 or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.
- D. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.

- E. It is understood that neither the VILLAGE nor the ILLINOIS TOLLWAY have consented in this AGREEMENT to the transfer of any interest in the VILLAGE's or the ILLINOIS TOLLWAY's property or rights of way which the VILLAGE or the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their respective highway systems.
- F. In the event, the ILLINOIS TOLLWAY identifies areas of the VILLAGE'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 VILLAGE, in accordance with the MOU, shall allow the ILLINOIS TOLLWAY all temporary use. In addition, the VILLAGE 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 the VILLAGE.
- G. Right of way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way.

III. UTILITY RELOCATION

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

- E. At all locations where utilities are located on VILLAGE rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.
- F. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The VILLAGE 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. In the event that the work proposed by the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- H. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The VILLAGE shall advertise and receive bids, obtain ILLINOIS TOLLWAY concurrence as to the amount of bids (for work to be funded wholly or partially by the ILLINOIS TOLLWAY before award), provide construction engineering inspections and cause the Convention Center Improvements to be constructed in accordance with the PROJECT plans and specifications, subject to adding these costs as PROJECT costs to be split 50%/50% by the ILLINOIS TOLLWAY and the VILLAGE as hereinafter stipulated.

- C. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- D. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the VILLAGE prior to commencement of work on the PROJECT.
- E. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's system. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that affects the VILLAGE's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- F. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- H. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s)

was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2013, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications. The VILLAGE shall be credited for any pre-payment made towards uncompleted work upon their next payment.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The PARTIES agree that the estimated overall construction cost of the total PROJECT is estimated at \$22,949,997. The PARTIES shall be responsible for their share of the overall costs as stated below.
- C. The ILLINOIS TOLLWAY shall be responsible for 100% of the cost of engineering, construction and construction engineering associated with the I-90 mainline contract(s) including the base cost to replace the Meacham Road Bridge.
- D. The ILLINOIS TOLLWAY and the VILLAGE shall be responsible for 50% each of the incremental cost difference of additional work necessary to accommodate the future interchange which represents the cost of the bridge widening, deck improvements, the westbound exit and entrance ramps and the Convention Center Improvements.
- E. The VILLAGE shall be responsible for 100% of all Additional Requested Work that the ILLINOIS TOLLWAY is including in its PROJECT.
- F. The ILLINOIS TOLLWAY shall be responsible for the cost to relocate a section of the VILLAGE's water main on property to be acquired by the ILLINOIS TOLLWAY that is in conflict with the PROJECT.
- G. Funds expended by any of the PARTIES, including funds used for design engineering, land acquisition, utility relocation and construction necessary to complete a partial access interchange shall be deemed as a credit toward the PROJECT. The expenditure of funds must be tracked and shared with the PARTIES prior to reconciling the overall financial contribution of each PARTY.
- H. The ILLINOIS TOLLWAY's contribution toward the PROJECT will be in accordance with the ILLINOIS TOLLWAY's Interchange Policy which stipulates that toll rates and toll collection will be based upon recovery expense within a ten (10) year period.
- I. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual construction costs.

- J. A 1% credit based upon construction costs to the VILLAGE's construction engineering reimbursement to the ILLINOIS TOLLWAY, shall be given to the VILLAGE for the retention of a consultant for the purposes of aiding the ILLINOIS TOLLWAY, by providing community outreach during the construction of the PROJECT. The construction engineering services shall include, but not be limited to: public contact including coordinating with businesses, handling motoring public requests and questions, attending coordination meetings with the contractor(s), ILLINOIS TOLLWAY staff and consultants, and provide the VILLAGE with progress reports. This credit shall also be given to the VILLAGE in future Intergovernmental Agreements with the ILLINOIS TOLLWAY associated with the I-90 corridor.
- K. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE is \$3,471,631 for construction costs, \$ 173,582 (5% of construction costs) for preliminary and design engineering, \$347,163 (9% of construction costs) for construction engineering for a total estimated cost of \$3,992,376.
- L. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with 50% of the incremental cost difference of additional work necessary to accommodate the future interchange which represents the cost of the bridge widening, deck improvements and the westbound exit ramp and 100% of the cost of the requested work described in the Recital section of this AGREEMENT.
- M. The VILLAGE agrees that upon award of the this initial Bridge contract (I-13-4107) for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 25% of its obligation incurred under this AGREEMENT, based upon actual bid prices. The VILLAGE further agrees that it will pay to said ILLINOIS TOLLWAY upon receipt of an invoice from the ILLINOIS TOLLWAY on the first and second anniversary of the award of the contract for this improvement, an amount equal to 25% of its obligation incurred under this AGREEMENT, based upon actual bid prices for the entire PROJECT. The VILLAGE shall pay to the ILLINOIS TOLLWAY upon receipt of an invoice, on the third anniversary of the award of the contract or subsequent to the completion of the PROJECT, whichever is later, the remainder of its obligation in a lump sum, based on final costs.
- N. Either the VILLAGE or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
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 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-90 in its entirety.
- B. The VILLAGE agrees to maintain, or cause to maintain, Meacham Road, including all facilities, sidewalks, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., the Additional Requested Work, the Convention Center Improvements, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.

- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 3	Meacham Road

1. Type 2 - VILLAGE Roadway over ILLINOIS TOLLWAY Right of Way
 - a. The VILLAGE has all maintenance responsibility as to the following:
 - i. All VILLAGE right of way and VILLAGE highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
 - ii. The following portions of the grade elevation structure:
 - iii. The wearing surface;
 - iv. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - v. Drainage facilities above structural beams and girders;
 - vi. All lighting except underpass;
 - vii. All VILLAGE signals and signs;
 - viii. To the extent not addressed in other intergovernmental agreements to which the VILLAGE is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - ix. All drainage facilities carrying exclusively VILLAGE drainage.
 - b. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the VILLAGE as set forth herein, including but not limited to the following:
 - i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;

- iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - v. All underpass lighting.
2. Type 3 - Bridge Structure with a Partial or Complete Ramp Interchange System
- a. The VILLAGE and the ILLINOIS TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for "VILLAGE over".
 - b. At all bridge structures with a partial or complete interchange system; the VILLAGE has all maintenance responsibility for the following:
 - i. All VILLAGE right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the VILLAGE highway pavement connecting the VILLAGE highway roadway pavement with ILLINOIS TOLLWAY ramps;
 - ii. All grassed areas and embankments along VILLAGE highway roadway, outside fences installed to protect the Toll Highway;
 - iii. All traffic signals on the VILLAGE highway and at the intersections between the VILLAGE highway and the ramps to and from the Toll Highway;
 - iv. All guardrails on the VILLAGE right of way and highway roadway;
 - v. All drainage facilities on VILLAGE highways, except for drainage structures under Toll Highway ramps;
 - vi. All lighting on the VILLAGE right of way and on areas of the intersection outside fences installed to protect the Toll Highway.
 - c. The ILLINOIS TOLLWAY has all maintenance responsibility for the following:
 - i. All ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
 - ii. At diamond interchanges, or where ramps are signalized, the ILLINOIS TOLLWAY shall maintain ramps which intersect at

approximately ninety (90) degrees to the VILLAGE highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the VILLAGE's through traffic lanes;

- iii. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with VILLAGE highway roadway, or which otherwise do not conform to the description in the paragraph above, the ILLINOIS TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside VILLAGE highway roadway through traffic lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp. When no acceleration-deceleration lane is incorporated in the interchange, the ILLINOIS TOLLWAY shall be responsible for the point of contiguity with the VILLAGE's pavement;
- iv. All grassed area and embankments, traffic signs, guardrail, drainage facilities and other structures not to be maintained by the VILLAGE as set forth above;
- v. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
- vi. Sound walls installed by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY right of way or for the benefit of the ILLINOIS TOLLWAY and its patrons.

D. 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).

E. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and Local Agencies will perform the

inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the VILLAGE.

- F. In the event the VILLAGE must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the VILLAGE, shall assist in the coordination of any required lane closures on I-90 to perform such maintenance work.
- G. Attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY 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 VILLAGE roadway or performance of VILLAGE maintenance obligations under this AGREEMENT, the VILLAGE may make such attachment or placement only after approval by the ILLINOIS TOLLWAY.
- H. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- I. Signalization and pavement markings at the interchange, if any, will be under the control of the VILLAGE. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The VILLAGE consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto ILLINOIS TOLLWAY mainline pavement.
- J. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the bicycle path, side path, multi-use path, sidewalk, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, retaining walls, landscaping, etc. located at and on ILLINOIS TOLLWAY property, in its entirety.
- K. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the bicycle path, side path, multi-use path, sidewalk, fences, appurtenances, retaining walls, landscaping, etc.
- L. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to said bicycle path, side path, multi-use path, sidewalk, fences, appurtenances, retaining walls, landscaping, etc., then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said bicycle path,

side path, multi-use path, sidewalk, fences, appurtenances, retaining wall, landscaping, etc. in conjunction with the ILLINOIS TOLLWAY's proposed improvement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

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

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Schaumburg and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The VILLAGE shall retain jurisdiction of Meacham Road traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject

matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

- D. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Transportation 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 VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's water main, Additional Requested Work, Convention Center Improvements, or a dispute concerning the plans and specifications for the VILLAGE, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's Director of Transportation shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's water main, Additional Requested Work, and/or Convention Center Improvements, the decision of the VILLAGE's Director of Transportation shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is Village of Schaumburg, 101 Schaumburg Court, Schaumburg, Illinois 60193.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein

is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

- L. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- M. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- N. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- O. 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 VILLAGE: The Village of Schaumburg
101 Schaumburg Court
Schaumburg, Illinois 60193
Attn: Director of Transportation

- P. The VILLAGE 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 VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The VILLAGE 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.
- Q. 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 VILLAGE OF SCHAUMBURG

By: _____
Al Larson, Village President

Attest: _____

Date: _____

(Please Print Name)

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

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

RESOLUTION NO. 20322

Background

The Tollway is interested in entering into an Intergovernmental Agreement with the County of McHenry (sometimes referred to as "County"). The Tollway intends to improve the Jane Addams Memorial Tollway (I-90), which will include the reconstruction and widening of the bridge structure and superstructure carrying Harmony-Riley Road over I-90.

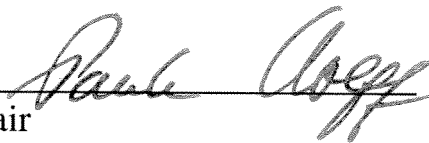
McHenry County has installed a Roadway Weather Information System ("RWIS") on the Tollway's existing Harmony-Riley Road bridge structure. The County requests that, in lieu of the County installing its RWIS on the new bridge structure, that the Tollway instead share its roadway weather data collected from the Tollway weather station which will be installed on the bridge. In return, the County will assume maintenance responsibilities associated with the bridge deck.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement with McHenry County in substantially the form of the Intergovernmental Agreement attached to this Resolution and the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.

Approved by: _____

Chair



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE COUNTY OF MCHENRY**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY", and the COUNTY OF MCHENRY, a body corporate and politic of the State of Illinois, acting by and through its Division Of Transportation, hereinafter called the "COUNTY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple TOLLWAY construction contract(s) including but not limited to Contract I-13-4164 (hereinafter referred to as the "PROJECT") by making the following improvements:

Reconstruction and widening of the bridge structure and superstructure carrying Harmony-Riley Road over I-90, the reconstruction and widening of the approach pavements and the crossroads adjacent to the bridge approaches, the installation of signage, pavement marking, construction and installation of a drainage system, guardrail, landscaping, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the COUNTY has installed a Roadway Weather Information System ("RWIS") on the bridge structure which is currently in conflict with the bridge reconstruction and the COUNTY will remove prior to construction; and

WHEREAS, the COUNTY requests that, in lieu of the COUNTY installing its RWIS on the new bridge structure, that the TOLLWAY instead share its roadway weather information with the COUNTY; and

WHEREAS, the TOLLWAY agrees to the COUNTY's request to share the TOLLWAY's roadway weather information with the COUNTY; and

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

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

WHEREAS, the 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, 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 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 COUNTY shall review the plans and specifications which impact the COUNTY's owned and maintained highways within fifteen (15) calendar days of receipt thereof. If the TOLLWAY does not receive comments or objections from the COUNTY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the COUNTY's owned and maintained highways. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the TOLLWAY. Notwithstanding, any disapproval by the COUNTY, the TOLLWAY after considering the COUNTY's objections shall proceed as the Chief Engineer of the TOLLWAY deems appropriate.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the COUNTY by the TOLLWAY.
- E. The TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (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 COUNTY shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the TOLLWAY, without charge to the

TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the COUNTY 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 the COUNTY's right of way or of the TOLLWAY's right of way.
- B. In the event, the TOLLWAY identifies areas of the COUNTY's right of way temporarily needed for the TOLLWAY to enter, access and use to allow the TOLLWAY and/or its contractor(s) to complete the PROJECT, the COUNTY, shall upon the TOLLWAY's application to the COUNTY's permit form, together with a plan set, issue the TOLLWAY a permit without charge to the TOLLWAY; allowing the TOLLWAY all temporary use. In addition, the COUNTY shall waive the contractor's surety bonding requirement. The 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 the COUNTY.

III. UTILITY RELOCATION

- A. The TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to TOLLWAY facilities where they cross COUNTY highway rights of way; and 2) to COUNTY facilities improved as part of the PROJECT.
- C. The TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing TOLLWAY rights of way, and on proposed TOLLWAY rights of way which are outside areas of COUNTY jurisdiction, where improvements to TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the COUNTY.
- D. At all locations where utilities are located on COUNTY rights of way and must be adjusted due to work proposed by the TOLLWAY, the COUNTY agrees to cooperate with the TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the TOLLWAY. The TOLLWAY agrees to reimburse and/or credit the COUNTY for any and all out of pocket costs the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The 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 COUNTY shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY 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 COUNTY shall detail in writing its specific objections. If the TOLLWAY receives no written response from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed deviation, the proposed deviation shall be deemed approved by the COUNTY. Notwithstanding any disapproval by the COUNTY, the TOLLWAY may, after considering the COUNTY's objections, proceed as the Chief Engineer of the TOLLWAY deems appropriate.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY, the TOLLWAY shall provide no less than five (5) calendar day's written notice to the COUNTY prior to commencement of work on the PROJECT.
- D. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY's system. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY's system, and will deliver written notices to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY's system. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY's system, and will deliver written notices to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- F. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. The 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 2013, or the applicable version of the TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. The TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Either the COUNTY or the TOLLWAY may request, after the construction contract(s) are let by the 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 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 TOLLWAY. With respect to this AGREEMENT, it means the COUNTY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY.
- 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 TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the TOLLWAY rights of way:

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 TOLLWAY agrees to maintain I-90 in its entirety.
- B. The COUNTY agrees to maintain, or cause to maintain, Harmony-Riley Road, including 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 TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Harmony-Riley Road

Type 2 - COUNTY Roadway over TOLLWAY 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, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
 - b. The following portions of the grade elevation structure:
 - c. The wearing surface;
 - d. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - e. Drainage facilities above structural beams and girders;
 - f. All lighting except underpass;
 - g. All COUNTY signals and signs;

- h. To the extent not addressed in other intergovernmental agreements to which the COUNTY is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - i. All drainage facilities carrying exclusively COUNTY drainage.
2. The TOLLWAY 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 TOLLWAY 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 Toll Highway drainage;
 - e. All underpass lighting.
- D. The TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the 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 TOLLWAY will provide condition ratings for the entire jointly maintained structure. The TOLLWAY and Local Agencies 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 TOLLWAY's final inspection reports shall be delivered to the Local Agency."
- E. In the event the COUNTY must perform maintenance of the superstructure, as required, the TOLLWAY, after proper notice by the COUNTY, shall assist in the coordination of any required lane closures on I-90 to perform such maintenance work.
- F. The PARTIES agree that the TOLLWAY reserves the right to review and approve the following:
1. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;

2. The permitting of any and all loads traversing a grade separation structure over the Toll Highway issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves);
 3. Attachment to the grade separation structure, or placement on or across TOLLWAY 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 after consultation with the TOLLWAY.
- G. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

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

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the County of McHenry and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the TOLLWAY shall have jurisdiction of I-90. The COUNTY shall retain jurisdiction of Harmony-Riley Road traversed or affected by I-90 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 the COUNTY shall use the TOLLWAY provided weather information at its own risk and peril and that it shall indemnify, defend and hold the TOLLWAY, its directors, employees, consultants, and successors harmless with respect to any claims related to or arising from the use and reliance on the roadway weather information provided by the TOLLWAY and its consultants.
- D. 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.
- E. Wherever in this AGREEMENT approval or review by either the COUNTY or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- F. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- G. In the event of a dispute between the COUNTY and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY and the Director of Transportation/County Engineer of the COUNTY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.
- H. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. 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 the TOLLWAY or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the TOLLWAY or the COUNTY 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 DuPage County, Illinois.
- N. 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 TOLLWAY: The Illinois Toll Highway Authority
 2700 Ogden Avenue
 Downers Grove, Illinois 60515
 Attn: Chief Engineer

To the COUNTY: McHenry County Division of Transportation
 1611 Nelson Road
 Woodstock, Illinois 60098
Attn: Director of Transportation/County Engineer

- O. The COUNTY agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the TOLLWAY and/or the COUNTY under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The COUNTY 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 TOLLWAY Inspector General, the TOLLWAY Department of Internal Audit, the TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- P. 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.

MCHENRY COUNTY

By: _____
Tina Hill, Chairwoman,
McHenry County Board

Attest: _____
Katherine C. Schultz,
McHenry County Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 20323

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding a worker’s compensation claim with Stanley Peca, Jr. as recommended by defense counsel Ganan & Shapiro, P.C. It is in the best interest of the Tollway to go forward with the settlement.

Resolution

The settlement of Stanley Peca Jr.’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: _____



Chair

RESOLUTION NO. 20324

Background

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

Resolution

The settlement of Sam Sparacino’s workers compensation claims are 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: _____


Chair

RESOLUTION NO. 20325

Background

The Board of Directors previously approved, pursuant to Resolution No. 20025, the formation, composition and responsibilities of various committees to assist the Board in carrying out its duties under the Toll Highway Act. It is in the best interest of the Illinois State Toll Highway Authority to amend Resolution No. 20025 to allow for the assignment of alternates to serve on those committees and to consolidate the functions of the Customer Service & Electronic Tolling Committee and the Strategic Planning Committee into one committee. In all other respects, Resolution 20025 shall remain in full force and effect. It is also in the best interest of the Illinois State Toll Highway Authority to amend the Charters of those committees to reflect the inclusion of alternates to their composition and to reflect the aforementioned consolidation.

Resolution

In the interest of executive economy and to ensure the provision of thorough review of policy issues, effective April 1, 2014, the Board of Directors hereby declares 1) that the Charters for the Committees listed below and attached hereto are hereby approved; 2) that the Customer Service & Electronic Tolling Committee and the Strategic Planning Committee are dissolved as currently constituted and recreated as one committee to be called the Customer Service & Electronic Tolling – Strategic Planning Committee; and 3) that the membership of the committees listed below shall be as follows:

Finance, Administration and Operations

Chair: Director Mark Peterson

Members: Directors Terry D'Arcy, Mark Peterson and David Gonzalez

Alternate One: Director Tom Weisner

Alternate Two: Director James Sweeney

Executive

Chair: Chair Paula Wolff

Members: Directors David Gonzalez and Tom Weisner

3/27/14

6.5/7

RESOLUTION NO. 20325

Resolution – Continued

Customer Service & Electronic Tolling - Strategic Planning

Co-Chairs: Director Jeff Redick and Director Tom Weisner

Members: Directors James Banks, Earl Dotson and James Sweeney

Audit

Chair: Director David Gonzalez

Members: Director Tom Weisner and Board Chair Paula Wolff

Approved by: _____


Chair

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

EXECUTIVE COMMITTEE CHARTER

Purpose: The Executive Committee is a standing committee of the Illinois State Toll Highway Authority Board of Directors. Its purpose is to oversee the governance of the Board and to provide support and provide direction for Management when the full Board cannot meet. The Committee shall review Board and Management performance; set priorities and schedule of activities; improve Board governance; develop processes for evaluating and hiring the Executive Director for action by the full Board; and make emergency decisions on behalf of the Board as needed.

Composition: The Board Chair shall chair this Committee. The remaining committee members shall consist of the Chairs, including Co-Chairs, from each of the standing committees and others as designated by the Board Chair, and approved by the Board. The Committee may also consist of up to two alternates selected by the Board Chair, based upon their expressed interest and expertise, and approved by the Board. If more than one alternate is so designated by the Board Chair, they will be designated as Alternate One and Alternate Two. In the event of a single member's absence or disqualification, Alternate One will be the first choice to serve. In the event that Alternate One is unavailable to serve, or in the event that there is an absence or disqualification of two members, then Alternate Two shall be eligible to serve. For purposes of clarification, an alternate shall not have a right to vote unless that alternate has been deemed eligible to serve in the absence or disqualification of a member.

Meetings: The Committee shall meet as often as may be deemed necessary by the Committee Chair and at least three times yearly. The Committee shall give regular reports on its meetings to the Board and on such matters as the Board shall specify. All meetings shall be conducted in accordance with the requirements of the Illinois Open Meetings Act, including publication of the meeting minutes for public review.

Duties, Responsibilities and Authority: The Committee shall report and make recommendations to the Board on:

1. Selecting the Executive Director;
2. Evaluating the Executive Director's performance;
3. Setting priorities for the Board;
4. Making emergency decisions on behalf of the Board as needed;

5. Evaluating Board performance including review of all Board, Committee and Work Group activities and agendas;
6. Managing Board governance including reviewing/revising Board by-laws as needed;
7. Reviewing routinely the activity and reports of the Tollway Inspector General; and
8. Reviewing and approving Executive Session minutes for public release two times a year.

Date Approved: 3-27-14

Board Resolution: 20325

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

AUDIT COMMITTEE CHARTER

Purpose: The Audit Committee is a standing committee of the Illinois State Toll Highway Authority Board of Directors. The Committee's purpose is to assist the Board in carrying out its responsibilities relating to the Tollway's annual compliance and financial audits. The Committee will assist the Board in reviewing the Tollway's audited financial statements, addressing audit findings, reviewing the Tollway's systems of internal controls, and analyzing significant changes to Tollway accounting policies or financial position.

Composition: The Committee shall consist of a Chair and up to five Directors selected by the Board Chair, based on their expressed interest and expertise, and approved by the Board. The Committee may also consist of up to two alternates selected by the Board Chair, based upon their expressed interest and expertise, and approved by the Board. If more than one alternate is so designated by the Board Chair, they will be designated as Alternate One and Alternate Two. In the event of a single member's absence or disqualification, Alternate One will be the first choice to serve. In the event that Alternate One is unavailable to serve, or in the event that there is an absence or disqualification of two members, then Alternate Two shall be eligible to serve. For purposes of clarification, an alternate shall not have a right to vote unless that alternate has been deemed eligible to serve in the absence or disqualification of a member.

Meetings: The Committee shall meet as often as may be deemed necessary by the Committee Chair and at least two times a year. The Committee shall give regular reports on its meetings to the Board and on such matters as the Board shall specify. All meetings shall be conducted in accordance with the requirements of the Illinois Open Meetings Act, including publication of the meeting minutes for public review.

Duties, Responsibilities and Authority: The Committee shall report and make recommendations to the Board on:

1. The annual audit plan for Internal Audit;
2. The annual Compliance Audit Report and Audited Financial Statements from the Auditor General and report them to the Board;
3. Periodic reports on audit activities and findings from the Chief Internal Auditor, including information on final FCIAA cycle audit

reports and the annual report prepared for the Executive Director pursuant to FCIAA.

Date Approved: 3-27-14

Board Resolution: 20325

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

CUSTOMER SERVICE & ELECTRONIC TOLLING – STRATEGIC PLANNING

COMMITTEE CHARTER

Purpose: The Customer Service & Electronic Tolling – Strategic Planning Committee is a standing committee of the Illinois State Toll Highway Authority Board of Directors. Its purpose is to promote the development and implementation of appropriate information technology solutions critical to providing quality customer service and revenue generation now and in the future as well as to provide the Board with advice on the strategic direction and planning of infrastructure investments at the conceptual stage. The Committee shall review technology strategies and business processes for collecting tolls, violation enforcement and customer service. The Committee shall also review, at the conceptual stage, analysis from staff and recommend direction for long-term strategic planning for Tollway projects or programs.

Composition: The Committee shall consist of two Co-Chairs and up to five Directors selected by the Board Chair, based on their expressed interest and expertise, and approved by the Board. The two Co-Chairs shall alternate chairing meetings of the Committee; provided, however, that if the Co-Chair that is scheduled to chair a particular meeting is absent, the other Co-Chair shall chair that meeting as well.

Meetings: The Committee shall meet as often as may be deemed necessary by the Committee Chair and at least quarterly. The Committee shall give regular reports on its meetings to the Board and on such matters as the Board shall specify. All meetings shall be conducted in accordance with the requirements of the Illinois Open Meetings Act, including publication of the meeting minutes for public review.

Duties, Responsibilities and Authority: The Committee shall report and make recommendations to the Board on:

1. Technology strategies to facilitate toll collection and violation enforcement;
2. Business processes for toll collection and violation enforcement;
3. Periodic customer satisfaction data;
4. Identification of problems and policy solutions related to customer service;

5. Developing criteria to assess project/program priorities;
6. Recommending a multi-year capital plan to the Board;
7. Evaluating how system needs/changes effect stakeholder, including public, business and civic interests;
8. Developing policies related to pursuing capital investments; and
9. Monitoring congruity of mission, priorities and resources for each program/project plan.

Date Approved: 3-27-14

Board Resolution: 20325

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

FINANCE ADMINISTRATION OPERATIONS COMMITTEE CHARTER

Purpose: The Finance Administration Operations Committee is a standing committee of the Illinois State Toll Highway Authority Board of Directors. Its purpose is to provide policy direction to and oversight of the financial and operational activities of the Board, in order to ensure the immediate and long-term financial stability of the Tollway as well as its efficient and legally-compliant administration. The Committee shall monitor and make recommendations to the Board on budget matters including: financing and debt strategies; policies and procedures related to Engineering, Operations, Administration (Human Resources), Procurement and Legal Compliance.

Composition: The Committee shall consist of a Chair and up to five Directors selected by the Board Chair, based upon their expressed interest and expertise, and approved by the Board. The Committee may also consist of up to two alternates selected by the Board Chair, based upon their expressed interest and expertise, and approved by the Board. If more than one alternate is so designated by the Board Chair, they will be designated as Alternate One and Alternate Two. In the event of a single member's absence or disqualification, Alternate One will be the first choice to serve. In the event that Alternate One is unavailable to serve, or in the event that there is an absence or disqualification of two members, then Alternate Two shall be eligible to serve. For purposes of clarification, an alternate shall not have a right to vote unless that alternate has been deemed eligible to serve in the absence or disqualification of a member.

Meetings: The Committee shall meet as often as may be deemed necessary by the Committee Chair and at least quarterly. The Committee shall give regular reports on its meetings to the Board and on such matters as the Board shall specify. All meetings shall be conducted in accordance with the requirements of the Illinois Open Meetings Act, including publication of the meeting minutes for public review.

Duties, Responsibilities and Authority: The Committee shall report to the Board on:

FINANCIAL

1. Financial performance and projections including: the annual budget, quarterly financial reports and multi-year capital projections.
2. Financing strategies including bond issues and refunding.
3. Financial controls.

ADMINISTRATION (HUMAN RESOURCES)

1. Policies and procedures related to personnel.

ENGINEERING

1. Policies related to the construction and maintenance of Tollway property.

OPERATIONS

1. Policies related to the operation, regulation or protection of Tollway property.

PROCUREMENT

1. Tollway contracts and legal settlements before presentation to the full Board.
2. The procurement and contractor selection process.
3. Minority Business/Women Business/Disadvantage Business Enterprise performance.

Date Approved: 3-27-14

Board Resolution: 20325

RESOLUTION NO. 20326

Background

The Board of Directors previously approved, pursuant to Resolution No. 19463, changes to the By-Laws to reflect the establishment of Standing Committees. Changes to the By-Laws are now necessary and in the best interest of the Tollway to allow for the appointment of alternates to those Standing Committees.

Resolution

The Board hereby approves the amendment of Article 3, Section 4(d) of the By-Laws to read as follows:

“Unless otherwise indicated in their charter, each standing committee shall consist of a Chair and up to five Directors selected by the Board Chair, based on their expressed interest and expertise, and approved by the Board via resolution. Each standing committee shall also consist of up to two alternates selected by the Board Chair, based on their expressed interest and expertise, and approved by the Board via resolution. An alternate shall be eligible to serve in the place of an absent or disqualified member during the member’s absence or disqualification. If more than one alternate is so designated by the Board Chair, they will be designated as Alternate One and Alternate Two. In the event of a single member’s absence or disqualification, Alternate One will be the first choice to serve. In the event that Alternate One is unavailable to serve, or in the event that there is an absence or disqualification of two members, then Alternate Two shall be eligible to serve. For purposes of clarification, the number of alternates shall not be considered in determining the number of members necessary to constitute a quorum of the duly appointed standing committee. Also for purposes of clarification, an alternate shall not have a right to vote unless that alternate has been deemed eligible to serve under this section.”

Approved by: _____

Chair

