

RESOLUTION NO. 20985

Background

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of the Illinois State Toll Highway Authority (the “Tollway”), requires the Tollway to provide liability insurance coverage for the protection of Tollway property and personnel, as well as for claims of injury and property damage to others. The current coverage expires May 31, 2016 and it is advisable to continue such coverage.

In 2014 Central Management Services (CMS) of Illinois entered into a master contract with Mesirow Insurance Services, Inc. to provide Insurance Broker Services. Pursuant to this master contract, the Tollway engaged the services with the Insurance Broker to obtain proposals for Liability Insurance Protection.

The Consulting Engineers have certified that the Authority’s liability insurance proposal has been reviewed and is in accordance with the requirements of the Indenture, Section 715.

It is now in the best interest of the Tollway to accept the offers of the seven insurance companies, placed through Mesirow Insurance Services, Inc, in order to maintain the required insurance protection for Tollway operations. The proposal includes a primary layer of insurance from The Insurance Company of the State of Pennsylvania with coverage of \$20 million per occurrence with \$40 million of annual aggregate protection for the commercial general liability coverage portion of the policy.

Resolution

The Insurance Company of the State of Pennsylvania is approved to provide General Liability and Automobile Liability coverage, including coverage under the Terrorism Risk Insurance Act, for the period June 1, 2016 to May 31, 2017, with a primary layer limit of \$20,000,000 per occurrence, \$40,000,000 annual aggregate for non-auto Liability, (subject to a retention of \$500,000 per occurrence), and \$20,000,000 per occurrence for Automobile Liability (subject to a retention of \$250,000 per occurrence).

RESOLUTION NO. 20985

continued - Resolution

It is acknowledged that Mesirow Insurance Services, Inc. has secured offers from the carriers to provide layers of excess liability coverage for the period of June 1, 2016 to May 31, 2017 for a combined limit of \$130,000,000 per occurrence and in the aggregate in excess of the primary layer coverage.

All stated policies, related coverages and the broker service fee will be secured for total premiums and fees not to exceed \$994,401.00, including any applicable surplus lines tax; and such liability coverage is approved with all coverage obtained and paid through the Insurance Broker, Mesirow Insurance Services, Inc.

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

Approved: _____


Chairman

RESOLUTION NO. 20986

Background

The Illinois State Toll Highway Authority ("Tollway") requires continued service in the area of manual license plate image review as a component of its Violation Processing System. Image review services are critical to the collection of violation revenue because lane photographic technology does not always capture images capable of automatic processing. Bridgeway, Inc. is a participant in the State Use Program. Under the State Use Program, employment opportunities are created for people working in not-for-profit agencies throughout the State of Illinois, and participating businesses can be awarded contracts in their areas of expertise.

Resolution

Contract No. 16-0018 is awarded to Bridgeway, Inc. for a three (3) year contract term. The contract is approved with an upper limit of \$20,000,000 for a contract commencing May 1, 2016 through April 30, 2019; the Chairman or the Executive Director is authorized to execute necessary documents in connection therewith, subject to the approval of the General Counsel; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20987

Background

The Illinois State Toll Highway Authority ("Tollway") requires Jacobs Engineering Group Inc. ("Jacobs") to continue for the next twelve months with its in-process work associated with the Tollway's new electronic tolling system. Specifically, Jacobs must complete work related to credit card and toll transaction processing, including data security aspects of each. Jacobs' important work also relates to testing lane technology and the Tollway's electronic interfaces with other tolling agencies. This contract has been approved by the State of Illinois as a sole source.

Resolution

Contract No. 16-0024, an approved sole source contract, is awarded to Jacobs Engineering Group Inc. for a twelve-month term, with an upper limit of \$900,000. The Chairman or the Executive Director is authorized to execute necessary documents in connection therewith, subject to the approval of the General Counsel; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20988

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to award Contract No. 16-0013 to Law Enforcement Systems, LLC ("LES") for the provision of out-of-state registration retrieval services, which makes possible revenue recovery from drivers registered outside the State of Illinois. LES provides vehicle registration information via a complex, custom interface with the existing electronic tolling system scheduled for replacement later this year, and it is not practicable to transfer vendors during the final phase of system development.

Resolution

Contract No. 16-0013, an approved sole source contract, is awarded to Law Enforcement Systems, LLC, for a twelve-month term, with an upper limit of \$750,000. The Chairman or the Executive Director is authorized to execute necessary documents in connection therewith, subject to the approval of the General Counsel; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20989

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring a Tower Aviation Lighting Upgrade through the Central Management Services ("CMS") master contract with L&M Solutions, Inc. (Tollway Contract No. 15-0166) for an upper limit of compensation not to exceed \$399,495.00. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of a Tower Aviation Lighting Upgrade from L&M Solutions, Inc. (Tollway Contract No. 15-0166) is approved in an amount not to exceed \$399,495.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20990

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Asphalt-Repair Equipment. Pursuant to the Tollway's Invitation for Bids No. 13-0052R, the Tollway has determined that Keizer Morris International, Inc. (d.b.a. KM International, Inc.) is the lowest responsible bidder for Asphalt-Repair Equipment for an upper limit of compensation not to exceed \$154,580.00.

Resolution

The bid from Keizer Morris International, Inc. (d.b.a. KM International, Inc.) for the purchase of Asphalt-Repair Equipment is accepted. Contract No. 13-0052R is approved in an amount not to exceed \$154,580.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20991

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Computer-Aided Dispatch ("CAD") System Software and Hardware Maintenance from Infor Public Sector, Inc. as a Sole Source Contract originally awarded in 2009 (No. 09-0015). The Tollway was authorized to procure the CAD System Software and Hardware Maintenance pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which required statutory advance public notice of at least two weeks. No interested parties requested a hearing to contest a contract award to Infor Public Sector, Inc. and, with no objections having been noted, it was approved by the State's Chief Procurement Officer for General Services. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the current renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$129,000.00 for the purchase of additional CAD System Software and Hardware Maintenance.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 09-0015 for the purchase of additional CAD System Software and Hardware Maintenance from Infor Public Sector, Inc. is approved in an amount not to exceed \$129,000.00 (increase from \$1,258,494.71 to \$1,387,494.71). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20992

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-16-4261 for Roadway and Bridge Repairs on the Jane Addams Memorial Tollway (I-90) from Milepost 19.75 (West of US Route 20) to Milepost 52.5 (East of Randall Road). The lowest responsible bidder on Contract No. I-16-4261 is Lorig Construction Company in the amount of \$1,843,769.80.

Resolution

Contract No. I-16-4261 is awarded to Lorig Construction Company in the amount of \$1,843,769.80, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____

Chairman

RESOLUTION NO. 20993

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-15-4662 for Advance Earthwork and South Frontage Road Construction on the Elgin O'Hare Western Access (IL 390) from Milepost 16.2 (Supreme Drive) to Milepost 16.9 (York Road). The lowest responsible bidder on Contract No. I-15-4662 is Plote Construction, Inc. in the amount of \$23,058,290.51.

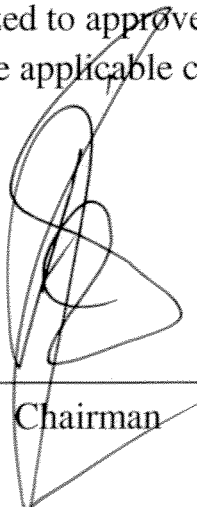
Resolution

Contract No. I-15-4662 is awarded to Plote Construction, Inc. in the amount of \$23,058,290.51, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____


Chairman

RESOLUTION NO. 20994

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-15-4248 for Bridge Reconstruction and Interchange Improvements on the Reagan Memorial Tollway (I-88) Farnsworth Avenue over I-88, Milepost 114.35 (Orchard Road) to Milepost 122.1 (N. Eola Road). The lowest responsible bidder on Contract No. I-15-4248 is Lorig Construction Company in the amount of \$14,600,527.78.

Resolution

Contract No. I-15-4248 is awarded to Lorig Construction Company in the amount of \$14,600,527.78, 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 Chairman or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel, and the Chief of Finance is authorized to issue warrants in payment thereof.

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

Approved by: _____

Chairman

RESOLUTION NO. 20995

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-15-4230R for Maintenance Garage Fuel Dispensing Systems, Anti-Freeze Tanks, and Liquid Chloride Storage Tanks, Systemwide. The lowest responsible bidder on Contract No. RR-15-4230R is Aldridge Electric, Inc. in the amount of \$2,603,185.80.

Resolution

Contract No. RR-15-4230R is awarded to Aldridge Electric, Inc in the amount of \$2,603,185.80, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____

Chairman

RESOLUTION NO. 20996

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20074, approved August 29, 2013, entered into an Agreement with BCP Tollway Partners (JV) on Contract I-13-4100 for Construction Management Services for Retaining Wall, Noise Wall and Bridge Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 70.7 (Arlington Heights Road) to Milepost 73.3 (East of Oakton Street).

Per Tollway request, BCP Tollway Partners (JV) has submitted a proposal to provide Supplemental Construction Management Services for Contract I-13-4100, increasing the contract upper limit by \$170,000.00 from \$3,797,531.65 to \$3,967,531.65. It is necessary and in the best interest of the Tollway to accept the proposal from BCP Tollway Partners (JV).

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with BCP Tollway Partners (JV) consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20997

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 19814, approved November 15, 2012, entered into an Agreement with Patrick Engineering, Inc. / Civiltech Engineering, Inc. / Singh & Associates, Inc. (JV) on Contract I-12-4041 for Design Services for Reconstruction and Widening on the Elgin O'Hare Western Access (EOWA), U.S. Route 20 to Illinois Route 83.

Per Tollway request, Patrick Engineering, Inc. / Civiltech Engineering, Inc. / Singh & Associates, Inc. (JV) has submitted a proposal to provide Supplemental Design Services for Contract I-12-4041, increasing the contract upper limit by \$900,000.00 from \$9,251,314.92 to \$10,151,314.92. It is necessary and in the best interest of the Tollway to accept the proposal from Patrick Engineering, Inc. / Civiltech Engineering, Inc. / Singh & Associates, Inc. (JV).

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Patrick Engineering, Inc. / Civiltech Engineering, Inc. / Singh & Associates, Inc. (JV) consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20998

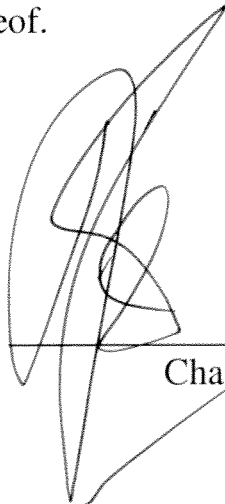
Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20542, approved on December 18, 2014, entered into an Agreement for Contract No. I-14-4209 with Walsh Construction Company II, LLC / K-Five Construction Corporation (JV) 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). These Change Order / Extra Work Orders, in an aggregate amount of \$2,576,026.39, provide for furnishing, placing and compacting additional quantities of aggregate subgrade in the amount of \$376,026.39, and for schedule recovery to complete mainline pavement by June 2016 in the amount of \$2,200,000.00.

Resolution

The Change Order / Extra Work in the amount of \$2,576,026.39 and the associated increase in the upper limit of compensation on Contract No. I-14-4209 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by:


Chairman

RESOLUTION NO. 20999

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20541 approved on December 18, 2014 entered into an Agreement for Contract No. I-14-4208 with Walsh Construction Company II, LLC / K-Five Construction Corporation (JV) 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). These Change Order / Extra Work Orders in an aggregate amount of \$2,555,725.70, provide for temporary concrete barrier wall to remain in place at a cost of \$350,000.00, and additional quantities for soil retention system in the amount of \$668,474.01, soil stabilization in the amount of \$598,880.11, and aggregate subgrade in the amount of \$938,371.60.

Resolution

The Change Order / Extra Work in the amount of \$2,555,725.72 and the associated increase in the upper limit of compensation on Contract No. I-14-4208 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

Chairman

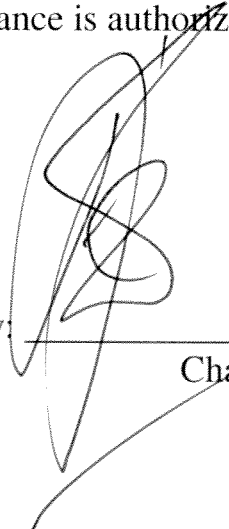
RESOLUTION NO. 21000

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20600, approved on February 26, 2015, entered into an Agreement for Contract No. I-14-4648 with Benchmark Construction Co., Inc. for Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) Water Main Relocation on the Jane Addams Memorial Tollway (I-90) from Milepost 73.5 (Elmhurst Road) to Milepost 74.3 (Higgins Creek). This extra work order provides for a temporary earth retention system (sheet pile wall) along 232 feet of trench required to install the proposed 90-inch diameter NSMJAWA watermain in the amount of \$650,000.00.

Resolution

The Extra Work in the amount of \$650,000.00 and the associated increase in the upper limit of compensation on Contract No. I-14-4648 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: 

Chairman

3/23/16

6.4/10

RESOLUTION NO. 21001
AMENDING RESOLUTION NO. 19583

Background

Illinois State Toll Highway Authority (“Tollway”) Resolution 19583 authorized expenditures of \$42,000,000.00 for the initial phase of the utility and fiber optic relocations for the Elgin O’Hare Western Access project (Project No. I-11-4005), referred to in Resolution 19583 as the “Elgin O’Hare Western Bypass”. This funding was based upon initial estimates of the expenditures to reimburse utility companies with prior rights for the cost to protect, adjust or relocate their facilities to avoid conflict with the Tollway’s improvement projects. With the advancement and progression of work on the Elgin O’Hare Western Access, Tollway’s Engineering Department has determined that a release of additional previously budgeted funds is necessary to facilitate critical utility relocations that support the construction of the Western Terminal Interchange, South Leg and North Leg segments of the project. This Resolution, amending Resolution Number 19583, will increase authorized funds by \$83,000,000.00 (aggregate of \$125,000,000.00) to reimburse utility companies with prior rights for costs to protect, adjust or relocate facilities and appurtenances to avoid conflict with Tollway’s improvements.

Resolution

Tollway Resolution No. 19583 is hereby amended to authorize the Tollway’s Engineering Department, by and through its Permits and Utilities Manager, together with authorized employees, vendors and agents to spend sums up to an amount of \$125,000,000.00 (inclusive of all prior funding) for any and all fiber optic and utility relocations, including but not limited to costs for protection, adjustment and relocation of facilities and appurtenances in conflict with the Elgin O’Hare Western Access project improvements. Unless otherwise specified herein, the authorizations and conditions in Resolution No. 19583 remain unchanged.

Approved by: _____

Chairman

RESOLUTION NO. 21002
AMENDING RESOLUTION NO. 20976

Background

Resolutions 20894, 20227, 19882, and 19584, authorized acquisition of needed parcels and expenditures up to \$360,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 20976, as preceded by Resolutions 20941, 20863, 20836, 20772, 20712, 20652, 20586, 20493, 20445, 20395, 20368, 20340, 20317, 20273, 20191, 20157, 20130, 20086, 20048, 20018 and 19986 identified specific parcels that were required for Tollway purposes. Resolution 20976 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 20976, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$360,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators,

RESOLUTION NO. 21002
AMENDING RESOLUTION NO. 20976

Resolution – Continued

surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

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

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

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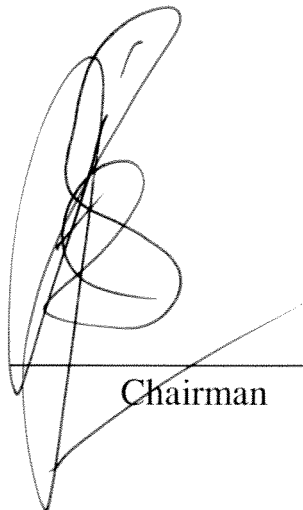
6.4/11

RESOLUTION NO. 21002
AMENDING RESOLUTION NO. 20976

Resolution – Continued

compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$360,000,000.00.

Approved by:



Chairman

3/23/16

6.4/11

RESOLUTION NO. 21002
AMENDING RESOLUTION NO. 20976

Resolution – Continued- Exhibit ‘A’

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

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

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

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

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

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

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Elmhurst Road
Elgin O'Hare Western Access

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

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Project I-11-4011
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Elgin O’Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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| Parcel | PIN NUMBER/OR DESCRIPTION | County |
|---------------|---|---------------|
| EO-1B-12-917 | THAT PART LIVELY BOULEVARD AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596 | DuPage |
| EO-1B-12-918 | THAT PART DILLON DRIVE AS DEDICATED AS PART OF O'HARE - THORNDALE CENTER FOR BUSINESS, BEING A RESUBDIVISION IN CHARLES BOESCHE'S DIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION THEREOF RECORDED NOVEMBER 15, 1984 AS DOCUMENT NUMBER R1984-092708 | DuPage |
| EO-1B-12-919 | THAT PART EDGEWOOD AVENUE AS DEDICATED AS PART OF THORNDALE BUSINESS PARK IN WOOD DALE, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1984 AS DOCUMENT NUMBER R1984-004337 | DuPage |
| TW-7-12-002 | 15-06-100-011, 15-06-100-033 | Cook |
| TW-7-12-025 | 03-36-400-004, 03-36-400-005 | DuPage |
| WA-1D-12-031 | 12-19-100-061 | Cook |
| WA-1D-12-086 | 12-20-300-081, 12-20-300-082 | Cook |
| WA-1D-12-104 | 12-19-400-120 | Cook |
| EO-1B-12-133 | 03-02-303-008, 03-02-303-010 | DuPage |
| WA-1D-12-060 | 12-19-100-122 | Cook |
| WA-1D-12-083 | 12-19-300-015 | Cook |
| WA-1D-12-084 | 12-19-300-018 | Cook |
| WA-1D-12-085 | 12-19-300-013 | Cook |
| WA-3D-12-047 | 08-36-200-003, 08-36-200-004, 08-36-200-005, 08-36-200-006 | Cook |
| EO-1B-12-053 | 03-02-301-019 | DuPage |
| EO-1B-12-056 | 03-02-301-017 | DuPage |

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Project I-11-4011
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| <u>Parcel</u> | <u>PIN NUMBER/OR DESCRIPTION</u> | <u>County</u> |
| EO-1B-12-121 | 03-03-400-019 | DuPage |
| EO-1B-12-123 | 03-03-400-028 | DuPage |
| EO-1B-12-033 | 03-03-302-035, 03-04-403-005, 03-04-403-006 | DuPage |
| EO-1B-12-058 | 03-02-301-007 | DuPage |
| EO-1B-12-126 | 03-02-300-019 | DuPage |
| WA-1D-12-011 | 12-19-400-151 | Cook |
| EO-1B-12-059 | 03-02-302-005 | DuPage |
| EO-1B-12-106 | 03-04-400-011 | DuPage |
| EO-1B-12-131 | 03-02-303-011, 03-02-303-012, 03-02-400-036, 03-02-400-037 | DuPage |
| EO-1B-12-184 | 03-02-302-006 | DuPage |
| EO-1B-12-185 | 03-02-304-010, 03-02-304-011 | DuPage |
| WA-1D-12-010 | 12-19-400-049 | Cook |
| WA-3D-12-048 | 08-36-200-018, 08-36-200-011, 08-36-200-019, 08-36-200-017 | Cook |
| NW-7B-12-004 | 08-25-400-007 | Cook |
| EO-1B-12-107 | 03-04-400-007 | DuPage |
| EO-1B-12-932 | THAT PART OF LOT 9 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN | DuPage |
| EO-1B-12-933 | THAT PART OF LOT 8 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN | DuPage |
| WA-1D-12-006 | 12-19-400-119 | Cook |

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| Parcel | PIN NUMBER/OR DESCRIPTION | County |
| WA-1D-12-007 | 12-19-400-117, 12-19-400-167 | Cook |
| WA-1D-12-012 | 12-19-400-084, 12-19-400-104 | Cook |
| WA-1D-12-014 | 12-19-400-056 | Cook |
| WA-1D-12-015 | 12-19-400-150 | Cook |
| WA-1D-12-016 | 12-19-400-152 | Cook |
| WA-1D-12-080 | 12-19-400-079 | Cook |
| WA-1D-12-107 | 12-19-400-168 | Cook |
| WA-1D-12-108 | 12-19-400-102 | Cook |
| EO-1B-12-029 | 03-04-406-023 | DuPage |
| EO-1B-12-129 | 03-02-304-012, 03-02-300-022 | DuPage |
| EO-1B-12-930 | THAT PART OF SUPREME DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1977-102030 ON NOVEMBER 7, 1977 | DuPage |
| NW-7A-12-101 | 08-36-102-001 | Cook |
| WA-1D-12-048 | 03-13-406-001, 03-13-403-002, 03-13-509-003 | DuPage |
| EO-1B-12-031 | 03-04-406-029, 03-04-406-030 | DuPage |
| EO-1B-12-189 | 03-04-406-028 | DuPage |
| EO-1B-12-928 | THAT PART OF THOMAS DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 8, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1987-006314 ON JANUARY 14, 1987 IN DUPAGE COUNTY, ILLINOIS | DuPage |
| WA-1D-12-004 | 12-19-400-078 | Cook |

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| <u>Parcel</u> | <u>PIN NUMBER/OR DESCRIPTION</u> | <u>County</u> |
| WA-1D-12-009 | 12-19-400-019, 12-19-400-063 | Cook |
| WA-1D-12-046 | 03-13-509-003 | DuPage |
| WA-1D-12-066 | 12-19-200-002, 12-18-501-001, 12-18-400-015-6001, 12-18-400-019, 12-18-201-015, 12-20-100-028 | Cook |
| WA-2D-12-191 | 03-12-509-001 | DuPage |
| WA-2D-12-195 | 03-01-509-002 | DuPage |
| EO-1B-12-051 | 03-03-403-013 | DuPage |
| TW-7-12-003 | 12-31-301-019 | Cook |
| TW-7-12-026 | 03-36-206-040 | DuPage |
| WA-1D-12-044 | 03-13-504-012 | DuPage |
| WA-1D-12-068 | 12-18-400-014, 12-18-500-006 | Cook |
| EO-1B-12-130 | 03-02-303-013 | DuPage |
| NW-7A-12-088 | 08-36-100-004 | Cook |
| NW-7A-12-089 | 08-36-100-005, 08-36-100-009 | Cook |
| NW-7A-12-090 | 08-36-100-006 | Cook |
| NW-7A-12-091 | 08-36-100-011 | Cook |
| NW-7A-12-092 | 08-36-100-012 | Cook |
| NW-7A-12-093 | 08-36-100-013 | Cook |
| NW-7A-12-094 | 08-36-100-016 | Cook |
| NW-7A-12-095 | 08-36-100-019 | Cook |
| NW-7A-12-096 | 08-36-101-008 | Cook |
| NW-7A-12-097 | 08-36-101-029, 08-36-101-030 | Cook |
| NW-7A-12-100 | 08-36-101-023, 08-36-101-024, 08-36-101-028 | Cook |
| NW-7A-12-102 | 08-36-102-002, 08-36-102-028, 08-36-102-029 08-36-102-030, 08-36-102-036, 08-36-102-037 | Cook |

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| <u>Parcel</u> | <u>PIN NUMBER/OR DESCRIPTION</u> | <u>County</u> |
| NW-7A-12-103 | 08-36-102-027 | Cook |
| NW-7A-12-105 | 08-36-102-022, 08-36-102-033, 08-36-102-034 08-36-102-035, 08-36-102-042 | Cook |
| NW-7A-12-110 | 08-36-100-008 | Cook |
| NW-7A-12-112 | 08-36-100-019 | Cook |
| TW-7-12-004 | 12-31-301-028 | Cook |
| TW-7-12-040 | A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294 | Cook |
| TW-7-12-902 | A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294 | Cook |
| TW-7-12-903 | A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294 | DuPage |
| WA-3D-12-064 | 08-25-301-006 | Cook |
| WA-3D-12-065 | 08-25-301-007, 08-25-301-007, 08-25-301-008 08-25-301-009, 08-25-301-010, 08-25-301-011 | Cook |
| NW-7A-12-017 | 08-26-411-002 | Cook |
| NW-7A-12-073 | 08-25-301-005 | Cook |
| NW-7A-12-076 | 08-26-409-007, 08-26-409-008 08-26-409-009, 08-26-409-017 | Cook |
| NW-7A-12-081 | 08-26-410-002, 08-35-201-003 | Cook |
| NW-7A-12-082 | 08-26-411-003, 08-26-411-005 | Cook |
| NW-7A-12-084 | 08-26-411-018 | Cook |
| NW-7A-12-085 | 08-35-201-009 | Cook |
| NW-7A-12-086 | 08-35-203-016, 08-35-203-019 | Cook |
| NW-7A-12-099 | 08-36-101-027 | Cook |
| NW-7A-12-111 | 08-26-410-001 | Cook |

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| Parcel | PIN NUMBER/OR DESCRIPTION | County |
|---------------|----------------------------------|---------------|
| NW-7A-12-113 | 08-35-201-012, 08-26-410-006 | Cook |
| WA-3D-12-054 | 08-36-201-011 | Cook |
| WA-3D-12-079 | 09-30-300-051 | Cook |
| WA-3D-12-080 | 09-30-300-050, 09-03-300-060 | Cook |
| WA-3D-12-081 | 09-30-300-059 | Cook |
| WA-1D-12-062 | 12-19-100-035, 12-19-100-001 | Cook |

Elgin O’Hare Western Access ADDED IDENTIFIED PARCELS

| Parcel | PIN NUMBER/OR DESCRIPTION | County |
|---------------|---|----------------|
| TW-7-12-031 | 12-30-100-016-6001, 12-30-100-016-6002 | Cook |
| WA-1D-12-001 | 12-19-500-006, 12-19-500-008 | Cook |
| WA-1D-12-074 | 12-19-500-004, 12-18-500-006 | Cook |
| WA-1D-12-081 | 12-18-300-012, 12-18-300-056 12-18-300-064, 12-18-300-065 12-18-300-066, 12-18-300-060, 12-18-300-044 | Cook |
| WA-1D-12-092 | 03-13-510-001 | DuPage |
| WA-2D-12-184 | 03-12-505-004, 03-01-505-004, 03-12-510-001 | DuPage |
| WA-2D-12-216 | 03-12-100-002, 03-13-100-017, 03-13-100-021, 03-13-100-022 03-13-100-023, 03-13-100-024, 03-13-100-031 03-13-100-032 03-13-100-033, 03-13-100-037, 03-13-100-038, 03-13-100-040 03-13-100-041, 03-13-100-043, 03-13-100-042, 03-13-100-046 03-13-100-047, 03-13-100-039, 03-13-100-045, 03-13-100-048 03-12-510-001, 03-13-510-001, 03-13-100-009, 03-13-100-010 | DuPage |
| WA-2D-12-218 | 03-01-504-001 08-36-500-021 | DuPage Cook |
| WA-3D-12-002 | 08-36-300-007 | Cook |

RESOLUTION NO. 21003

Background

It is in the best interest of the Illinois State Toll Highway Authority ("Tollway") to enter into an Intergovernmental Agreement with the Illinois Department of Transportation, Elk Grove Village, the Village of Mount Prospect and the City of Des Plaines in connection with improvements to the Elgin O'Hare Expressway by constructing a new two-span bridge over I-90 east of Elmhurst Road, which lies within the jurisdiction of these parties. Elk Grove Village has requested that the Tollway include in the project the installation of black powder coated light poles with LED lighting fixtures and associated enhancements, plus accommodations for future signage, and the Tollway agrees to this request subject to an estimated reimbursement from Elk Grove Village of \$69,431.25. The agreement further establishes the parties' maintenance and ongoing responsibilities for project work in this area.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement with the Illinois Department of Transportation, Elk Grove Village, the Village of Mount Prospect and the City of Des Plaines in substantially the form attached to this Resolution, and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE CITY OF DES PLAINES,
THE VILLAGE OF ELK GROVE VILLAGE,
AND
THE VILLAGE OF MOUNT PROSPECT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", the CITY OF DES PLAINES, a municipal corporation of the State of Illinois, hereinafter called "DES PLAINES", the VILLAGE OF ELK GROVE VILLAGE, a municipal corporation of the State of Illinois, hereinafter called "ELK GROVE", and the VILLAGE OF MOUNT PROSPECT, a municipal corporation of the State of Illinois, hereinafter called "MOUNT PROSPECT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

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

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

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

WHEREAS, certain construction contracts occur within ELK GROVE, DES PLAINES, and MOUNT PROSPECT jurisdictional boundaries. This AGREEMENT includes the scope of improvements for ILLINOIS TOLLWAY Contract I-13-4616,

Elmhurst Road southbound bridge over I-90, Contract I-13-4617, Elmhurst Road/Oakton Street intersection, and Contract I-13-4618, Elmhurst Road and I-90 Interchange.

WHEREAS, the scope of work for ILLINOIS TOLLWAY Contract I-13-4616 includes construction of a new two-span bridge over I-90 (ILLINOIS TOLLWAY Bridge No. 534, DEPARTMENT Bridge No. 016-1506) just east of Elmhurst Road. The bridge will carry southbound Elmhurst Road traffic over I-90. This contract also includes drainage improvements, pavement markings, signing, roadway lighting and all other work necessary to complete the project; and

WHEREAS, the scope of work for ILLINOIS TOLLWAY Contract I-13-4617 includes the widening and reconstruction of the Elmhurst Road and Oakton Street intersection. The intersection will be reconstructed to accommodate dual left turn lanes on each leg of the intersection, traffic signal modernization and installation of emergency vehicle pre-emption. This contract also includes the drainage improvements, pavement markings, signing, roadway lighting, replacing sidewalks and all other work necessary to complete the project; and

WHEREAS, the scope of work for ILLINOIS TOLLWAY Contract I-13-4618 includes the construction of a double crossover diamond ("DCD") interchange at Elmhurst Road and I-90 and the reconstruction and widening of Elmhurst Road. The existing interchange at Elmhurst Road and I-90 will be reconstructed and will include the construction of four ramps and a new two-span bridge over I-90 (ILLINOIS TOLLWAY Bridge No. 533, DEPARTMENT Bridge No. 016-1507) that will carry northbound Elmhurst Road traffic over I-90. New traffic signals with emergency vehicle pre-emption will be installed at the north and south ramp intersections with Elmhurst Road and at the Landmeier Road and Elmhurst Road intersection. Elmhurst Road will be reconstructed and widened from north of the Higgins Road/Touhy Avenue intersection to south of Oakton Street, and a new bridge over Higgins Creek north of I-90 (DEPARTMENT No. 016-1508) will be constructed. The contract also includes drainage improvements, pavement markings, signing, roadway lighting, replacing sidewalks, replacing shared use path, retaining wall, relocating municipal utilities, and all other work necessary to complete the project; and

WHEREAS, for purposes of this AGREEMENT, the above contracts shall collectively be referred to as the "PROJECT"; and

WHEREAS, ELK GROVE requests that the ILLINOIS TOLLWAY include in its PROJECT the installation of black powder coated light poles with LED lighting fixtures and associated black powder coated lighting controller and, accommodations for future signage, hereinafter referred to as "ELK GROVE's IMPROVEMENTS"; and

WHEREAS, the ILLINOIS TOLLWAY agrees with ELK GROVE's request to add ELK GROVE's IMPROVEMENTS to the PROJECT; and

WHEREAS, ELK GROVE's IMPROVEMENTS are within the DEPARTMENT's right of way and the DEPARTMENT agrees to their inclusion in the PROJECT and shall allow access to the improvements, as requested and necessary for maintenance; and

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

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

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in 605 ILCS 5/4-101 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, including the design and construction of DES PLAINES water main relocation north of the Higgins Creek Bridge that crosses Elmhurst Road.
- B. ELK GROVE has performed preliminary and final design engineering for the relocation of their water main and sanitary sewer located on DEPARTMENT

right of way impacted by the PROJECT, for inclusion in the ILLINOIS TOLLWAY's final plans and specifications.

- C. The PARTIES shall review the plans and specifications which impact their maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the respective PARTY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the PARTIES shall mean the PARTIES agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the respective PARTY's maintained highways. In the event of disapproval, the respective PARTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. Notwithstanding, any disapproval by any of the PARTIES, the ILLINOIS TOLLWAY after considering the respective PARTY's objections shall proceed as the Chief Engineer of the ILLINOIS TOLLWAY deems appropriate.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including without limitation, assuring that all permits (including, without limitation from the U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (including, without limitation, County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. ELK GROVE and DES PLAINES respectively agree to obtain from the DEPARTMENT an approved permit for the water mains and sanitary sewer located on DEPARTMENT property, and to abide by all conditions set forth therein.
- G. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2014, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from any of the PARTIES for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in any PARTY's right of way.
- B. In the event the ILLINOIS TOLLWAY identifies any area of any right of way owned by any of the PARTIES that the ILLINOIS TOLLWAY, and/or its contractor(s), desires to enter, access and use for the purpose of completing the PROJECT, the ILLINOIS TOLLWAY shall submit to the PARTY an application for a permit and for right of access to the applicable right of way (on the PARTY'S permit form, and in accordance with the PARTY'S procedures and local laws and regulations) and a full plan set. The PARTY shall, after reasonable review of the application and plans and at no charge to the ILLINOIS TOLLWAY, issue the ILLINOIS TOLLWAY a permit granting the ILLINOIS TOLLWAY the requested right of access and temporary use of the applicable right of way. In addition, the PARTY shall waive the contractor's surety bonding requirement. The ILLINOIS TOLLWAY shall, upon completion of the PROJECT, restore the applicable right of way, and all other property owned by the PARTY in the vicinity of the right of way that is disturbed or damaged by the work related to the PROJECT, to a condition that is as good as – or – better than the condition it was in prior to construction of the PROJECT. Approval of any permit shall not be unreasonably withheld by the PARTY.
- C. ELK GROVE shall apply for a permit from the DEPARTMENT to add signage to the light poles installed as part of ELK GROVE's IMPROVEMENTS that are within DEPARTMENT right of way. Approval of said permits for the signage shall not be unreasonably withheld by the DEPARTMENT.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide all PARTIES the locations (existing and proposed), as soon as they are identified, of public and/or private utility facilities within the PARTIES existing rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify the necessary adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number and scope of utility adjustments in the design of improvements: 1) to ILLINOIS TOLLWAY facilities where they cross any other PARTY's highway rights of way; and 2) to any facilities owned by the PARTIES that are improved as part of the PROJECT.

- C. The PARTIES agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within their respective existing rights of way where improvements to any of the PARTIES respective highways are proposed by any of the PARTIES to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the other PARTIES jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the other PARTIES.
- E. At all locations where utilities are located on any PARTY's rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the respective PARTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY.
- F. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by any of the PARTIES, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where any of the PARTIES utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by any of the PARTIES or due to work proposed by the ILLINOIS TOLLWAY, the PARTY agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The PARTY agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- G. In the event that the work proposed by any of the PARTIES results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the respective PARTY shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- H. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) is currently in place within the PROJECT limits and must be adjusted due to work proposed by any of the PARTIES, the PARTY in question agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect any of the PARTIES shall be submitted to the respective PARTY for approval prior to commencing such work. The PARTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the PARTY questioning the proposed deviation shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from any of the PARTIES within fifteen (15) calendar days after delivery to the PARTIES of the proposed deviation, the proposed deviation shall be deemed approved by the PARTY. Notwithstanding any disapproval by any of the PARTIES, the ILLINOIS TOLLWAY may, after considering the PARTY's objections, proceed as the Chief Engineer of the ILLINOIS TOLLWAY deems appropriate.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect any of the PARTIES, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the PARTIES prior to commencement of work on the PROJECT.
- D. The ILLINOIS TOLLWAY shall require that all the PARTIES, and their agents, officers and employees are included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the PARTIES will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- E. The PARTIES and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the PARTY's system. All PARTIES shall assign personnel to perform inspections on behalf of the respective PARTY of all work included in the PROJECT that affects the PARTY's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- F. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to all PARTIES upon completion of 70% and 100% of the work under all PROJECT construction contracts for

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

- H. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2013, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Any of the PARTIES may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.
- C. It is mutually agreed by the PARTIES hereto that ELK GROVE is responsible for the cost differential associated with installing LED black powder coated lighting and a black powder coated lighting controller (ELK GROVE's IMPROVEMENTS) in lieu of standard galvanized steel roadway lighting and the

estimated cost to ELK GROVE for ELK GROVE's IMPROVEMENTS is \$60,375.00 for construction costs, \$3,018.75 (5% of construction costs) for preliminary and design engineering and \$6,037.50 (10% of construction costs) for construction engineering, for total estimated cost of \$69,431.25.

- D. ELK GROVE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, ELK GROVE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.

VI. MAINTENANCE - DEFINITIONS

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

4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- C. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- D. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- E. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- F. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the reasonable time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- G. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

- H. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- I. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.
 - 4. Type 4. An intersection where a grade separation structure has been constructed to carry the local road over a waterway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The maintenance responsibilities are as shown on "EXHIBIT A" and as detailed below.
- B. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90, in its entirety.
- C. The DEPARTMENT shall retain jurisdiction and maintenance responsibilities for Elmhurst Road and Oakton Street within the PROJECT limits. The ILLINOIS TOLLWAY and the DEPARTMENT's maintenance responsibilities for the Elmhurst Road bridges over I-90 are further detailed in the Intergovernmental Agreement executed on December 21, 1960 and reiterated in Section VII, Paragraph M below. As long as Elmhurst Road and Oakton Street are used as State highways, the DEPARTMENT further agrees to maintain, or cause to maintain the median, the through traffic lanes lying on either side of the median or centerline, the left turn and right turn lanes, the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes, the new traffic signals at the north and south ramp intersections with Elmhurst Road and at the Landmeier Road/Elmhurst Road intersection and the traffic signals at Oakton Street and Elmhurst Road, including the interchange lighting along Elmhurst Road, the retaining walls located on DEPARTMENT right of way along both the east and west sides of Elmhurst Road between the Elmhurst Road/I-90 interchange and Wille Road, the storm water quality improvement device installed at Higgins Creek, the two new PTZ cameras at the north and south

ramps, and any work the ILLINOIS TOLLWAY is including in the PROJECT for the DEPARTMENT, in its entirety.

- D. DES PLAINES agrees to maintain, or cause to be maintained, within the jurisdictional boundaries of DES PLAINES, those portions of the PROJECT which are not maintained by the DEPARTMENT, including the sidewalk along the east side of Elmhurst Road, north of Oakton Street and south of Higgins Creek to the interchange, the sidewalk along the west side of Elmhurst Road south of Higgins Creek to the interchange, and the sidewalk along the north side of Oakton Street east of Elmhurst Road, the shared use path on the median of the west bridge (northbound), including all DES PLAINES facilities, parkways, crosswalk and stop line markings including within the interchange area, if applicable, DES PLAINES owned utilities including appurtenances thereto, highway lighting, excluding interchange or ramp lighting, including furnishing the electrical energy thereof and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this PROJECT beyond the aforescribed responsibilities shall be that of the DEPARTMENT. DES PLAINES shall retain ownership and jurisdiction of their relocated water main located on DEPARTMENT right of way impacted by the PROJECT, or any work the ILLINOIS TOLLWAY is including in the PROJECT for DES PLAINES at their request, in its entirety. DES PLAINES also agrees to assume responsibility for the future reconstruction and maintenance of the sidewalk along the west side of Elmhurst Road south of Higgins Creek to the interchange, the east side of Elmhurst Road north of Oakton Street, and the sidewalk along the north side of Oakton Street east of Elmhurst Road, the shared use path on the median of the west bridge (northbound), and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, in its entirety.
- E. ELK GROVE agrees to maintain, or cause to be maintained, within the jurisdictional boundaries of ELK GROVE, those portions of the PROJECT which are not maintained by the DEPARTMENT, including the sidewalk on the west side of Elmhurst Road from the southern PROJECT limits to north of Landmeier Road (Private Drive), parkways, crosswalk and stop line markings on Landmeier Road, ELK GROVE owned utilities. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this PROJECT beyond the aforescribed responsibilities shall be that of the DEPARTMENT. ELK GROVE shall retain ownership and jurisdiction of their relocated water main and sanitary sewer located on DEPARTMENT right of way impacted by the PROJECT. ELK GROVE also agrees to assume responsibility for the future reconstruction and maintenance of the sidewalk on the west side of Elmhurst Road from the southern PROJECT limits to north of Landmeier Road (Private Drive), in its entirety. Lastly, ELK GROVE shall maintain the LED lighting with black powder coating and the associated lighting controller with black powder

coating along Elmhurst Road and within the DEPARTMENT's right of way, or any other work the ILLINOIS TOLLWAY is including in the PROJECT for ELK GROVE at their request, in its entirety.

- F. MOUNT PROSPECT agrees to maintain, or cause to be maintained, within the jurisdictional boundaries of MOUNT PROSPECT, those portions of the PROJECT which are not maintained by the DEPARTMENT, the sidewalk along Oakton Street west of Elmhurst Road and along the west side of Elmhurst Road north of Oakton Street including parkways, crosswalk and stop line markings within the interchange area, if applicable, MOUNT PROSPECT owned utilities including appurtenances thereto, highway lighting, excluding interchange or ramp lighting, including furnishing the electrical energy thereof, and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this PROJECT beyond the aforescribed responsibilities shall be that of the DEPARTMENT or any work the ILLINOIS TOLLWAY is including in the PROJECT for MOUNT PROSPECT at their request, in its entirety. MOUNT PROSPECT also agrees to assume responsibility for the future reconstruction and maintenance of the sidewalk along Oakton Street west of Elmhurst Road and along the west side of Elmhurst Road north of Oakton Street including all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, in its entirety.
- G. DES PLAINES, ELK GROVE and MOUNT PROSPECT further agree to continue their existing maintenance responsibilities on all side road approaches under their respective jurisdictions, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Elmhurst Road and of Oakton Street. Drainage facilities, if any, at the aforementioned side roads located within DEPARTMENT right of way shall be the joint maintenance responsibility of the DEPARTMENT and DES PLAINES, ELK GROVE and MOUNT PROSPECT respectively, unless there is an agreement specifying different responsibilities.
- H. Upon acceptance by the PARTIES hereto of the traffic signal work included herein, the financial responsibility for maintenance and electrical energy charges for the operation of the traffic signal(s) shall be apportioned as follows:

| <u>INTERSECTION</u> | <u>MAINTENANCE</u> | <u>ELECT. ENERGY</u> |
|--------------------------------|--------------------|----------------------|
| Elmhurst Rd./Oakton St. | | |
| DEPARTMENT Share | (100%) | (100%) |
| DES PLAINES Share | (0%) | (0%) |
| MOUNT PROSPECT Share | (0%) | (0%) |

Elmhurst Rd./North Ramp

| | | |
|-------------------|--------|--------|
| DEPARTMENT Share | (100%) | (100%) |
| DES PLAINES Share | (0%) | (0%) |

Elmhurst Rd./South Ramp

| | | |
|-------------------|--------|--------|
| DEPARTMENT Share | (100%) | (100%) |
| DES PLAINES Share | (0%) | (0%) |

Elmhurst Rd./Landmeier Rd.

| | | |
|------------------|-------|--------|
| DEPARTMENT Share | (67%) | (0%) |
| ELK GROVE Share | (33%) | (100%) |

- I. It is mutually agreed that the actual traffic signal maintenance shall be performed by the DEPARTMENT, either with its own forces or through an ongoing contractual agreement.
- J. The DEPARTMENT agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. DES PLAINES, MOUNT PROSPECT, and ELK GROVE agree to pay their proportionate share of this cost as billed by the local power company.
- K. The DEPARTMENT retains the right to control the sequence and timing of the traffic signals.
- L. The DEPARTMENT's Electrical Maintenance Contractor shall maintain the Emergency Vehicle Pre-Emption System ("EVP") equipment, located at the traffic signal modernizations and installations maintained by the DEPARTMENT. The DEPARTMENT's Electrical Maintenance Contractor shall invoice DES PLAINES for the cost of maintaining the EVP located on the traffic signals at Elmhurst Rd./Oakton St., Elmhurst Rd./North Ramp, and Elmhurst Rd./South Ramp. The DEPARTMENT's Electrical Maintenance Contractor shall invoice ELK GROVE for the cost of maintaining the EVP located on the traffic signal at Elmhurst Rd./Landmeier Rd. DES PLAINES and ELK GROVE shall maintain the emitters and associated appurtenances at their respective intersections described above at their own expense. The emitters shall be maintained and tested by DES PLAINES and ELK GROVE respectively, in accordance with the recommendations of the manufacturer.
- M. It is mutually agreed, if, in the future, the DEPARTMENT adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then DES PLAINES, ELK GROVE and MOUNT PROSPECT agree to be financially responsible for their share of the traffic signals and DES PLAINES and ELK GROVE respectively agree to be financially responsible for all costs to relocate or reconstruct the EVP equipment at their respective intersections identified in

Section VII.L of this AGREEMENT in conjunction with the DEPARTMENT's proposed improvement.

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

| Type of Bridge Structure | Affected Roadway |
|--------------------------|----------------------------------|
| Type 2 | Elmhurst Road (N/B) over I-90 |
| Type 2 | Elmhurst Road (S/B) over I-90 |
| Type 4 | Elmhurst Road over Higgins Creek |

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

- a. The DEPARTMENT has all maintenance responsibility as to the following:

- i. All DEPARTMENT right of way and DEPARTMENT highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
- ii. The following portions of the grade elevation structure:
- iii. The wearing surface;
- iv. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
- v. Drainage facilities above structural beams and girders;
- vi. All lighting except underpass;
- vii. All DEPARTMENT signals and signs;
- viii. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
- ix. All drainage facilities carrying exclusively DEPARTMENT drainage.

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

- i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - v. All underpass lighting.
- 2. Type 4 – DEPARTMENT Roadway over a Local Creek
 - a. The DEPARTMENT has all maintenance responsibility as to all portions of the DEPARTMENT right of way as set forth herein, including but not limited to the entire grade separation structure, all drainage facilities, bridge slope walls and embankments within DEPARTMENT access control fencing, and fences. All DEPARTMENT right of way, highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure. All underpass lighting and traffic signals, if applicable.
- O. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
 - 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The DEPARTMENT is responsible for regulating and permitting of all vehicles crossing the bridges over I-90 in accordance with the ILLINOIS TOLLWAY's maximum carrying capacity for the bridge. The bridge capacity limits shall be delivered to the DEPARTMENT by the ILLINOIS TOLLWAY at final acceptance of the bridges construction.
 - 3. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
 - 4. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the

ILLINOIS TOLLWAY will consult with the DEPARTMENT before such closure;

- P. Attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.
- Q. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- R. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the PARTY responsible for maintaining the improvement in need of emergency maintenance of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTIES shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTIES under this AGREEMENT.
- S. In the event that any PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTIES pursuant to this AGREEMENT.
- T. Signalization and pavement markings at the interchange, if any, will be under the control of the PARTIES, with the exception of the ILLINOIS TOLLWAY. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The DEPARTMENT consents when required to the future interconnection of a Ramp

Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto ILLINOIS TOLLWAY mainline pavement.

- U. DES PLAINES, ELK GROVE and MOUNT PROSPECT respectively, agree to indemnify and hold the ILLINOIS TOLLWAY, the DEPARTMENT and their employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property arising from the use, maintenance or reconstruction of the improvements for which DES PLAINES, ELK GROVE, and MOUNT PROSPECT are respectively responsible for maintaining under this AGREEMENT after construction of these improvements is completed by the ILLINOIS TOLLWAY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, all PARTIES shall continue to maintain all portions of the PROJECT within the individual PARTY's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the PARTIES respectively.
- C. All PARTIES agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.
- D. Nothing herein is intended to prevent or preclude any of the PARTIES from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. Attached as "EXHIBIT A" is a description and identification of the PARTIES respective maintenance responsibilities. In the event there is a conflict between the aforementioned Exhibit and the maintenance provisions contained in Section VII of this AGREEMENT, the text in Section VII shall control.
- F. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to review and will consider comments on major roadway access issues along Elmhurst Road and Oakton Street that arise within one half (1/2) mile from the centerline of I-90. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the ILLINOIS TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the ILLINOIS TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has

been purchased by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to Elmhurst Road and Oakton Street.

- G. The DEPARTMENT and the ILLINOIS TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Transportation, the City of Des Plaines, the Village of Elk Grove Village, the Village of Mount Prospect, and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The DEPARTMENT shall retain jurisdiction of Elmhurst Road and Oakton Street traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director/Region One Engineer of the DEPARTMENT, the City Engineer of DES PLAINES, the Village Manager of ELK GROVE and the Village

Engineer of MOUNT PROSPECT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- G. This AGREEMENT may be executed in five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any of the PARTIES unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

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

To DES PLAINES: The City of Des Plaines
1420 Minor Street
Des Plaines, Illinois 60016
Attn: City Engineer

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

To MOUNT PROSPECT: The Village of Mount Prospect
50 S. Emerson Street
Mount Prospect, Illinois 60056
Attn: Village Engineer

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

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

THE VILLAGE OF MOUNT PROSPECT

By: _____
Arlene Juracek, Mayor

Attest: _____

Date: _____

(Please Print Name)

THE VILLAGE OF ELK GROVE VILLAGE

By: _____
Craig B. Johnson, Mayor

Attest: _____

Date: _____

(Please Print Name)

THE CITY OF DES PLAINES

By: _____
Matthew Bogusz, Mayor

Attest: _____

Date: _____

(Please Print Name)

THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

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

Attest: _____

Date: _____

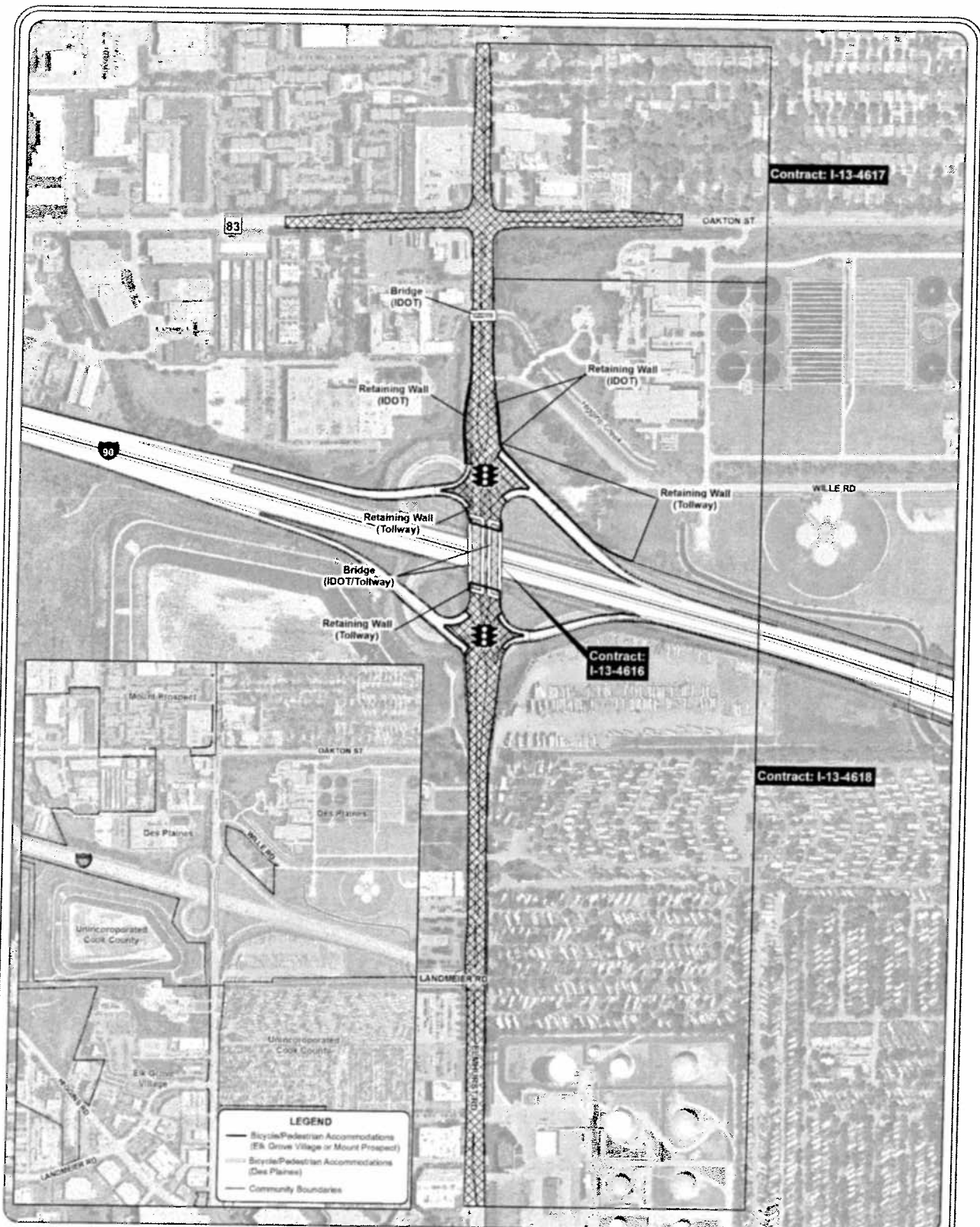
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

Approved as to Form and Constitutionality

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

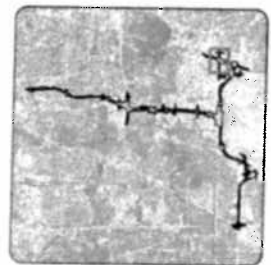
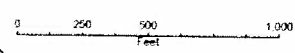


LEGEND

- Traffic Signal (IDOT)
- Bridge
- Retaining Wall
- Project Improvements

Roadway Maintenance/Jurisdiction

- IDOT
- Tollway



**Elgin O'Hare
Western Access**

Exhibit A

Elmhurst Road/I-90
Jurisdictional Responsibilities

RESOLUTION NO. 21004

Background

It is in the best interest of the Illinois State Toll Highway Authority ("Tollway") to enter into an Intergovernmental Agreement with the Illinois Department of Transportation ("IDOT") in connection with reconstructing the Higgins Road (Illinois Route 72) bridge number 625 over I-90. IDOT has requested that the Tollway widen the bridge deck to accommodate a left turn lane and median. The Tollway agrees to this request subject to an estimated reimbursement for bridge reconstruction costs by IDOT of \$2,125,617.45

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 Illinois Department of Transportation in substantially the form of the Intergovernmental Agreement attached to this Resolution and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

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 STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-14-5698 (hereinafter referred to as the "PROJECT") by making the following improvements:

The Illinois Route 72 Bridge (ILLINOIS TOLLWAY Bridge No. 625) (DEPARTMENT Bridge No. 0450074) crossing over the Jane Addams Tollway (I-90) at Mile Post 49.4 will be reconstructed. The work will include a full reconstruction of the bridge in which the bridge deck will be widened from an existing two lane roadway to a proposed three lane roadway with full shoulders. The proposed deck will measure 49'-4" out-to-out and will have 42" tall parapets. The Illinois Route 72 approach roadways will be fully reconstructed, widened and resurfaced. The total length of reconstruction is 197' and the length of widening and resurfacing is 705'. Guardrail will be installed on the approach roadways. Along the Jane Addams Tollway, 1,071' of outside shoulder and 330' of inside shoulder will be reconstructed. Guardrail will be installed along the outside shoulder of the eastbound Jane Addams Tollway. Underpass lighting will be installed and 77' of median barrier wall will be constructed; and

WHEREAS, the DEPARTMENT requests that the ILLINOIS TOLLWAY widen the bridge deck to accommodate a left turn lane and median. This will also require the approach roadways to be widened and transitioned from its existing width to meet this new bridge deck width; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the DEPARTMENT's request to include the left turn lane and median in its plans; and

WHEREAS, the ILLINOIS TOLLWAY and the DEPARTMENT by this instrument, desire to determine and establish their respective responsibilities toward

engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

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

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in "State Administration of Highways Act", 605 ILCS 5/4-101 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY has performed preliminary and final design engineering, obtained the necessary surveys, and prepared the final plans and specifications for the PROJECT, subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. The DEPARTMENT reviewed and approved the plans and specifications which impacted the DEPARTMENT's maintained highways. Approval by the DEPARTMENT meant the DEPARTMENT has agreed with all specifications in the plans, including alignment and location of the PROJECT improvements which impacted the DEPARTMENT's maintained highways.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the DEPARTMENT for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the DEPARTMENT's or the ILLINOIS TOLLWAY's property or rights of way which the DEPARTMENT or the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their respective highway systems. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the DEPARTMENT's right of way or of the ILLINOIS TOLLWAY's right of way.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY made arrangements for PROJECT required adjustments to utility facilities.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY advertised and received bids and, provided the construction engineering inspections required for the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the DEPARTMENT is \$1,848,363.00 for construction costs, \$92,418.15 (5% of construction costs) for preliminary and design engineering, \$184,836.30 (10% of construction costs) for construction engineering for a total estimated cost of \$2,125,617.45.
- D. It is further agreed that notwithstanding the estimated cost, the DEPARTMENT shall be responsible for the actual costs associated with the DEPARTMENT requested widening of the bridge deck to accommodate a left turn lane and median which will also require the approach roadways to be widened and transitioned from its existing width to meet this new bridge deck width and the DEPARTMENT's request to include a left turn lane and median in its plans described in the Recital section of this AGREEMENT.
- E. The DEPARTMENT acknowledges that upon execution of this AGREEMENT, the DEPARTMENT is undertaking a funding commitment to the ILLINOIS TOLLWAY in relation to completing and funding the PROJECT as described and qualified herein. Subject to State appropriations sufficient to pay such obligations, the DEPARTMENT shall make arrangements to fund its obligations in the described PROJECT during Fiscal Year 2016, and in each subsequent year to the extent any funding obligations remain. It is agreed by the parties that the funding obligation of the DEPARTMENT recited above is, now and at all times hereafter, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled,

diminished, or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY until all financial obligations hereunder are fully satisfied.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 - 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 - 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 - 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident

restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

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

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and the DEPARTMENT shall retain jurisdiction and maintenance responsibilities for Illinois Route 72 in its entirety.
- B. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

| Type of Bridge Structure | Affected Roadway |
|--------------------------|-------------------|
| Type 2 | Illinois Route 72 |

1. Type 2 – DEPARTMENT Roadway over ILLINOIS TOLLWAY Right of Way

- a. The DEPARTMENT has all maintenance responsibility as to the following:
 - i. All DEPARTMENT right of way and DEPARTMENT highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
 - ii. The following portions of the grade elevation structure:
 - iii. The wearing surface;
 - iv. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc;
 - v. Drainage facilities above structural beams and girders;
 - vi. All lighting except underpass;
 - vii. All DEPARTMENT signals and signs;
 - viii. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a PARTY, any facilities designed for

traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;

- ix. All drainage facilities carrying exclusively DEPARTMENT drainage.
- b. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth herein, including but not limited to the following:
 - i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - v. All underpass lighting.
- C. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
 - 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);
 - 3. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
- D. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the DEPARTMENT will perform the inspections necessary to collect in depth information for determining maintenance

and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the DEPARTMENT.

- E. In the event the DEPARTMENT must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the DEPARTMENT, shall assist in the coordination of any required lane closures on I-90 to perform such maintenance work.
- F. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT before such closure;
- G. Attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.
- H. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- I. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this AGREEMENT.
- J. In the event that either PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance,

repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of DEPARTMENT highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the DEPARTMENT shall continue to maintain all portions of the PROJECT within the DEPARTMENT's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the DEPARTMENT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. The DEPARTMENT and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- E. Nothing herein is intended to prevent or preclude the DEPARTMENT and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- F. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to review and will consider comments on major roadway access issues along Illinois Route 72 that arise within one half (1/2) mile from the centerline of I-90. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the ILLINOIS TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the ILLINOIS TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. For those

sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to Illinois Route 72.

- G. The DEPARTMENT and the ILLINOIS TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Transportation and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The DEPARTMENT shall retain jurisdiction of Illinois Route 72 traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. In the event of a dispute between DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Deputy Director/Region One Engineer of the DEPARTMENT shall meet and resolve the issue.
- F. 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.
- G. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- H. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a

governmental entity, whose mailing address is Illinois Department of Transportation, Region One/District One, 201 Q. Center Court, Schaumburg, Illinois 60196.

- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY or the DEPARTMENT 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 DEPARTMENT unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the DEPARTMENT:

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

- O. The DEPARTMENT agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the DEPARTMENT under the AGREEMENT

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

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

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

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
Randall S. Blankenhorn,
Secretary

Date: _____

By: _____
Omar A. Osman, P.E.
Deputy Secretary for Project Implementation

Date: _____

By: _____
Jeff L. Heck, Chief Financial Officer;
Director of Finance and Administration

Date: _____

Approved as to Form

By: _____
William M. Barnes,
Chief Counsel

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, 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, Senior Assistant Attorney General, State of Illinois

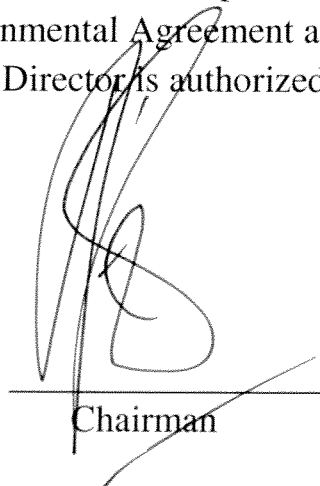
RESOLUTION NO. 21005

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Transportation (“IDOT”) in connection with reconstructing two existing Higgins Road (Illinois Route 72) bridges over I-90. The existing bridges, numbers 513 and 513A, will be removed and replaced with two continuous two-span bridge structures. IDOT will reimburse the Tollway in an estimated amount of \$8,798,632.75 for the bridge reconstruction costs.

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 Illinois Department of Transportation in substantially the form of the Intergovernmental Agreement attached to this Resolution and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by: 

Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, _____, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY", and THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the 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 the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway"), including reconstructing and widening from the John F. Kennedy Expressway to Interstate 39. The contemplated improvements are substantially included in multiple TOLLWAY construction contracts including but not limited to Contract I-13-5683 (hereinafter referred to as the "PROJECT") by making the following improvements:

The existing Higgins Road (Illinois Route 72) Bridges over I-90 will be reconstructed. Bridge Number 513 is a five (5) span structure measuring 42'-0" out to out and 473'-9 1/2" back to back abutments. Bridge Number 513 A is a three (3) span structure measuring 42'-0" out to out and 521'-10" back to back abutments. These existing bridges will be removed and replaced with two (2) continuous two-span bridge structures measuring 49'-3" out to out and 586'-10" back to back abutments crossing I-90 at approximately a seventy (70) degree skew. Illinois Route 72 will be reconstructed for approximately 2,585 lineal feet; and

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

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

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in "State Administration of Highways Act", 605 ILCS 5/4-101 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY has performed preliminary and final design engineering, obtained the necessary surveys, and prepared the final plans and specifications for the PROJECT, subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. The DEPARTMENT reviewed and approved the plans and specifications which impacted the DEPARTMENT's maintained highways. Approval by the DEPARTMENT meant the DEPARTMENT has agreed with all specifications in the plans, including alignment and location of the PROJECT improvements which impacted the DEPARTMENT's maintained highways.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The TOLLWAY agreed to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- E. Subject to its reasonable prior approval, the DEPARTMENT shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the TOLLWAY, without charge to the TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the DEPARTMENT.
- F. The TOLLWAY shall require all construction performed within the TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the TOLLWAY Supplemental Specifications for construction, issued March 2013, as amended,

and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the DEPARTMENT for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the DEPARTMENT's or the ILLINOIS TOLLWAY's property or rights of way which the DEPARTMENT or the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their respective highway systems. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the DEPARTMENT's right of way or of the ILLINOIS TOLLWAY's right of way.
- B. In the event, the TOLLWAY identifies areas of the DEPARTMENT's right of way temporarily needed for the TOLLWAY to enter, access and use to allow the TOLLWAY and/or its contractor(s) to complete the PROJECT, the DEPARTMENT, shall upon the TOLLWAY's application to the DEPARTMENT's permit form, (OPER-1045 form) together with a plan set, issue the TOLLWAY a permit without charge to the TOLLWAY; allowing the TOLLWAY all temporary use. In addition, the DEPARTMENT shall waive the contractor's surety bonding requirement. The TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the DEPARTMENT.

III. UTILITY RELOCATION

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

- D. The TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing TOLLWAY rights of way, which are outside areas of DEPARTMENT jurisdiction, where improvements to TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT.
- E. At all locations where utilities are located on DEPARTMENT rights of way and must be adjusted due to work proposed by the TOLLWAY, the DEPARTMENT agrees to cooperate with the TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the TOLLWAY. The TOLLWAY agrees to reimburse and/or credit the DEPARTMENT for any and all out of pocket costs the DEPARTMENT may incur in causing the aforementioned utility or utilities to be adjusted.
- F. In the event that the work proposed by the DEPARTMENT results in a conflict with the TOLLWAY's fiber optic cable system, the DEPARTMENT shall reimburse the TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- G. At all locations where the TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the DEPARTMENT, the DEPARTMENT agrees to reimburse the TOLLWAY for any and all out of pocket costs the TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The TOLLWAY has advertised and received bids, obtained DEPARTMENT concurrence as to the amount of bids (for work to be funded wholly or partially by the DEPARTMENT before award), awarded the contract(s), is providing construction engineering inspections and causing the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DEPARTMENT shall be submitted to the DEPARTMENT for approval prior to commencing such work. The DEPARTMENT shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the DEPARTMENT shall detail in writing its specific objections. If the TOLLWAY receives no written response from the DEPARTMENT within fifteen (15) calendar days after delivery to the DEPARTMENT of the proposed deviation, the proposed deviation shall be deemed approved by the DEPARTMENT. Notwithstanding any disapproval by

the DEPARTMENT, the TOLLWAY may, after considering the DEPARTMENT's objections, proceed as the Chief Engineer of the TOLLWAY deems appropriate.

- C. The TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract(s). The TOLLWAY shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DEPARTMENT assisted contracts. Failure by the TOLLWAY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate.
- D. The DEPARTMENT and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the DEPARTMENT's system. The DEPARTMENT shall assign personnel to perform inspections on behalf of the DEPARTMENT of all work included in the PROJECT that affects the DEPARTMENT's system, and will deliver written notices to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The TOLLWAY shall give notice to the DEPARTMENT upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DEPARTMENT, and the DEPARTMENT shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the DEPARTMENT does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the DEPARTMENT. At the request of the DEPARTMENT, the TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the DEPARTMENT's representative shall give immediate verbal notice to the TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The DEPARTMENT shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the TOLLWAY that the deficiencies have been remedied.
- G. The TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into,

in accordance with the Canceled Items Provision 109.06 included in the Illinois Tollway Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2013, or the applicable version of the TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. Except as otherwise identified herein, the TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the DEPARTMENT as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the DEPARTMENT is \$7,650,985.00 for construction costs, \$382,549.25 (5% of construction costs) for preliminary and design engineering, and \$765,098.50 (10% of construction costs) for construction engineering for a total estimated cost of \$8,798,632.75.
- D. It is further agreed that notwithstanding the estimated cost, the DEPARTMENT shall be responsible for the actual costs associated with the bridge deck and Illinois Route 72 roadway work described in the Recital section of this AGREEMENT.
- E. The DEPARTMENT acknowledges that upon execution of this AGREEMENT, the DEPARTMENT is undertaking a funding commitment to the ILLINOIS TOLLWAY in relation to completing and funding the PROJECT as described and qualified herein. Subject to State appropriations sufficient to pay such obligations, the DEPARTMENT shall make arrangements to fund its obligations in the described PROJECT during Fiscal Year 2016, and in each subsequent year to the extent any funding obligations remain. It is agreed by the parties that the funding obligation of the DEPARTMENT recited above is, now and at all times hereafter, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled, diminished, or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY until all financial obligations hereunder are fully satisfied.
- F. Either the DEPARTMENT or the TOLLWAY may request, after the construction contract(s) are let by the TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said

work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

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

- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

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

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and the DEPARTMENT shall retain jurisdiction and maintenance responsibilities for Illinois Route 72 in its entirety. The PARTIES maintenance responsibilities are further detailed in the Intergovernmental Agreement executed on December 21, 1960, and reiterated below.
- B. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

| Type of Bridge Structure | Affected Roadway |
|--------------------------|-------------------|
| Type 2 | Illinois Route 72 |

- C. Type 2 - DEPARTMENT Roadway over TOLLWAY Right of Way

1. The DEPARTMENT has all maintenance responsibility as to the following:
 - a. All DEPARTMENT right of way and DEPARTMENT highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
 - b. The following portions of the grade elevation structure:
 - i. The wearing surface;
 - ii. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - iii. Drainage facilities above structural beams and girders;
 - iv. All lighting except underpass;
 - v. All DEPARTMENT signals and signs;
 - vi. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a PARTY, any facilities designed for

traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;

- vii. All drainage facilities carrying exclusively DEPARTMENT drainage.
2. The TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth herein, including but not limited to the following:
 - a. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - b. All fences along TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - d. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - e. All underpass lighting.
 - D. The PARTIES agree that the TOLLWAY reserves the exclusive right to review and approve the following:
 1. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
 2. The permitting of any and all loads traversing a grade separation structure over the TOLLWAY that exceed the limits set forth in 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.604 (Practical Maximum Weights);
 3. The permitting of any and all loads traversing a grade separation structure over the TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves);
 4. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
 5. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the DEPARTMENT before such closure;

6. Attachment to the grade separation structure, or placement on or across TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the TOLLWAY.
- E. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
 - F. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this AGREEMENT.
 - G. In the event that either PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

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

- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the DEPARTMENT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT, and all items of construction which are stipulated in this AGREEMENT to be maintained by the TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the TOLLWAY.
- C. The DEPARTMENT and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- D. Nothing herein is intended to prevent or preclude the DEPARTMENT and the TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. The DEPARTMENT agrees to allow the TOLLWAY to review and will consider comments on major roadway access issues along Illinois Route 72 that arise within one half (1/2) mile from the centerline of I-90. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the TOLLWAY, the TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to Illinois Route 72.
- F. The DEPARTMENT and the TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Transportation and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the TOLLWAY shall have jurisdiction of I-90. The DEPARTMENT shall retain jurisdiction of Illinois Route 72 (Higgins Road) traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the DEPARTMENT or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the DEPARTMENT and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY and the Deputy Director/Region One Engineer of the DEPARTMENT shall meet and resolve the issue.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The TOLLWAY agrees that in the event any work is performed by other than TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- I. The TOLLWAY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the U.S. Department of Transportation.
- J. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is The Illinois Department of Transportation, 201 W. Center Court, Schaumburg, Illinois 60196.
- K. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- L. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- N. The failure by the TOLLWAY or the DEPARTMENT 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 DEPARTMENT unless such provision is waived in writing.
- O. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- P. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:
- | | |
|--------------------|---|
| To the TOLLWAY: | The Illinois Toll Highway Authority 2700 Ogden Avenue Downers Grove, Illinois 60515 Attn: Chief Engineer |
| To the DEPARTMENT: | The Illinois Department of Transportation 201 W. Center Court Schaumburg, Illinois 60196 Attn: Deputy Director/Region One Engineer |
- Q. The DEPARTMENT agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the TOLLWAY and/or the DEPARTMENT under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The DEPARTMENT further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the TOLLWAY Inspector General, the TOLLWAY Department of Internal Audit, the TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- R. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Randall S. Blankenhorn,
Secretary

By: _____ Date: _____
Omar A. Osman, P.E.
Deputy Secretary for Project Implementation

By: _____ Date: _____
Jeff L. Heck,
Chief Financial Officer
Director of Finance and Administration

Approved as to Form

By: _____ Date: _____
William M. Barnes,
Chief Counsel

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Greg M. Bedalov,
Executive Director

By: _____ Date: _____
Michael Colsch,
Chief of Finance

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

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21006

Background

As part of its improvements to the I-90 Tollway, the Tollway is reconstructing the Illinois Route 72 Bridge ("Lee Street") over I-90 and reconstructing the mainline pavement in both the eastbound and westbound directions. The existing entrance and exit ramps at the Lee Street Interchange will also be reconstructed.

At the request of the Village of Rosemont ("Village"), Emergency Vehicle Pre-Emption equipment ("EVP") and a traffic control mechanism commonly referred to as a "Pickle" will be installed which will allow for the manual control of traffic. The Village will provide the Tollway with a temporary easement necessary to complete the Project. The Village will receive a \$43,000 credit for the temporary easement. The estimated cost to the Village for the EVP and Pickle is \$52,900.00.

In addition, the Illinois Department of Transportation ("IDOT") has requested the installation of permanent traffic control devices where the ramps intersect with Lee Street. The estimated cost to the Department for the bridge reconstruction work to be performed on its behalf by the Tollway and traffic control devices is \$2,669,246.60.

Resolution

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

Approved by: _____

Chairman

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

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

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-11-4015 and Contract I-11-4019 (hereinafter referred to as the "PROJECT") by making the following improvements:

Contract I-11-4015

The I-90 mainline pavement will be widened and reconstructed in both the eastbound and westbound directions near the Illinois Route 72 (Lee Street) Interchange. The existing eastbound entrance Ramp B and westbound exit Ramp C at the Lee Street Interchange will also be reconstructed. Other improvements include pavement removal, earth excavation, grading, shoulder improvements, moment slab and barrier wall installation, guardrail installation, storm sewer installation, replacement of the existing triple 60-inch CMP drainage system under the mainline with a proposed triple 60-inch RCP drainage system, temporary drainage, temporary shoring, erosion control, landscaping, utility relocation, the installation of permanent traffic signals on Lee Street at the ramps, roadway lighting, temporary roadway lighting, a crash investigation site located along the eastbound lanes near the interchange, signing and pavement marking, ITS equipment installation, and any other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

Contract I-11-4019

The removal and replacement of the existing Illinois Route 72 (Lee Street) Bridge over I-90 (ILLINOIS TOLLWAY Bridge No. 547) and the ramps associated with the

interchange providing a wider and longer two span bridge with a concrete deck and steel girders, concrete sidewalks on the west side of the bridge and new concrete medians on the bridge approaches. The bridge will provide an opportunity in the near term to add a new eastbound exit ramp. Sidewalk will be built on the west side of the bridge structure, replacing the existing sidewalk, there will be room to accommodate a future multi-use path on the east side of the bridge, earthen shelves will be constructed on either side of Lee Street north and south of the bridge to accommodate any future sidewalk needs, and any other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, impacts from the proposed interchange reconstruction, hydraulics, present a need to replace existing culverts as part of the I-90 program. Included in this PROJECT is the replacement of a double 60 inch CMP culvert with a proposed concrete culvert extending approximately 20 feet outside of the existing ILLINOIS TOLLWAY right of way along the westbound exit ramp at the Allstate Arena property; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in the PROJECT the installation of Emergency Vehicle Pre-Emption equipment ("EVP") on the permanent traffic signals and the installation of a device installed on the outside of the traffic signal cabinet ("Pickle") which will allow the VILLAGE to control the traffic signals manually during certain VILLAGE events, hereinafter referred to as the "VILLAGE IMPROVEMENTS"); and

WHEREAS, the ILLINOIS TOLLWAY, in order to complete the PROJECT, is in need of a temporary easement (known as NW-7B-13-002.TE) from the VILLAGE, located in the VILLAGE's Allstate Arena parking lot near the northwesterly end (as shown on "EXHIBIT A") attached hereto; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY accept this temporary easement in exchange for a monetary credit towards the overall PROJECT costs for which the VILLAGE will have certain financial obligations directly related to VILLAGE requested improvements; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the allow this credit toward the VILLAGE's financial obligations and commitment toward the VILLAGE requested improvements; and

WHEREAS, the DEPARTMENT requests that the ILLINOIS TOLLWAY include in its PROJECT the installation of permanent traffic signals at the intersections of Illinois Route 72 (Lee Street) with ramps A,B and C; and

WHEREAS, the ILLINOIS TOLLWAY agrees to include in its construction contracts the additional work requested by the DEPARTMENT's and the VILLAGE; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering,

right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

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

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in the "State Administration of Highways Act", 605 ILCS 5/4-101 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the DEPARTMENT and the VILLAGE as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the DEPARTMENT and the VILLAGE for their review and comment at the following stages of plan preparation:
- 40% Complete
- 95% Complete (pre-final)
- Final
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DEPARTMENT and the VILLAGE by the ILLINOIS TOLLWAY.
- C. The DEPARTMENT shall review the plans and specifications which impact the DEPARTMENT's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DEPARTMENT within this time period, the lack of response

shall be deemed approval of the plans and specifications. Approval by the DEPARTMENT shall mean the DEPARTMENT agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the DEPARTMENT's maintained highways. In the event of disapproval, the DEPARTMENT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.

- D. The VILLAGE shall review the plans and specifications which impact the EVP and the Pickle within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's EVP and Pickle. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- E. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, North Cook County Soil and Water Conservation District, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- G. The DEPARTMENT, subject to its reasonable prior approval, and the VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY, as reasonably required by the ILLINOIS TOLLWAY for the PROJECT. Any permit for right of access, temporary use shall not be unreasonably withheld by the DEPARTMENT or the VILLAGE.
- H. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for

construction, issued March 2014, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. LAND ACQUISITION:

- A. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications.
- B. Right of way acquired exclusively for construction of I-90 or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY.
- C. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.
- D. The VILLAGE agrees to grant the ILLINOIS TOLLWAY a temporary easement of the right of way needed to replace the culvert along the westbound exit ramp at the Allstate Arena property (NW-7B-13-002.TE). The VILLAGE will receive a credit for the value of the temporary easement. The credit will be applied to the to the VILLAGE's financial obligations associated with the proposed future construction of the eastbound exit ramp. The use of the temporary easement owned by the VILLAGE shall not interfere with events at the Allstate Arena. The VILLAGE's aforementioned financial obligation is in accordance with the ILLINOIS TOLLWAY's Interchange and Roadway Cost Sharing Policy dated October 2012. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition.
- E. To effectuate the above, the TOLLWAY shall prepare plats and assemble all needed legal descriptions to affect the temporary transfer of property from the VILLAGE to the TOLLWAY.
- F. Parcel plats and legal descriptions for property required for the PROJECT shall conform to the Illinois State Toll Highway Authority format.
- G. Prior to any transfer of real property interests owned by the VILLAGE, to advance the PROJECT and not delay any PROJECT schedules, the VILLAGE shall permit, consent, authorize and grant to the TOLLWAY unrestricted access and all permits necessary to enter, access and use all real property owned by the VILLAGE that is required to construct the PROJECT. In furtherance thereof, the VILLAGE shall allow the TOLLWAY, its employees, vendors, and/or its contractor(s) to use said Real Property to complete the PROJECT. The VILLAGE shall issue all necessary

permits without charge to the TOLLWAY. In addition, the VILLAGE shall waive any contractor's surety bonding requirements. The use of the temporary easement owned by the VILLAGE shall not interfere with events at the Allstate Arena. Approval of any permit shall not be unreasonably withheld by the VILLAGE. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition.

- H. In the event, the ILLINOIS TOLLWAY identifies areas of the DEPARTMENT's right of way or other areas of the VILLAGE's right of way, temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the DEPARTMENT and the VILLAGE, shall upon the ILLINOIS TOLLWAY's application on the DEPARTMENT's permit form, (form: OPER-1045) or the VILLAGE's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the DEPARTMENT and/or the VILLAGE shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the DEPARTMENT or the VILLAGE.

III. UTILITY RELOCATION

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

- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of DEPARTMENT and the VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT and/or the VILLAGE.
- E. At all locations where utilities are located on DEPARTMENT or VILLAGE rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT and/or the VILLAGE agree to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the DEPARTMENT and/or the VILLAGE for any and all out of pocket cost the DEPARTMENT and/or the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.
- F. In the event that the work proposed by the DEPARTMENT and/or the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the DEPARTMENT and/or the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- G. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the DEPARTMENT and/or the VILLAGE, the DEPARTMENT and/or the VILLAGE agree to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain the DEPARTMENT's and/or VILLAGE's concurrence as to the amount of bids (for work to be funded wholly or partially by the DEPARTMENT and/or the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the DEPARTMENT and/or the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DEPARTMENT and/or the VILLAGE shall be submitted to the DEPARTMENT and/or the VILLAGE for approval prior

to commencing such work. The DEPARTMENT and/or the VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the DEPARTMENT and/or the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DEPARTMENT and/or the VILLAGE within fifteen (15) calendar days after delivery to the DEPARTMENT and/or VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the DEPARTMENT and/or VILLAGE.

- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DEPARTMENT and/or the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the DEPARTMENT and/or the VILLAGE prior to commencement of work on the PROJECT.
- D. The ILLINOIS TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract(s). The ILLINOIS TOLLWAY shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DEPARTMENT assisted contracts. Failure by the ILLINOIS TOLLWAY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate.
- E. The DEPARTMENT and the VILLAGE and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the DEPARTMENT's and/or the VILLAGE's system. The DEPARTMENT and the VILLAGE shall assign personnel to perform inspections on behalf of the DEPARTMENT and the VILLAGE of all work included in the PROJECT that affects their respective systems, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- F. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to the DEPARTMENT and the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DEPARTMENT and the VILLAGE, and the DEPARTMENT and the VILLAGE shall make an inspection thereof not later than fourteen (14) calendar days after notice thereof. If the DEPARTMENT and/or the VILLAGE does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the

DEPARTMENT and/or the VILLAGE. At the request of the DEPARTMENT and/or the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the DEPARTMENT's and/or the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The DEPARTMENT and/or the VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

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

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the DEPARTMENT and the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and that construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the DEPARTMENT for the superstructure and the permanent traffic signals is \$2,321,084.00 for construction costs, \$116,054.20 (5% of construction costs) for preliminary and design engineering, and \$232,108.40 (10% of construction costs) for construction engineering, for a total estimated cost of \$2,669,246.60.
- D. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for the temporary EVP and the Pickle is \$46,000.00 for construction costs, \$2,300.00 (5% of construction costs) for preliminary and design engineering, and \$4,600.00 (10% of construction costs) for construction engineering for a total estimated cost of \$52,900.00.

- E. It is also agreed by the ILLINOIS TOLLWAY and the VILLAGE that the property identified as NW-7B-13-002.TE has an appraised value of \$43,000.00, and shall be credited to the VILLAGE's financial obligation of the proposed future construction of the eastbound exit ramp in accordance with the ILLINOIS TOLLWAY's Interchange and Roadway Cost Sharing Policy dated October 2012.
- F. It is further agreed that notwithstanding the estimated costs, the DEPARTMENT and the VILLAGE shall be responsible for the actual costs associated with the requested work described in the Recital section of this AGREEMENT.
- G. The DEPARTMENT acknowledges that upon execution of this AGREEMENT, the DEPARTMENT is undertaking a funding commitment to the ILLINOIS TOLLWAY in relation to completing and funding the PROJECT as described and qualified herein. Subject to State appropriations sufficient to pay such obligations, the DEPARTMENT shall make arrangements to fund its obligations in the described PROJECT during Fiscal Year 2016, and in each subsequent year to the extent any funding obligations remain. It is agreed by the parties that the funding obligation of the DEPARTMENT recited above is, now and at all times hereafter, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled, diminished, or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY until all financial obligations hereunder are fully satisfied.
- H. The VILLAGE agrees that upon execution of this AGREEMENT and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
- I. Any PARTY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

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

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

produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE – RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and the DEPARTMENT shall retain jurisdiction and maintenance responsibilities for Illinois Route 72 (Lee Street) in its entirety.

- B. The VILLAGE agrees to maintain, or cause to maintain, the temporary Emergency Vehicle Pre-Emption System installed on the temporary traffic signals on Lee Street at ramps B and C and the Pickle installed on the cabinet, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

| Type of Bridge Structure | Affected Roadway |
|--------------------------|--------------------------------|
| Type 3 | Illinois Route 72 (Lee Street) |

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

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

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

- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);
 3. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
- E. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the DEPARTMENT will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the DEPARTMENT.
- F. In the event the DEPARTMENT must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the DEPARTMENT, shall assist in the coordination of, and shall obtain the prior approval of the TOLLWAY before implementing, any required lane closures on I-90 to perform such maintenance work.
- G. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with, and obtain the prior approval of except in the case of an emergency, the DEPARTMENT before such closure;
- H. Attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.

- I. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- J. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this AGREEMENT.
- K. In the event that either PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.
- L. Signalization and pavement markings at the interchange, if any, will be under the control of the DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The DEPARTMENT consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto ILLINOIS TOLLWAY mainline pavement.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within the PARTIES respective rights of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.

- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the PARTIES.
- C. The PARTIES agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.
- D. Nothing herein is intended to prevent or preclude any of the PARTIES from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to review and will consider comments on major roadway access issues along Lee Street that arise within one half (1/2) mile from the centerline of I-90. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the ILLINOIS TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the ILLINOIS TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to Lee Street.
- F. The DEPARTMENT and the ILLINOIS TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Rosemont, the Illinois Department of Transportation and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The DEPARTMENT shall retain jurisdiction of Illinois Route 72 (Lee Street), and the VILLAGE shall retain jurisdiction of the Allstate Arena affected by the temporary easement. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.
- E. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- F. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- G. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director/District One Engineer of the DEPARTMENT and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final as long as that decision does not delay delivery of the PROJECT and is not detrimental to the maintenance and operation of the DEPARTMENT's highway.
- H. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's property or the EVP, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's property or the EVP, the decision of the VILLAGE's Engineer shall be final as long as that decision does not delay delivery of the PROJECT and is not detrimental to the maintenance and operation of the DEPARTMENT's highway or Toll Highway.

- I. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT in reference to the DEPARTMENT's highway/and or traffic signals, the Chief Engineer of the ILLINOIS TOLLWAY and the Deputy Director/District One Engineer of the DEPARTMENT shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning DEPARTMENT's highway/and or traffic signals, the decision of the Deputy Director/District One Engineer of the DEPARTMENT shall be final as long as that decision does not delay delivery of the PROJECT and is not detrimental to the maintenance and operation of the Toll Highway.
- J. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- K. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- L. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is Illinois Department of Transportation, 201 W. Center Court, Schaumburg, Illinois 60196.
- M. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6009134 and it is doing business as a governmental entity, whose mailing address is The Village of Rosemont, 9501 West Devon Avenue, Rosemont, Illinois 60018.
- N. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- O. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- P. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- Q. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any PARTY unless such provision is waived in writing.

- R. 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.
- S. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:
- To the ILLINOIS TOLLWAY:
- The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineer
- To the DEPARTMENT:
- Illinois Department of
Transportation
201 W. Center Court
Schaumburg, Illinois 60196.
- To the VILLAGE:
- The Village of Rosemont
9501 West Devon Avenue
Rosemont, Illinois 60018
Attn: Village Engineer
- T. All PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the PARTIES under this AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- U. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This space intentionally left blank)

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

THE VILLAGE OF ROSEMONT

By: _____
Bradley Stephens,
Mayor

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
Randall S. Blankenhorn,
Secretary

Date: _____

By: _____
Omar A. Osman, P.E.
Deputy Secretary for Project Implementation

Date: _____

By: _____
Jeff L. Heck,
Chief Financial Officer
Director of Finance and Administration

Date: _____

Approved as to Form

By: _____
William M. Barnes,
Chief Counsel

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Greg M. Bedalov,
Executive Director

By: _____ Date: _____
Michael Colsch,
Chief of Finance

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

Approved as to Form and Constitutionality

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

IGA_IDOT & Rosemont_I-90 @ Lee Street_Combined.2.19.16.sef.final

3/23/16

6.5/5

RESOLUTION NO. 21007

Background

The Illinois State Toll Highway Authority ("Tollway") has negotiated a proposed settlement regarding a workers' compensation claim with Richard Hoepner as recommended by defense counsel Ganan & Shapiro. It is in the best interest of the Tollway to proceed with the settlement on the terms as discussed by the Board in Executive Session.

Resolution

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

Approved by:


Chairman