

RESOLUTION NO. 20533

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to continue to provide health insurance, including health management organization (“HMO”) and preferred provider organization (“PPO”) medical, dental and optical benefits coverage for Tollway employees. On August 19, 2009, the Tollway issued a Request for Proposals for the provision of health care benefits, said provision of services to cover the period of March 1, 2010 through February 28, 2011, with the option of nine additional one-year renewals. After a review and evaluation of all proposals it was determined that Health Care Services Corporation’s (Blue Cross/Blue Shield) proposal, dated October 1, 2009, best met the Tollway’s health care needs. It is in the best interest of the Tollway to pursue the fifth one-year optional renewal and enter into an agreement with Blue Cross/Blue Shield for the 2015-2016 plan year. Pursuant to Section 1.1060 of CMS’s Procurement Rules, CMS has delegated to the Tollway the authority to procure these services.

Resolution

The proposals of Health Care Services Corporation (Blue Cross/Blue Shield) to provide the aforementioned services and coverage for the period of March 1, 2015 through February 29, 2016 are accepted; the General Counsel and the Chief of Finance are authorized to negotiate the final terms and conditions and prepare any and all documents necessary to effectuate the appropriate agreements with Health Care Services Corporation (Blue Cross/Blue Shield); the Chair or the Executive Director is authorized to execute said agreements; and the Chief of Finance is authorized to issue warrants from time to time in payment for the contracted services, as well as payments that may arise under the Affordable Care Act in connection with the Tollway’s health plans.

Approved by: _____



Chair

RESOLUTION NO. 20534

Background

Article VII, Section 710, of the "Amended and Restated Trust Indenture (March 31, 1999)" ("Trust Indenture") of The Illinois State Toll Highway Authority ("Tollway") requires that the Board of Directors of the Tollway adopt an Annual Budget for each Fiscal Year. Section 713 of the Trust Indenture requires, among other things, that tolls for the use of the Tollway System be at rates not less than that set forth in an established schedule of tolls meeting the requirements of said Section 713 and that the Tollway shall cause the Traffic Engineers to make a written estimate of the revenues from tolls for the last four months of the current fiscal year and for the ensuing fiscal year, and that the Tollway complete a review of its financial condition.

Section 10(c) of the Toll Highway Act provides in part that the Tollway, in fixing the rate for tolls for the privilege of using the toll highways, is authorized and directed, in fixing such rates, to base the same upon estimates to be made, recorded and filed with the Tollway that include the estimated total amount of the use of the toll highways and the estimated amount of the revenue to be derived therefrom, so that said revenue, when added to all other receipts and income, will be sufficient to pay the expense of maintaining and operating said toll highways, including the administrative expenses of the Tollway, and to discharge all obligations of the Tollway as they become due and payable.

Section 19 of the Toll Highway Act requires, in part, that the Tollway fix and revise, from time to time, tolls or charges or rates for the privilege of using the toll highways at rates calculated to provide the lowest reasonable toll rates that will provide funds sufficient with other revenues of the Tollway to pay (a) the cost of the construction of a toll highway authorized by joint resolution of the General Assembly pursuant to Section 14.1 of the Toll Highway Act and the reconstruction, major repairs or improvements of toll highways, (b) the cost of maintaining, repairing, regulating and operating the toll highways including only the necessary expenses of the Tollway, and (c) the principal of all bonds, interest thereon and all sinking fund requirements and other requirements provided by resolutions authorizing the issuance of the bonds as they shall become due.

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continued Background

The Chief of Finance has completed a review of the financial condition of the Tollway taking into consideration the requirements of the Tollway’s Trust Indenture and the Toll Highway Act, including estimates of the Traffic Engineer filed with the Tollway, and has heretofore provided information and recommendations to the Board of Directors regarding the tolls to be charged for the use of the Tollway System taking into consideration the Operating Expense Budget, the Renewal and Replacement Deposit, the Improvement Requirement, and the debt service obligations of the Tollway.

Resolution

1. The amount budgeted for Operating Expenses of The Illinois State Toll Highway Authority for the fiscal year 2015 is \$310,579,004 in the estimated classifications and divisions as set forth below:

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|---|--------------|
| Business Systems | \$58,701,666 |
| Diversity and Strategic Development | \$ 2,575,668 |
| Engineering Management, Planning and Infrastructure Maintenance | \$78,001,216 |
| Executive Management, Policy Administration and Community Relations | \$ 7,793,599 |
| Financial Services, Investments and Insurance Management | \$48,327,952 |
| Internal Audit | \$ 854,101 |
| Information and Communication Technology | \$16,377,085 |
| Inspector General | \$ 888,137 |

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continued Resolution

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| Legal Services | \$ 1,930,984 |
| Operational Services, Toll Collection and Cash Handling | \$ 57,990,254 |
| Procurement | \$ 4,551,513 |
| State Police and Public Safety | \$ 32,586,829 |
| Total Operating Expense Budget | \$310,579,004 |

2. The amount budgeted for the Required Renewal and Replacement Deposit for the fiscal year 2015, as recommended by the Consulting Engineer, is \$240,000,000.

3. The current toll rate schedules heretofore established for the use of the toll highways are determined to be proper in accordance with the Tollway's Trust Indenture and are determined to be at the lowest reasonable rate in accordance with the Toll Highway Act.

Approved by: _____



Chair

RESOLUTION NO. 20535

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Cisco Network Equipment, Firewalls, Hardware, Software, and Licensing through the Central Management Services (“CMS”) master contract with AT&T DataComm, Inc. (Tollway Contract No. 14-0193) for an upper limit of compensation not to exceed \$820,601.06. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Cisco Network Equipment, Firewalls, Hardware, Software, and Licensing from AT&T DataComm, Inc. (Tollway Contract No. 14-0193) is approved in an amount not to exceed \$820,601.06. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, subject to the approval of the General Counsel. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20536

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Citrix NetScaler Equipment, Maintenance, Support, Training, and Services. Pursuant to the Tollway's Invitation for Bid No. 14-0165, the Tollway has determined that CDW Government LLC (CDW-G) is the lowest responsible bidder for Citrix NetScaler Equipment, Maintenance, Support, Training, and Services for an upper limit of compensation not to exceed \$1,391,166.00.

Resolution

The bid from CDW Government LLC (CDW-G) for the purchase of Citrix NetScaler Equipment, Maintenance, Support, Training, and Services is accepted. Contract No. 14-0165 is approved in an amount not to exceed \$1,391,166.00. The Chair or the Executive Director is authorized to execute the necessary documents in connection therewith, subject to the approval of the General Counsel. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20537

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Fire Alarm Inspections and Repairs (Contract No. 12-0101) from Mechanical Systems, Inc. (d.b.a. Contech MSI Co.). It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$57,934.00 for the purchase of additional Fire Alarm Inspections and Repairs.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 12-0101 for the purchase of additional Fire Alarm Inspections and Repairs from Mechanical Systems, Inc. (d.b.a. Contech MSI Co.) is approved in an amount not to exceed \$57,934.00 (increase from \$115,868.00 to \$173,802.00). As may be necessary, the Chair or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20538

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-14-4643 for Bearing and Joint Fabrication on Illinois 390 from Milepost 6.7 (Metra Railroad) to Milepost 7.6 (Irving Park Road). The lowest responsible bidder on Contract No. I-14-4643 is Lorig Construction Company in the amount of \$619,476.00.

Resolution

Contract No. I-14-4643 is awarded to Lorig Construction Company in the amount of \$619,476.00, 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. 20539

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-14-4206 for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 60.8 (Higgins Road) to Milepost 65.5 (Roselle Road). The lowest responsible bidder on Contract No. I-14-4206 is Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) in the amount of \$77,887,661.65.

Resolution

Contract No. I-14-4206 is awarded to Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) in the amount of \$77,887,661.65, 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. 20540

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-14-4207 for Outside Roadway Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 65.5 (Roselle Road) to Milepost 68.1 (I-290/IL 53). The lowest responsible bidder on Contract No. I-14-4207 is Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) in the amount of \$71,104,729.18.

Resolution

Contract No. I-14-4207 is awarded to Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) in the amount of \$71,104,729.18, 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. 20541

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-14-4208 for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (I-290/IL 53) to Milepost 70.7 (Arlington Heights Road). The lowest responsible bidder on Contract No. I-14-4208 is Walsh Construction Company of Illinois / K-Five Construction Corporation (JV) in the amount of \$74,047,592.22.

Resolution

Contract No. I-14-4208 is awarded to Walsh Construction Company of Illinois / K-Five Construction Corporation (JV) in the amount of \$74,047,592.22, 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. 20542

Background


The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-14-4209 for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (Oakton Street). The lowest responsible bidder on Contract No. I-14-4209 is Walsh Construction Company of Illinois / K-Five Construction Corporation (JV) in the amount of \$62,267,407.78.

Resolution

Contract No. I-14-4209 is awarded to Walsh Construction Company of Illinois / K-Five Construction Corporation (JV) in the amount of \$62,267,407.78, 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. 20543

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services for Maintenance Facilities M-6 (Marengo) and M-7 (Rockford) Site Plans on the Jane Addams Memorial Tollway (I-90) at Maintenance Facility M-6 (Marengo) at Milepost 41.9 (US 20 Ramps) and Maintenance Facility M-7 (Rockford) at Milepost 15.4 (Business US 20). Structure Designs, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$630,880.33. 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 Structure Designs, Inc., to obtain Design Services, Contract No. RR-13-4145, with an upper limit of compensation not to exceed \$630,880.33, 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. 20544

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Roadway, Retaining Wall and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (IL 53) to Milepost 70.7 (Arlington Heights Road). Alfred Benesch & Company has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$9,005,385.23. 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 Alfred Benesch & Company, to obtain Construction Management Services, Contract No. I-14-4188, with an upper limit of compensation not to exceed \$9,005,385.23, 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. 20545

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Roadway, Retaining Wall and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 53.8 (Elgin Toll Plaza) to Milepost 55.7 (Fox River). STV Incorporated has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,454,623.10. 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 STV Incorporated, to obtain Construction Management Services, Contract No. I-14-4189, with an upper limit of compensation not to exceed \$5,454,623.10, 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. 20546

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Roadway, Retaining Wall and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 60.8 (West of Higgins Road) to Milepost 65.5 (Roselle Road). BCP Tollway Partners (JV) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$9,499,522.57. 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 BCP Tollway Partners (JV), to obtain Construction Management Services, Contract No. I-14-4190, with an upper limit of compensation not to exceed \$9,499,522.57, 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. 20547

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Roadway, Retaining Wall and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 56.8 (IL 25) to Milepost 60.8 (West of Higgins Road). Knight E/A, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$10,106,663.97. 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 Construction Management Services, Contract No. I-14-4191, with an upper limit of compensation not to exceed \$10,106,663.97, 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. 20548

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Roadway Resurfacing on the Reagan Memorial Tollway (I-88) from Milepost 44.2 (US 30) to Milepost 55.1 (US 52). Michael Baker Jr., Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$4,651,075.50. 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 Michael Baker Jr., Inc., to obtain Construction Management Services, Contract No. RR-13-5660, with an upper limit of compensation not to exceed \$4,651,075.50, 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. 20549

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Roadway Resurfacing on the Reagan Memorial Tollway (I-88) from Milepost 55.1 (US 52) to Milepost 67.3 (Midway Road). HR Green, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$4,702,948.63. 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 HR Green, Inc., to obtain Construction Management Services, Contract No. RR-13-5661, with an upper limit of compensation not to exceed \$4,702,948.63, 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. 20550

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Roadway Resurfacing on the Reagan Memorial Tollway (I-88) from Milepost 67.3 (Midway Road) to Milepost 76.8 (IL 251). DB Sterlin Consultants, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$4,400,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with DB Sterlin Consultants, Inc., to obtain Construction Management Services, Contract No. RR-13-5662, with an upper limit of compensation not to exceed \$4,400,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20551

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Infrastructure Management System Services, Systemwide. Great Arc Technologies, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for 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 Great Arc Technologies, Inc., to obtain Infrastructure Management System Services, Contract No. RR-14-9170, with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20552

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20004 approved on June 27, 2013, entered into Contract No. I-13-4126 with William Charles Construction Company, LLC for Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 33.5 (Anthony Road) to Milepost 41.5 (US Route 20). This Extra Work Order is to provide for winter protection, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order, for construction identified above, in the amount of \$254,700.00, increasing the upper limit of compensation from \$52,697,122.92 to \$52,951,822.92 on Contract No. I-13-4126, is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20553

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20104 approved on September 26, 2013, entered into Contract No. I-13-5675 with IHC Construction Companies, LLC for Noise and Retaining Wall Construction and Drainage Improvements on the Jane Addams Memorial Tollway (I-90) from Milepost 68.1 (I-290/IL Route 53) to Milepost 70.7 (Arlington Heights Road). This Extra Work Order is to provide for off-site storage and multiple handling of fabricated precast T-Wall sections, and the work identified by the contractor is necessary and in the best interest of the Tollway.

Resolution

The Extra Work Order, for construction identified above, in the amount of \$288,250.00, increasing the upper limit of compensation from \$22,183,636.09 to \$22,471,886.09 on Contract No. I-13-5675, is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20554

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19942 approved on March 28, 2013, entered into Contract RR-12-4090 with R.W. Dunteman Company for Ramp Reconstruction on the Tri-State Tollway (I-294) at I-55 from Milepost 22.5 to Milepost 24.9. 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 \$150,000.00 on Contract No. RR-12-4090 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20555

Background

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

Resolution

Release of retainage in excess of \$1,300,514.12 on Contract No. I-13-4124 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20556

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20142 approved on November 21, 2013, entered into Contract I-13-4149 with Meade, Inc. for Power Distribution Duct Bank and Crossroad Utility Conduit Installation on the Jane Addams Memorial Tollway (I-90) from Milepost 17.6 (Mill Road) to Milepost 53.2 (Sleepy Hollow 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 \$26,405.88 on Contract No. I-13-4149 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20557

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19853 approved on January 10, 2013, entered into Contract No. I-12-4076 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Widening and Reconstruction on the Eastbound Jane Addams Memorial Tollway (I-90) from Milepost 45.5 (IL Route 47) to Milepost 49.7 (Union Pacific Railroad). 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-12-4076 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20558

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19852 approved on January 10, 2013, entered into Contract No. 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 completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-12-4077 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20559

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20177 approved on December 19, 2013, entered into Contract No. I-13-4162 with Herlihy Mid-Continent Company for Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 40.8 (Harmony Road) and at Milepost 44.4 (Hennig Road). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-13-4162 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20560

Background

Resolution 19584 amended by Resolution 19882 and amended by Resolution 20227 established a budget for \$160,000,000.00 for land acquisition to include appraisals, legal, title work, offers, negotiations, purchases, or acquire by eminent domain for the Elgin O'Hare Western Access. Land Acquisition continues in its efforts to acquire all real estate interests, including fee titles, permanent easement, temporary easements and access control, of the parcels identified in Resolutions 19986, 20018, 20048, 20086, 20130, 20157, 20191, 20273, 20317, 20340, 20368, 20395, 20445 and 20493 as amended from time to time.

The aforementioned Resolutions establish authority for the Land Acquisition Manager, Tollway employees, vendors and agents to acquire all needed real estate interests including but not limited to making offers, negotiating, purchasing, and settling in an amount not to exceed \$160,000,000.00.

These acquisitions are necessary and convenient to secure all needed real estate and the interests in real estate.

Resolution

In connection with Tollway Identified Parcels EO-1B-12-068, EO-1B-12-070, EO-1B-12-101, EO-1B-12-135 and WA-3D-12-047 located in DuPage County and Cook County, Illinois, The Land Acquisition Manager, Chief Engineer, Executive Director or Chief of Staff are authorized to enter into and sign the real estate contract and any other related or necessary documents for the acquisition of these Parcels consistent per the discussion and presentation to the Board in the executive session and as supported by the Administrative Documentation. The Chief of Finance is authorized to issue warrants for all acquisition costs including, but not limited to, agreed upon purchase price, amounts due to first lien lender or loan servicer to clear title, acquisition fees, costs, closing costs, title fees, title escrow closing including but not limited to depositing all funds necessary to close through escrow; appraisers, negotiators,

RESOLUTION NO. 20560

Resolutions – continued

surveyors, title insurers, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring Parcels EO-1B-12-068, EO-1B-12-070, EO-1B-12-101, EO-1B-12-135 and WA-3D-12-047, and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels EO-1B-12-068, EO-1B-12-070, EO-1B-12-101, EO-1B-12-135 and WA-3D-12-047, if necessary.

If Parcels EO-1B-12-068, EO-1B-12-070, EO-1B-12-101, EO-1B-12-135 and WA-3D-12-047 as previously identified in above noted Resolution are not able to be closed and the contract consummated then the Tollway, is authorized and directed to retain the services of Special Assistant Attorneys General to acquire this Parcel by instituting and proceeding to acquire by eminent domain in the name of the Tollway.



Approved by: _____
Chair

RESOLUTION NO. 20561

Background

The Illinois State Toll Highway Authority has received a request for the issuance of Permit EW 14-29 to LaFarge North America for the expansion of haul road tunnels for their underground mine under Reagan Memorial Tollway (I-88) between Milepost 117.8 (Aurora Plaza 61) and Milepost 117.4 (IL 25). Fee is \$94,400.00.

Resolution

The Chief Engineer or the Executive Director is authorized to issue Permit EW 14-29 to LaFarge North America subject to the approval of the General Counsel.

Approved by: 

Chair

RESOLUTION NO. 20562

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the University of Illinois (“University”) to continue its relationship with the Wetlands Geology Section of the Illinois State Geological Survey (ISGS) which is based out of the University to scientifically collect and interpret hydrogeological and geochemical data to assess the effectiveness of the Tollway’s environmental projects in satisfying permit conditions and other purposes. The estimated cost for a five-year term is \$4,116,420.

Resolution

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

Approved by: 
Chair

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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 20__, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN, a body politic and corporate of the State of Illinois, hereinafter called the "UNIVERSITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

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

WHEREAS, the ILLINOIS TOLLWAY desires to continue its relationship with the Wetlands Geology Section of the Illinois State Geological Survey (ISGS) which is based out of the UNIVERSITY to properly collect and interpret hydrogeological and geochemical data to assess the effectiveness of the ILLINOIS TOLLWAY's environmental projects in satisfying permit conditions and other purposes, hereinafter referred to as the "PROJECT"; and

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

WHEREAS, the UNIVERSITY has submitted a scope of work and budget for the for the first five (5) years to collect and analyze hydrogeological and geochemical data for the ILLINOIS TOLLWAY, hereinafter referred to as the "PROPOSAL", which is attached hereto as "EXHIBIT A"; and

WHEREAS, the ILLINOIS TOLLWAY and the UNIVERSITY by this instrument, which shall be known for ILLINOIS TOLLWAY recording purposes as 002014-39, desire to determine and establish their respective responsibilities toward data collection, monitoring, analyzing and funding of the PROJECT as proposed; and

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

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

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

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

ARTICLE I – Sponsorship/Scope

- A. The ILLINOIS TOLLWAY agrees to sponsor the UNIVERSITY in the collection and interpretation of hydrogeological and geochemical data to assess the effectiveness of the ILLINOIS TOLLWAY’s environmental projects in satisfying permit conditions and other purposes.
- B. The scope of work consists of the components as set forth in the proposal entitled “TREATMENT EFFECTIVENESS AND ENVIRONMENTAL IMPACTS OF RUNOFF FROM TOLLWAYS: 2015 – 2019” submitted by James J. Miller and Keith W. Carr (EXHIBIT A).
- C. The UNIVERSITY is to furnish the personnel, materials, services, facilities and equipment for conducting the collection and interpretation of hydrogeological and geochemical data to assess the effectiveness of the ILLINOIS TOLLWAY’s environmental projects in satisfying permit conditions and other purposes for the ILLINOIS TOLLWAY.

ARTICLE II – Tasks

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

ARTICLE III – Expected Outcomes and Benefits

- A. Monitoring of bioswales along I-294 between Touhy Avenue and Lake-Cook Road

- Completion of monitoring through August 2015 and submission of a final report covering all data and conclusions will be completed December 2015.
- B. Monitoring of Water Quality along Illinois Route 53
- Develop baseline conditions as part of preliminary planning for northward expansion of a toll highway in that area.
- C. Monitoring of Quality of Surface Water in and near the Elgin O'Hare Expressway Eastward Extension and O'Hare Airport Western Access (EOWA)
- Monitoring sites along Salt Creek, Higgins Creek, Poplar Creek, and Willow Creek to establish pre-construction data that can be compared with post-construction data.
- D. I-90 Bridge over the Fox River (Trout Park)
- Continued monitoring of surface water and groundwater at Trout Park for a minimum of one (1) year after construction is completed.
 - A final report will be submitted by December 2019.
- E. Migration of Chloride off the Toll Highway into Adjacent Areas
- Install monitoring wells in several locations east of the Fox River along I-90 and in the vicinity of Belvidere along I-90.
 - Monthly sampling for chloride and other constituents will be performed for a minimum of twelve (12) months. Data loggers will be utilized to measure specific conductivity in all wells for a minimum of twenty four (24) months. A final report will be generated at the end of monitoring.
- F. Other System-Wide Priorities
- Additional tasks may be identified during the contract period. As needs are identified the ILLINOIS TOLLWAY will contact the ISGS to assess the remaining resources to satisfy such tasks.

ARTICLE IV – Deliverables

- A. The deliverables will be transmitted by the UNIVERSITY to the ILLINOIS TOLLWAY and include written reports documenting the findings for each task as outlined in the Appendix of the PROPOSAL.

ARTICLE V – Financial terms

- A. The ILLINOIS TOLLWAY as sponsor will compensate the UNIVERSITY as outlined in this AGREEMENT and included in the UNIVERSITY’S PROPOSAL (EXHIBIT A).
- B. The funding for the collection and analysis of hydrogeological and geochemical data for the ILLINOIS TOLLWAY shall be provided directly by the ILLINOIS TOLLWAY to the UNIVERSITY.
- C. The UNIVERSITY will be paid based upon its invoice(s) which shall include a detailed description of the services performed, administration costs of performance, and all other charges as contemplated by this AGREEMENT in substantial conformance with the Budget included in the PROPOSAL.
- D. The UNIVERSITY shall certify in writing, upon presentment of each invoice hereunder, that work as invoiced has been actually performed and that the UNIVERSITY is in fact complying with all other provisions of this AGREEMENT. Invoicing shall be sufficiently itemized to permit the ILLINOIS TOLLWAY or its consultant(s) or cooperating governmental unit(s) to verify performance of the work so invoiced.
- E. It is mutually agreed that the estimated budget shall not exceed \$4,116,420 for the term of this AGREEMENT from January 1, 2015 through December 31, 2019.
- F. To the extent that travel will be required for specific tasks of this AGREEMENT, such travel will be reimbursed according to travel regulations of the UNIVERSITY. Out of state travel when appropriate, must receive prior approval by both the Associate Vice Chancellor for Research, Director of Office of Sponsored Programs and Research Administration of the UNIVERSITY and the Chief Engineer of the ILLINOIS TOLLWAY.

ARTICLE VI – Work Product and Documents

- A. The UNIVERSITY shall retain title to equipment and all other items purchased with the funds provided by the ILLINOIS TOLLWAY under this AGREEMENT.
- B. Each PARTY, including its agents and subcontractors to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the other PARTY in the course of carrying out its responsibilities under this AGREEMENT. (Confidential Data). Any form of data resulting from the finished research and development of an innovative structural and material design for CRCP that is generated from any input data of or from the ILLINOIS TOLLWAY shall be considered Confidential Data. For any remaining data, preferably prior to disclosure or transmission of Confidential Data to the receiving PARTY, the disclosing PARTY shall designate the data or information as being confidential. Disclosure of Confidential Data, which shall include, but not be limited to written, oral or visual disclosures, shall not be disclosed except as required by law, without the advanced written approval of the other PARTY. The receiving PARTY must

return any and all data collected, maintained, used or resulting from the ILLINOIS TOLLWAY's Confidential Data in the course of the performance of the AGREEMENT at the conclusion of this AGREEMENT, or earlier if requested by the other PARTY. In the alternative, the receiving PARTY may provide written certification of the destruction of the Confidential Data to the other PARTY. The foregoing obligations shall not apply to Confidential Data or information lawfully in the receiving PARTY's possession prior to its acquisition from the disclosing PARTY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing PARTY; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving PARTY; or is independently developed by the receiving PARTY without the use or benefit of the disclosing PARTY's confidential information. The confidentiality requirements in this Section will not prohibit the UNIVERSITY for publishing as outlined in ARTICLE VI-E.

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

ARTICLE VII – Term and Termination

- A. The tasks shall be performed beginning January 1, 2015 and shall be completed no later than December 31, 2019.
- B. Nothing in this AGREEMENT shall be construed to require the PARTIES to contract for services and studies or to preclude the PARTIES from entering into a subsequent Agreement or Agreements as to some or all of the components of Exhibit A, or for other

or different studies, consultations or services in relation to the same subject matter of the biological survey and monitoring efforts.

- C. In the event of any termination prior to completion of the biological survey and monitoring, the amount due to the UNIVERSITY from the ILLINOIS TOLLWAY shall not exceed \$4,116,420 the total cost set forth above in ARTICLE V-E. The ILLINOIS TOLLWAY will pay for all costs incurred through the date of termination including all non-cancelable obligations. The UNIVERSITY will furnish to the ILLINOIS TOLLWAY a final report summarizing the work performed and results thereof, through the date of termination.

ARTICLE VIII – General Provisions

- A. The UNIVERSITY shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY in any project where the ILLINOIS TOLLWAY funds are used in the hydrogeological and geochemical monitoring associated with ILLINOIS TOLLWAY construction activities. Such acknowledgement shall be made in any project reports or presentations.
- B. Neither PARTY will state or imply in any publication, advertisement, or other medium that any product or service bearing the name of the other PARTY, and manufactured, sold or distributed by that PARTY were approved or endorsed by the other PARTY.
- C. Each PARTY shall be responsible for injuries to persons and damages to tangible property to the extent caused by its actions, inactions, errors and omissions, including those of its officers, employees and agents, acting in the scope of their employment or agency in performing this AGREEMENT.
- D. The UNIVERSITY agrees that in the performance of this AGREEMENT for the hydrogeological and geochemical survey and monitoring efforts, the UNIVERSITY including its officers, employees and agents will comply with all applicable state, federal and local statutes, ordinances and regulations.
- E. Each PARTY represents that no person or agency has been employed to solicit, secure or facilitate this AGREEMENT for a commission, percentage, brokerage or contingent fee.
- F. This AGREEMENT may not be assigned or transferred by either PARTY without the prior written consent of the other PARTY.
- G. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

- H. Wherever in this AGREEMENT approval or review by either the UNIVERSITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- I. In the event of a dispute between UNIVERSITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Associate Vice Chancellor for Research, Director of Office of Sponsored Programs and Research Administration of the UNIVERSITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT in reference to the biological monitoring associated with ILLINOIS TOLLWAY construction activities, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- J. 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.
- K. Under penalties of perjury, the UNIVERSITY certifies that its correct Federal Tax Identification number is 37-6000511 and it is doing business as a governmental entity, whose mailing address is University of Illinois, c/o Office of Sponsored Programs and Research Administration, 1901 South First Street, Suite A, Research Park, Champaign, Illinois 61820.
- L. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- 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 or the UNIVERSITY 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 UNIVERSITY 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 Du Page 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

DRAFT

Attn: Chief Engineer

To the UNIVERSITY:

University of Illinois, c/o Office of
Sponsored Programs and Research
Administration,
1901 South First Street, Suite A,
Champaign, Illinois 61820

Attn: Julie McCabe

- Q. The UNIVERSITY certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- R. The UNIVERSITY agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The UNIVERSITY further agrees to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- S. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Walter K. Knorr, Comptroller

Date: _____

DRAFT

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

DRAFT

**UNIVERSITY OF ILLINOIS
AT URBANA - CHAMPAIGN**

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



RECEIVED

SEP 19 REC'D

ENGINEERING
PLANNING

September 16, 2014

Illinois State Toll Highway Authority
Attn: Bryan Wagner
2700 Ogden Avenue
Downers Grove, IL 60515

U of I REF. NO. 2015-01230
TITLE: Treatment Effectiveness and Environmental Impacts of Runoff from Tollways: 2015-2019
AMOUNT : \$ 4,116,420.00
PERIOD: 1/1/15-12/31/19
PRINCIPAL INVESTIGATOR(s): James Miner
DEPARTMENT: ISGS
TYPE OF REQUEST: New Request

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

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

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

Julie McCabe

Sincerely,

A handwritten signature in black ink that reads "David W. Richardson".

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

DWR: JM

Enclosure

cc: Linda Adams

ATTACHMENT TO PROPOSAL TRANSMITTAL LETTER

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

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

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

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

 Walter K. Knorr, Comptroller

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

| <u>Proposals</u> | | <u>Contracts/Grants</u> | |
|------------------|----------------|-------------------------|----------------|
| Kristie Warner | (217) 244-7637 | Stephanie Russell | (217) 265-7682 |
| Lea Hill | (217) 333-2187 | Cassie Paul | (217) 244-4765 |

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

| | | | |
|--------------|---|--------------|----------------|
| | Kathy Dams, Assistant Director (217) 244-8212 | | |
| Geoff Dehler | (217) 265-7687 | Julie McCabe | (217) 244-9029 |
| Tim Tuft | (217) 265-7708 | Scott Corum | (217) 265-7794 |

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

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

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

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

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

DRAFT

Proposal Entitled

**TREATMENT EFFECTIVENESS AND ENVIRONMENTAL IMPACTS OF
RUNOFF FROM TOLLWAYS: 2015-2019**

For Submittal to

Bryan Wagner, Senior Environmental Planner
Illinois State Toll Highway Authority
2700 Ogden Ave
Downers Grove, IL 60515

By

James J. Miner and Keith W. Carr
Wetlands Geology Section, Illinois State Geological Survey
Prairie Research Institute, University of Illinois

Please Make Grant to: The Board of Trustees of the University of Illinois
c/o Office of Sponsored Programs & Research Administration
1901 S. First Street, Suite A
Champaign, IL 61820-7406
Ph: (217) 333-2187 Fax: (217) 239-6830

Amount Requested: \$4,116,420

Project Period: January 1, 2015 through December 31, 2019



James J. Miner, Co-Principal Investigator
Illinois State Geological Survey
Prairie Research Institute
University of Illinois



R. C. Berg, Interim Director
Illinois State Geological Survey
Prairie Research Institute
University of Illinois



Keith W. Carr, Co-Principal Investigator
Illinois State Geological Survey
Prairie Research Institute
University of Illinois



Peter Schiffer, Chair
Research Board
University of Illinois



David W. Richardson, AVCR/Director
Office of Sponsored Programs and Research Administration
University of Illinois

DRAFT

**TREATMENT EFFECTIVENESS AND ENVIRONMENTAL IMPACTS OF
RUNOFF FROM TOLLWAYS: 2015-2019**

Proposal by:

James J. Miner
and
Keith W. Carr

Wetlands Geology Section
Illinois State Geological Survey
Prairie Research Institute
University of Illinois, Urbana-Champaign

Submitted to:

Bryan Wagner
Senior Environmental Planner
Illinois State Toll Highway Authority
2700 Ogden Ave
Downers Grove, IL 60515

August 2014

TREATMENT EFFECTIVENESS AND ENVIRONMENTAL IMPACTS OF RUNOFF FROM TOLLWAYS: 2015-2019

**James J. Miner and Keith W. Carr, Illinois State Geological Survey, Prairie
Research Institute, University of Illinois at Urbana-Champaign**

Introduction

The proper collection and interpretation of hydrogeologic and geochemical data are important for assessing the effectiveness of Illinois State Toll Highway Authority (Tollway) environmental projects in satisfying permit conditions and other purposes. The Tollway regularly encounters environmental conditions and challenges that require scientific analysis and independent monitoring during all phases, from planning through post-construction. This proposal addresses the collection and analysis of hydrogeologic and geochemical data by the Illinois State Geological Survey (ISGS) for the Tollway. The opportunity for ISGS to study these environmental conditions and to assess the effectiveness of proposed solutions helps ISGS increase scientific understanding of hydrogeologic and geochemical issues and assess effective methods of dealing with those issues in an environmentally sound manner.

Purpose and Scope

This five-year proposal addresses the ongoing need for scientific data collection and analysis at specific, currently identified Tollway projects as well as for systemwide priorities that are anticipated or may arise during the contract period, and is also a continuation and expansion of monitoring from previous projects. The scope reflects the current understanding of the needs of the Tollway and the ability of ISGS to provide services given the level of funding available, but also it is intended that the scope be flexible to accommodate changing priorities and allow contract resources to be reallocated to any system-wide priority that may emerge during the contract period.

Proposed tasks and products for the contract period are listed below. During each contract year, new priorities may emerge and tasks may need to be adjusted similar to previous projects. A new scope of work and budget will be prepared for each new significant proposed task. Should a task be proposed that is beyond the ability of ISGS to perform given the current expertise or remaining funding, alterations to the scope or funding sources may be required.

Proposed Tasks

The following tasks are proposed for the 5-year contract:

1. Monitoring of Bioswales along I-294 between Touhy Avenue and Lake-Cook Rd.

Monitoring of conditions in the bioswales began in 2007 prior to construction, and was required by agreement after construction. ISGS was to continue this monitoring into 2015 and provide a final report by December 2015 as part of the previous contract. However, efforts and funding on the previous contract were diverted to other activities as per contract provisions, notably chloride monitoring of the Elgin-O'Hare Western Access and Trout Park as part of the reconstruction of the I-90 bridge over the Fox River, as well as expansion of efforts at the I-294 bioswales beyond

contracted levels. Therefore, completion of monitoring through August 2015 and submission of a final report covering all data and conclusions will be completed under the new proposal after all funds in the previous contract are expended, currently anticipated to be February 2015. The activities and deliverables remain identical to those in the previous contract.

A new task of extended, long-term monitoring under the new contract will begin in August 2015 and continue through 2019 or until ended by the Tollway, although monitoring will be reduced in scope from current activities. For monitoring after August 2015, specific conductivity and water depth will be monitored at the input and output locations of one wet and one dry bioswale (TB7B and TB15B), and TDS loads at those locations will be calculated using rating curves if previously generated, otherwise concentrations alone will be utilized for comparisons. Continued monitoring of selected wells at both sites will be performed to document trends in groundwater TDS. TSS logging and load calculation will be performed at the input and output from bioswale TB7B. No water samples will be collected or analyzed.

2. Monitoring of Water Quality along Illinois 53.

Monitoring of water-quality parameters at selected locations was requested to develop baseline conditions as part of preliminary planning for the northward expansion of a tollway in that area. Monitoring of specific conductivity and turbidity are proposed at 12 locations along or near the proposed alignment. Hydrolab dataloggers or similar are proposed for data collection, with TDS and TSS to be measured; other parameters such as discharge may be measured if hardened cross sections can be utilized.

3. Monitoring of Quality of Surface Water in and near the Elgin-O'Hare Expressway Eastward Extension and O'Hare Airport Western Access Project (EOWA).

Under the current contract, surface-water quality is being measured at 7 locations along Salt Creek and several tributaries, including Spring Brook, Addison Creek, and Willow Creek. Specific conductivity (TDS) is being measured at present, and chloride loads are being calculated at locations where discharge is being measured by USGS or other resource agencies. This monitoring is proposed to be continued through 2019. The current work is being done in agreement with stakeholders and is anticipated to address other permit requirements.

Additional sites along Higgins Creek, Poplar Creek, and Willow Creek have been requested by the Tollway as part of this new contract. A maximum of 4 new sites will be installed with monitoring in streams both above and below tollways in those watersheds and/or Salt Creek, with calculation of discharge in locations where stage is currently monitored by others (e.g., USGS) or where discharge may be calculated if time allows a rating curve to be developed. Turbidity and specific conductivity will be monitored at those locations, and loads calculated if discharge is calculated. No water samples will be collected or analyzed for this task. Monitoring will continue through August 2019, and a final report will be submitted prior to December 31, 2019 unless requested by the Tollway prior to that time. Pre-construction data will be collected if the construction schedule permits so that post-construction comparisons can be made.

Also included in this task is to monitor performance of other BMPs installed along I-90 (east and west sections) and other locations in the Elgin-O'Hare corridor. Specific monitoring locations

and tasks are not yet defined due to the planning schedule, although a maximum of 4 BMPs consisting of a single input and output will be monitored in a manner similar to sites discussed above. No preconstruction data will be collected for these BMPs.

4. I-90 Bridge over the Fox River (Trout Park)

Monitoring of surface water and groundwater will be continued at Trout Park as part of the I-90 reconstruction. Current activities include measuring the level and chemistry of surface water and groundwater in and near Trout Park to document impacts caused by existing tollway facilities and operations. After reconstruction of I-90 and removal of adverse impacts, monitoring will be continued to document any changes from baseline conditions, with monthly sampling and servicing of dataloggers. Water-quality sampling being performed monthly under the current contract will be continued for a minimum of one year after construction is completed, and measurement of water-quality parameters with data loggers will continue through August 2019 or until no longer required by the Tollway. A final report will be submitted by December 2019 or as required by the Tollway.

5. Migration of Chloride off Tollway into Adjacent Areas

Movement of chloride off Tollway right-of-way is of concern, especially in areas underlain by coarse-grained deposits that allow rapid infiltration of precipitation and runoff, accompanied by rapid groundwater flow rates. One location will be chosen where monitoring wells can be installed upgradient and downgradient of a tollway in an area underlain by coarse-grained deposits in a location where few other chloride sources exist. Candidate locations include east of the Fox River along I-90 and in the vicinity of Belvidere along I-90. Chloride levels and their distribution near the tollway will be the focus of this effort. It is anticipated that 8 to 10 monitoring wells will be required at each site to identify groundwater flow directions. If possible, a second location with a different wind orientation, groundwater flow direction, or chloride loading rate also will be monitored to help identify the effects of aerial deposition and transport of chloride. Monthly sampling for chloride and other constituents will be performed for a minimum of 12 months. Dataloggers will be utilized to measure specific conductivity in all wells for a minimum of 24 months. A final report will be generated at the end of monitoring.

6. Other System-Wide Priorities

It is expected that additional tasks will be identified elsewhere in the tollway system during the contract period. As needs are identified, the contract officer for the Tollway will contact either of the co-principal investigators for ISGS, and the ability of ISGS to satisfy that task will be assessed given the remaining resources. ISGS may also propose tasks to the Tollway. The task will be added to the contract given concurrence by both parties regarding the scope. A scope of work that outlines the tasks, deliverables, budget, and timeline will be prepared for each task and agreed to via email or letter. Minor tasks not involving significant data collection or report writing, such as attending meetings or brief consulting on projects, will not have a separate scope prepared and will be agreed to informally by email or telephone. If no report is required, ISGS will respond to the request using an appropriate informal method (e.g., email, telephone, letter, etc.). Approximately 12 person-months (1 full-time equivalents [FTEs]) of personnel costs will be reserved for systemwide tasks if identified. No other contract resources will be initially reserved for this task. Although resources may be redirected to these priorities, they will be

limited by the amount of resources remaining unspent at the time of the request. If additional tasks are assigned, it may be necessary to reduce efforts associated with other tasks above, which will be documented via email. Any alterations to those scopes will be agreed to by both agencies beforehand, and each will approve of the estimated amount of resources allocated to each request.

Reporting/Deliverables

Deliverables will be transmitted to the Tollway for each task as outlined in the Appendix.

Schedule

A schedule for each task appears in the scope prepared for that task in the Appendix.

Budget

Staff efforts are estimated based on the tasks identified in this proposal and expected levels of funding. Contracts for ISGS services must fully support the costs of those contracted activities, including personnel, space and utility costs, facilities and administration costs, other general services, and equipment costs. Therefore, these costs are included as line items in the attached budget. Individual line items requiring further discussion are listed below.

Travel

Travel is required for this program. Costs of travel include lodging, per diem expenses, and vehicle maintenance and operation expenses, and similar items. Travel out-of-state and associated costs including airfare may be necessary for specialized equipment servicing and to attend training courses, workshops, and professional meetings that relate to scientific investigations and/or presentation of results. These may include managerial as well as technical and support training. Out-of-state travel will be subject to the specific approval by the Director of the Illinois State Geological Survey and other designees in effect at the time of travel. All travel will be approved and reimbursed according to travel regulations of the University of Illinois.

Materials and supplies

Materials and supplies costs include consumable project supplies, chemical supplies and standards for water quality and sediment testing, and expendable items for office and field work including drilling, soil probing, well installation, monitoring, and sampling.

Equipment

Equipment will need to be purchased as needed to replace, repair, or augment existing equipment, including but not limited to water sampling equipment, water-quality and water-level monitoring equipment, equipment downloading devices such as ruggedized laptop computers, and similar equipment. Office equipment may be needed as current equipment becomes obsolete or requires replacement, including computers, printers, server and storage media, and similar equipment, allocated appropriately for percent use on this contract. Purchase of one or more vehicles will be needed to support travel to field sites. Repair of equipment and vehicles is included in services.

Services

The services projected for this study include computer programming and software, staff training, off-site office and storage rental, subcontracted services such as sample analyses and data acquisition, and publication fees as required. Staff training may include management and administrative training as well as technical training. Publication costs, telecommunication support for off-site office and field vehicle, rental of office space and storage space for field equipment when not in use, electrical service for the storage space, and others are incorporated in this line item and will be allocated appropriately for percent use on this contract. Management consultant services may be contracted for as part of staff training. Rentals of equipment for the program will occur as the need arises. Special technical assistance may be required, which may include use of a drill rig, rental of equipment and operators as the need arises, and geochemical analysis of samples, which are expected to be performed by the Illinois State Water Survey laboratory but may include other vendors. Funding for undergraduate or graduate students and interns at various universities may be included in this line item to provide economical field assistance. Repair of equipment and vehicles is included.

Facilities and Administration Rates

Facilities and administration costs of 10% of total direct costs are added.

Other General Services

Other General Services costs are also included in Services for ISGS secretarial, clerical, and technical salaries not included in indirect costs.

Qualifications

The background of its research and service combined with its extensive facilities qualifies the ISGS to make the necessary unbiased investigations into wetlands and natural areas, including hydrogeologic and geochemical impacts of proposed construction projects. This proposal follows previous proposals whereby ISGS investigated hydrogeologic or geochemical issues or performed monitoring of BMP performance required by Tollway permits, including monitoring of bioswales along I-294. In addition, since 1993, the hydrogeology and/or geochemistry of more than 80 potential wetland mitigation sites have been screened or characterized at ISGS, and more than 25 wetland and natural area sites currently are being monitored and characterized in a hydrogeologic or geochemical manner for various contract sponsors. This experience has allowed the development of proper methods for screening, characterization, and monitoring of natural wetlands, mitigation sites, and similar sites. These methods have been summarized for use in other regulatory programs.

Data and Publications

According to the University of Illinois Standard Research Agreement:

RIGHTS IN DATA. All original data and records of this work shall be the property of the University.

PUBLICATION. The University shall have the right to publish or otherwise disclose the results of this work.

Proposed ISGS Budget for 2015-2019 (1/1/15 through 12/31/19)

| Line Item | Amount |
|--|-------------|
| Personnel (20 full-time equivalents [FTEs] total over 5 years) | \$1,329,855 |
| Benefits (39.14%) | \$520,505 |
| Services | \$1,050,840 |
| Travel | \$210,000 |
| Materials and supplies | \$155,000 |
| Equipment | \$476,000 |
| Total Direct Costs | \$3,742,200 |
| Indirect Costs (10%) | \$374,220 |
| TOTAL COST | \$4,116,420 |

Appendix. Details of Proposed Tasks

Task 1: Monitor Performance of Selected Bioswales along I-294 between Touhy Avenue and Lake-Cook Road

Reconstruction on I-294 near Des Plaines, Illinois, required the installation of bioswales as a BMP for improvement of runoff quality. The Tollway requested that ISGS quantify the performance of the bioswales through time after their construction in 2010. In a previous contract, ISGS developed methods for monitoring roadway runoff and adjacent groundwater quality, monitored the quality and quantity of runoff in the preexisting ditch system, and monitored runoff during the construction phase of the bioswales. The previous contract continues through December 2015. However, as per the terms of the contract, alternative tasks were added, utilizing funds intended to complete bioswale monitoring, therefore requiring the reduction of tasks that could be completed under the previous contract in accordance with contract specifications. Therefore, funds are requested in this proposal to complete those tasks not yet finished after all funds in the previous contract are expended (currently anticipated to be February 2015). Given that time frame, tasks to be completed in this proposal include completion of monitoring through August 2015 and reporting on results by December 2015. Also, the Tollway has also requested that limited bioswale monitoring continue after August 2015 through August 2019. The text below is reproduced from the existing contract proposal with some updates and additions for continued monitoring. Costs are those estimated for completion of the original tasks under the new proposal, plus continued limited monitoring through 2019.

The tasks discussed below, which are necessary to measure the effectiveness of the bioswales, cause a near-doubling of sampling locations and attendant data collection/analysis work load, causing and justifying a near doubling of costs from the previous contract. In order to properly assess the performance of the bioswales, it is important to monitor the quality and quantity of runoff as the vegetation matures through time, and during a significant portion of the operational life of the bioswales. This allows us to determine when maximum performance is reached, and whether performance reaches limitations or otherwise degrades through time. Sinks for contaminants need to be allowed time to develop, so impacts to soil and groundwater can be identified and assessed. Sampling is expected to follow the procedures in the current ISGS contract, and is likely to include grab sampling, automatic sampling using composite and interval sampling methods, and automatic measurement of multiple water-quality parameters using dataloggers. Datalogged parameters are more limited in nature, and will likely act as proxy indicators of levels of constituents in the runoff, but the automatic sampling will be necessary to identify runoff events that occur between manual samplings. In previous studies, levels of constituents of concern have been calibrated to these proxy indicators, and a model has been used to predict the actual levels of the constituents of concern. Groundwater samples will be collected from monitoring wells currently installed adjacent to selected bioswales, and from wells to be installed within the bioswales after construction, to see if contaminants migrate into the groundwater system. Samples of soil from within and adjacent to the bioswales will be collected regularly for extraction of

contaminants to see if contaminants accumulate through time, suggesting a sink for roadway sediments and adsorbed metals.

In addition, the effectiveness of selected bioswales will be investigated through comparison of inputs versus outputs, and by measuring hydraulic parameters such as the Hydraulic Loading Rate (HLR) and the Hydraulic Residence Time (HRT), which have been shown to predict bioswale performance. Vegetation parameters may also be measured by others to help determine characteristics such as total vegetation cover, which also affect bioswale performance.

Products for this task include annual reports with methods and findings, and a final report that will include methods, all data, findings, and recommendations. Additional tasks other than those specifically listed below may include attendance and/or presentations at requested meetings, field or electronic conferences, and other similar consultations.

All equipment previously purchased for the existing contract will be used for the proposed contract, but additional equipment will be needed to replace failing equipment and/or fully outfit monitoring. Approximately four bioswales will be monitored to determine the efficiency of removal of contaminants, and this sampling will include both inlet and outlet locations at each bioswale (if applicable) for a total of up to 8 locations monitored. Bioswales will be chosen with regard to geologic setting and feasibility of monitoring. Additional sampling devices and equipment such as outlet structures will be needed to fully outfit each site, but the specifics are not yet known because each site is not yet constructed, and therefore the sampling equipment needed can only be estimated.

Planned tasks by year:

Year 1 (2011): ISGS will finalize the selection of bioswales to monitor, purchase and install monitoring devices, and begin regular sampling at a sufficient interval to be representative of inputs and outputs. Initial soil samples will be collected and extractable metals measured. Groundwater wells will be installed and sampled. Vegetation type and cover will be identified and quantified by others, and included in ISGS analysis and reporting if available. Annual summaries of water quantity and quality will be prepared, with interpretations regarding bioswale effectiveness made by comparing inputs and outputs. Hydraulic parameters such as hydraulic loading rate and hydraulic retention times will be calculated and reported annually.

Years 2-4 (2012-2014): ISGS will continue sampling groundwater and surface-water inputs and outputs, sample and measure parameters, and report results as listed above.

Year 5 (2015): Monitoring will continue through August 15, 2015. A final report will be prepared and transmitted by December 31, 2015. The report will contain methods, and annual and period-of-record observations regarding bioswale effectiveness. Input and output water quantity and quality will be compared. Initial and final extractable soil metals will be compared to identify sinks for contaminants. Changes in groundwater quality will be identified. Hydraulic parameters will be calculated and interpreted in

regard to bioswale effectiveness. Bioswale effectiveness will be characterized, and recommendations made regarding future bioswale design and maintenance of the current system.”

Costs for tasks listed above after February 2015 will be added to this proposal. The following tasks will be added to those remaining from the previous contract listed above:

Years 6-10 (2016 through August 15, 2019): The Tollway has requested that limited monitoring continue through 2019 at selected I-294 bioswales. Continued monitoring will consist of logger-based measurements of TDS and turbidity at inputs to and outputs from one bioswale (TB7B). Two other sites will be monitored for TDS at input and output locations. Monitoring wells will be monitored for water level and TDS at TB15B. No water or soil samples will be collected or analyzed.

Year 10: A final report with data and conclusions will be submitted by December 31, 2019.

Major task items:

- a) equipment (\$50,000)
- b) direct personnel: 5.5 FTE

Task 2: Monitoring of Water Quality Along IL 53

As part of environmental studies and planning, the establishment of baseline water-quality conditions in creeks and wetlands along the proposed northward extension of I-355 between Lake-Cook Rd. and IL 120 is required. Monitoring of TDS and turbidity is proposed at 12 locations along major creeks and wetland complexes along the proposed corridor. It is anticipated that Hydrolab DSX-5 datasondes will be needed to monitor turbidity and specific conductivity, although other types of loggers may also be used instead or in concert. Monitoring is anticipated to occur for a minimum of two years prior to August 2019. Also, monthly water-quality samples will be collected at all locations for a minimum of two years, and analyzed for constituents similar to previous sampling regimes (metals, nutrients, anions, general chemistry parameters, organic carbon); samples may be flow integrated. A final report on results will be prepared after water-quality sampling and monitoring are completed or by December 31, 2019.

Major task items:

- a) equipment: \$100,000
- b) sample analysis costs: \$100,000
- c) direct personnel: 2.5 FTE

Task 3: Monitoring of Water-Quality in Surface Water in and near the Elgin-O'Hare Expressway Extension and O'Hare Airport Western Access Project (EOWA).

Existing monitoring at 7 sites along the EOWA will be continued, and up to 8 additional sites along Higgins Creek, Poplar Creek, and Willow Creek will be added to better define chloride and TDS contributions from Tollway locations. An additional 4 individual BMPs will be monitored

at input and output locations to measure performance for TDS and TSS. No water samples will be collected for analysis. Monitoring will continue through August 15, 2019, and a final report will be submitted by December 31, 2019.

Major task items:

- a) equipment: \$256,000
- b) direct personnel: 6 FTE

Task 4: I-90 Bridge over the Fox River (Trout Park)

Existing monitoring of groundwater and surface-water chemistry and levels will continue through August 15, 2019. Dataloggers will be used to monitor levels and specific conductivity, and samples will be collected monthly from all locations for analysis of water-quality. A final report will be submitted by December 31, 2019.

Major task items:

- a) equipment: \$30,000
- b) sample analysis: \$160,000
- c) direct personnel: 2.5 FTE

Task 5: Migration of Chloride off Tollway into Adjacent Areas

Monitoring of chloride in groundwater in one or more transects will be established at accessible locations in the Belvidere area or east of the Fox River along I-90. Up to 16 monitoring wells will be installed with specific conductivity dataloggers, and monthly samples will be collected for laboratory analysis. Monitoring will continue for two years at minimum. A final report will be submitted by December 31, 2019 or earlier if required.

Major task items:

- a) equipment: \$40,000
- b) sample analysis: \$105,000
- c) direct personnel: 2.5 FTE

Task 6: Other System-wide Priorities

As requested by the Tollway, resources are reserved for other system-wide priorities that may occur during the contract period. Continued work on projects from the previous contract (e.g., Waterfall Glen), Hines emerald dragonfly issues, monitoring of wetland mitigation sites, other water-quality issues, and similar projects are likely. Approximately 1 FTE is being reserved for these topics. Other costs, such as sample analysis, travel, and equipment, are not included due to the inability to estimate needs for projects that have not been defined. If these are required, then contract resources will be reallocated in consultation with the Tollway. If not utilized, reserved personnel time will be allocated to the other tasks in this proposal.

Major task items:

- a) direct personnel: 1 FTE

RESOLUTION NO. 20563

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with Dundee Township (“Township”) in connection with the improvements to the Jane Addams Tollway (I-90) Bridge over Sleepy Hollow Road which are part of Tollway construction contracts I-13-4077 (Eastbound) and I-13-4115 (Westbound). The work includes removing the existing I-90 Bridge over Sleepy Hollow Road and replacing it with dual single span steel girder bridges and, because of the removal and replacement of the bridge, the underpass lighting which is attached to the bridge and was installed by the Township will also be removed by the Tollway. The Township requests and the Tollway agrees that the Tollway relocate the existing lighting controller to a new aluminum light pole, new conduit and wiring, and six pendent luminaires and requisite hardware to provide replacement lighting in kind under the bridge. The Township agrees to maintain the underpass lighting on the bridge.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement with Dundee Township 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

DRAFT

November 17, 2014

Mr. Larry Braasch
Highway Commissioner
Dundee Township Highway Department
1900 Sleepy Hollow Road
East Dundee, Illinois 60118

Re: Intergovernmental Agreement
I-90 @ Sleepy Hollow Road
Contract I-13-4077 (Eastbound) and Contract I-13-4115 (Westbound)

Dear Mr. Braasch:

This Intergovernmental Agreement (hereinafter referred to as the “AGREEMENT”), executed in duplicate, has been prepared to outline the general understanding between the Dundee Township Highway Department, a body politic and corporate of the State of Illinois (hereinafter referred to as the “TOWNSHIP”) and the Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois, (hereinafter referred to as “TOLLWAY”) with regard to the above referenced project.

WHEREAS;

- The TOLLWAY is reconstructing and widening the existing Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate 39.
- The TOLLWAY as part of this reconstructing and widening is desirous of improving the I-90 Bridge over Sleepy Hollow Road by removing the existing dual structure three (3) span bridge and replacing it with dual single span steel girder bridges supported on integral abutments behind wrap around mechanically stabilized earth walls, hereinafter referred to as the “PROJECT”).
- As part of the PROJECT the underpass lighting which is attached to the bridge will also be removed.
- The TOLLWAY will include in its PROJECT the relocation of the existing lighting controller to a new aluminum light pole, new conduit and wiring, and six pendent luminaires and requisite hardware to provide replacement lighting in kind under the bridge.
- The TOLLWAY and the TOWNSHIP desire to determine and establish their respective responsibilities toward funding and maintenance of the underpass lighting.

Now, therefore, based upon the above recitals, the TOLLWAY and the TOWNSHIP agree to the following with regard to the above mentioned recitals.

The TOLLWAY will:

- At its sole expense, perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the improvement, at no cost to the TOWNSHIP.
- Advertise and receive bids, provide construction engineering inspections for and cause the improvement to be constructed in accordance with the plans and specifications.
- Pay all improvement related engineering, right of way, construction engineering and construction costs.
- Maintain the I-90 and the I-90 bridge structure in its entirety, except for the underpass lighting.

The TOWNSHIP will:

- Accept and assume ownership of the underpass lighting, and furnish the electrical energy thereof.
- Grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

GENERAL PROVISIONS

- It is understood and agreed that this is an AGREEMENT between the Dundee Township Highway Department and the Illinois State Toll Highway Authority.
- 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.
- In the event of a dispute between the TOWNSHIP and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY and the Highway Commissioner of the TOWNSHIP shall meet and resolve the issue.
- 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.
- This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- The failure by the TOLLWAY or the TOWNSHIP 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 TOWNSHIP unless such provision is waived in writing.

- 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 Kane County, Illinois.
- 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 TOWNSHIP: The Dundee Township Highway Department
1900 Sleepy Hollow Road
East Dundee, Illinois 60118
Attn: Highway Commissioner

- The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved assigns.

(This space intentionally left blank)

DRAFT

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

DUNDEE TOWNSHIP HIGHWAY DEPARTMENT

By: _____
Larry Braasch, Highway Commissioner

Attest: _____

Date: _____

(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. 20564

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding a worker’s compensation claim with Shawn Holmer 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 Shawn Holmer’s worker’s compensation claim is approved as per discussion in Executive Session at the December 10, 2014 Finance, Administration and Operations Committee. The General Counsel is authorized to finalize the settlement agreement consistent with the terms approved. 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. 20565

Background

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

Resolution

The settlement of Brandon Clatch’s worker’s compensation claim is approved as per discussion in Executive Session at the December 10, 2014 Finance, Administration and Operations Committee. The General Counsel is authorized to finalize the settlement agreement consistent with the terms approved. 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