

RESOLUTION NO. 20692

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Industrial Supplies. Pursuant to the Tollway's Invitation for Bids No. 12-0254R, the Tollway has determined that Cicero Mfg. & Supply Company, Inc. is the lowest responsible bidder for Industrial Supplies for an upper limit of compensation not to exceed \$101,330.60.

Resolution

The bid from Cicero Mfg. & Supply Company, Inc. for the purchase of Industrial Supplies is accepted. Contract No. 12-0254R is approved in an amount not to exceed \$101,330.60. As may be necessary, the Chair or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20693

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-15-4229 for Parking Lot Facilities Improvements on the Reagan Memorial Tollway (I-88) Maintenance Facility M-11 (DeKalb) at Milepost 91.4 (Annie Glidden Road) and Maintenance Facility M-12 (Dixon) at Milepost 54.0. The lowest responsible bidder on Contract No. RR-15-4229 is Fox Excavating, Inc. in the amount of \$1,860,355.40.

Resolution

Contract No. RR-15-4229 is awarded to Fox Excavating, Inc. in the amount of \$1,860,355.40, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



Approved by: _____

Chair

RESOLUTION NO. 20694

Background


The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-15-4649 for Building Demolition along the North-South bypass of the Elgin O’Hare Western Access Corridor from Milepost 0.2 to Milepost 5.8 and the Tri-State Tollway (I-294) at Milepost 33.7 (IL-64, North Avenue). The lowest responsible bidder on Contract No. I-15-4649 is Lake County Grading Co., LLC. in the amount of \$3,945,420.00.

Resolution

Contract No. I-15-4649 is awarded to Lake County Grading Co., LLC. in the amount of \$3,945,420.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by:  _____

Chair

RESOLUTION NO. 20695

Background


The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-15-4650R for Building Demolition along the North-South bypass of the Elgin O’Hare Western Access Corridor from Milepost 0.2 (East Green Street) to Milepost 0.7 (Acorn Lane). The lowest responsible bidder on Contract No. I-15-4650R is Outlook Design & Construction, Inc. in the amount of \$628,905.00.

Resolution

Contract No. I-15-4650R is awarded to Outlook Design & Construction, Inc. in the amount of \$628,905.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by:  _____

Chair

RESOLUTION NO. 20696

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-13-4629 for Road and Bridge Construction on Illinois 390 from Milepost 10.1 (Park Boulevard) to Milepost 13.6 (Arlington Heights Road). The lowest responsible bidder on Contract No. I-13-4629 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$59,117,000.00.

Resolution

Contract No. I-13-4629 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$59,117,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



Approved by: _____

Chair

RESOLUTION NO. 20697

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-15-4227R for Smart Corridor/ITS on the Jane Addams Memorial Tollway (I-90) from Milepost 53.8 (Elgin Toll Plaza 9) to Milepost 78.9 (Kennedy Expressway). The lowest responsible bidder on Contract No. I-15-4227R is Meade, Inc. in the amount of \$26,046,535.08.

Resolution

Contract No. I-15-4227R is awarded to Meade, Inc. in the amount of \$26,046,535.08, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



Approved by: _____

Chair

RESOLUTION NO. 20698

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Upon Request Services, Systemwide, on Contract No. RR-14-5703. Singh & Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Singh & Associates, Inc. to obtain Design Upon Request Services, Contract No. RR-14-5703, with an upper limit of compensation not to exceed \$2,500,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20699

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services for Road and Bridge Construction on Illinois 390 from Milepost 15.3 (Lively Boulevard) to Milepost 16.9 (York Road), Contract No. I-14-4645. Clark Dietz, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,564,595.40. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Clark Dietz, Inc. to obtain Construction Management Services, Contract No. I-14-4645, with an upper limit of compensation not to exceed \$5,564,595.40, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20700

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services Upon Request, Systemwide, Contract No. RR-14-5704. Terra Engineering, Ltd. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Terra Engineering, Ltd. to obtain Construction Management Services, Contract No. RR-14-5704, with an upper limit of compensation not to exceed \$2,000,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20701

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services Upon Request, Systemwide, Contract No. RR-14-9171. Engineering Services Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Engineering Services Group, Inc. to obtain Construction Management Services, Contract No. RR-14-9171, with an upper limit of compensation not to exceed \$2,000,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20702

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services Upon Request, Systemwide, Contract No. RR-14-5705. Harry O. Hefter Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$4,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Harry O. Hefter Associates, Inc. to obtain Construction Management Services, Contract No. RR-14-5705, with an upper limit of compensation not to exceed \$4,000,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20703

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Land Acquisition and Surveying Services Upon Request, Systemwide, Contract No. I-14-4225. Mathewson Right of Way Co./Dynasty Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Mathewson Right of Way Co./Dynasty Group, Inc. to obtain Land Acquisition and Surveying Services Upon Request, Contract No. I-14-4225, with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20704

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Land Acquisition and Surveying Services Upon Request, Systemwide , Contract No. I-14-4646. Hampton, Lenzini & Renwick, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Hampton, Lenzini & Renwick, Inc. to obtain Land Acquisition and Surveying Services Upon Request, Contract No. I-14-4646, with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20705

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Studies for Traffic Operation and Maintenance Performance Evaluation Enhancement Support, Systemwide, Contract No. RR-14-9172. Kimley-Horn and Associates, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Kimley-Horn and Associates, Inc. to obtain Design Studies for Traffic Operation and Maintenance Performance Evaluation Enhancement Support, Contract No. RR-14-9172, with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20706

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20074 approved August 29, 2013 entered into an Agreement for Contract I-13-4100 with BCP Tollway Partners JV 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).

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 \$604,192.96 from \$3,193,338.69 to \$3,797,531.65. 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 Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20707

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19815 approved November 15, 2012 entered into an Agreement for Contract I-12-4040 with URS Corporation for Design Management Services for Road and Bridge Construction of Illinois Route 390 from Milepost 5.9 (US 20) to Milepost 15.9 (Illinois Route 83).

URS Corporation has submitted a proposal to provide Supplemental Design Services for Contract I-12-4040, increasing the contract upper limit by \$745,413.40 from \$11,129,316.20 to \$11,874,729.60. It is necessary and in the best interest of the Tollway to accept the proposal from URS Corporation.

Resolution

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



Approved by: _____

Chair

RESOLUTION NO. 20708

Background

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

Cotter Consulting, Inc. / CivCon Services, Inc. / SE3, LLC. Joint Venture has submitted a proposal to provide Supplemental Construction Management Services for Contract RR-12-4047, increasing the contract upper limit by \$101,122.00 from \$2,202,451.00 to \$2,303,573.00. It is necessary and in the best interest of the Tollway to accept the proposal from Cotter Consulting, Inc. / CivCon Services, Inc. / SE3, LLC. Joint Venture.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Cotter Consulting, Inc. / CivCon Services, Inc. / SE3, LLC, Joint Venture consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20709

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20178 approved on December 19, 2013, entered into Contract No. I-13-4163 with Lorig Construction Company for Bridge Widening and Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 26.5 (Johnson Road) and at Milepost 28.8 (Shattuck Road). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-13-4163 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20710

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20244 approved on February 27, 2014, entered into Contract No. I-13-4169 with William Charles Construction Company, LLC for Ramp Construction on the Jane Addams Memorial Tollway (I-90) at Milepost 20.8 (Irene Road). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-13-4169 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____
Chair

5/28/15

6.2/20

RESOLUTION NO. 20711

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20243 approved on February 27, 2014, entered into Contract No. I-14-4174 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Advance Ramp Toll Plaza Modifications on the Jane Addams Memorial Tollway (I-90) from Milepost 62.2 (Barrington Road) to Milepost 70.0 (East of IL 58). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-14-4174 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20712
AMENDING RESOLUTION NO. 20652

Background

Resolution 20227 amending Resolution 19882 amending Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$160,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 20652 amended Resolution 20586 amended Resolution 20493 amended Resolution 20445 amended Resolution 20395 amended Resolution 20368 amended Resolution 20340 amended Resolution 20317 amended Resolution 20273 and Resolution 20191 and Resolution 20157 and Resolution 20130 and Resolution 20086 and Resolution 20048 and Resolution 20018 and Resolution 19986 identified parcels that may need to be acquired by condemnation. Resolution 20652 must be amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20652 identifies added parcels and satisfies this requirement.

Resolution

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

RESOLUTION NO. 20712
AMENDING RESOLUTION NO. 20586

Resolution – Continued

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

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

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

5/28/15

6.2/21

RESOLUTION NO. 20712
AMENDING RESOLUTION NO. 20586

Resolution – Continued

A handwritten signature in black ink, appearing to read "Paul Cozz". The signature is written in a cursive style with a large, sweeping initial "P".

Approved by: _____
Chair

Resolution – Continued- Exhibit ‘A’

PROJECT: RR-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

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

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

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

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

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

<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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-917	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

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

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-121	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

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

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

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

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

RESOLUTION NO. 20713

Background

As part of its Elgin O'Hare/Western Access construction program, there are various Tollway construction contracts where work will be performed within the limits of Franklin Park. The work will be completed under two construction contracts, S11-I and S11-II. Contract S11-I consists of the excavation/expansion of three detention basins, construction of two pump stations, storm sewer installation and the placement of embankment on Tollway right of way. Contract S11-II, includes construction of a storm sewer, the extension of Powell Street to Acorn Lane, the construction of a cul-de-sac at Acorn Lane south of Franklin Avenue, the reconstruction of King Street, West Frontage Road, Addison Street, Runge Street and Acorn Lane, sidewalk replacement, and a pump station control structure. In addition to the originally planned construction work, the Village of Franklin Park has asked that a water main and lighting also be added to the contracts, at its expense. This agreement outlines the respective parties' right of way, engineering, construction, and financial responsibilities.

Resolution

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



Approved by: _____

Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF FRANKLIN PARK**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF FRANKLIN PARK, 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 Elgin O'Hare Expressway, extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known in its entirety as Illinois Route 390, and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, certain ILLINOIS TOLLWAY construction contracts occur within the VILLAGE limits adjacent to the future Western Access corridor and west of I-294. The work will be completed under two construction contracts, which include Contract S11-I, Drainage Improvement Project, Western Access Tollway M.P. 0.00 to M.P. 0.75, and S11-II, Roadway and Drainage Improvement Project, Western Access Tollway M.P. 0.00 to M.P. 0.75. Additional construction contracts within the VILLAGE jurisdictional limits will be part of future agreement(s) between the VILLAGE and the ILLINOIS TOLLWAY; and

WHEREAS, the scope of work for the Contract S11-I, consists of the excavation/expansion of three detention basins, construction of two pump stations, storm sewer installation, the placement of embankment on ILLINOIS TOLLWAY right of way and all other work necessary to complete the project in accordance with the approved plans and specifications (hereinafter referred to as the "S11-I PROJECT"), and

WHEREAS, the scope of work for the Contract S11-II, includes construction of storm sewer, the extension of Powell Street to Acorn Lane, the construction of a cul-de-sac at Acorn Lane south of Franklin Avenue, the reconstruction of King Street, West Frontage Road, Addison Street, Runge Street and Acorn Lane, sidewalk replacement, pump station control structure installation, and all other work necessary to complete the project in accordance with the approved plans and specifications (hereinafter referred to as the "S11-II PROJECT"); and

WHEREAS, the VILLAGE has agreed to assume the final design responsibilities of the S11-I PROJECT and S11-II PROJECT, collectively referred to as the "PROJECTS", and the improvements and construction responsibilities for the S11-II PROJECT; and

WHEREAS, in relation to the final design, the VILLAGE has contributed a portion of the PROJECTS design engineering fee (60% design) totaling \$397,600.00 as outlined in Section V of this AGREEMENT and to waive the Inspection Fees and Transfer Stamp Fees otherwise required by Ordinance 7-10B-3 for parcels required for the EOWA project to be acquired by the ILLINOIS TOLLWAY within the VILLAGE jurisdictional limits as part of the VILLAGE's "in-kind" contribution to partially offset the EOWA funding gap that local governments benefiting from the EOWA are contributing toward; and

WHEREAS, the VILLAGE proposes to include in the S11-II PROJECT the construction of a water main along Powell Street and lighting along King Street, Addison Avenue, and West Frontage Road and the VILLAGE requested improvements are hereinafter referred to as the "VILLAGE IMPROVEMENTS" and the VILLAGE agrees to perform the final design associated with the VILLAGE IMPROVEMENTS; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to construct a water main along Powell Street and lighting along King Street, Addison Avenue, and West Frontage Road; and

WHEREAS, subsequent to this AGREEMENT, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for a portion of the storm sewer installation work from the Union Pacific Railroad to Powell Street, located on ILLINOIS TOLLWAY property, and to abide by all of the conditions set forth therein; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, which shall be known as AGREEMENT 002015-01, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECTS as proposed; and

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

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

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

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

I. ENGINEERING

- A.** The VILLAGE agrees to perform design engineering, obtain necessary engineering related survey data, and prepare the final plans and specifications for the PROJECTS. During the design and preparation of the plans and specifications, the VILLAGE shall submit the plans and specifications to the ILLINOIS TOLLWAY for its review and comment at the following stages of plan preparation:

1. 60% Complete: VILLAGE and the ILLINOIS TOLLWAY acknowledge that this stage of plan preparation has been fully performed by VILLAGE and, in relation thereto, the ILLINOIS TOLLWAY has approved the applicable design engineering plans.
 2. 70% Complete
 3. 95% Complete (pre-final)
 4. Final
- B. The final approved plans and specifications for the PROJECTS shall be promptly delivered to the ILLINOIS TOLLWAY by the VILLAGE.
- C. The ILLINOIS TOLLWAY shall review the plans and specifications which impact the ILLINOIS TOLLWAY's maintained highways within twenty one (21) calendar days of receipt thereof. Approval by the ILLINOIS TOLLWAY shall mean the ILLINOIS TOLLWAY agrees with all specifications in the plans, including alignment and location of the PROJECTS' improvements which impact the ILLINOIS TOLLWAY's maintained highways. In the event of disapproval, the ILLINOIS TOLLWAY will detail in writing its objections to the proposed plans and specifications for review by the VILLAGE. Failure of ILLINOIS TOLLWAY to notify VILLAGE of its approval or disapproval within twenty-one (21) calendar days of receipt thereof shall be deemed an approval.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX (E) of this AGREEMENT.
- E. The VILLAGE agrees to assure that all permits and approvals that may be required for the S11-II PROJECT are obtained. Similarly, the ILLINOIS TOLLWAY agrees to assure that all permits and approvals that may be required by S11-I PROJECT are obtained. Permits and approval include, but not limited to those required by (the Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Utility, etc.), are secured by the VILLAGE and ILLINOIS TOLLWAY, respectively, 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 PROJECTS.
- F. Notwithstanding the above paragraph, the ILLINOIS TOLLWAY agrees to assume the PROJECTS railroad coordination responsibility (Union Pacific Railroad and Canadian Pacific Railroad) and pursue required railroad agreement(s) and/or permits and/or licenses as necessary.
- G. The ILLINOIS TOLLWAY has secured the EOWA Section 401/404 Clean Water Act Permit Application (LRC-2007-00802) for the PROJECTS. ILLINOIS TOLLWAY represents that, prior to the Effective Date, it has provided accurate copies of the EOWA Section 401/404 Clean Water Act Permit (LRC-20007-00802) for the PROJECTS. The VILLAGE is responsible for complying with the conditions of this permit and submitting preliminary drainage, grading, landscaping, and erosion control plans to the ILLINOIS

TOLLWAY and the U.S. Army Corps of Engineers at design milestones to ensure compliance.

- H. The VILLAGE shall grant and consent to any and all reasonably required permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the VILLAGE.

II. RIGHT OF WAY

- A. To the extent of its legal authority, the ILLINOIS TOLLWAY shall grant and consent to the VILLAGE's reasonably required ILLINOIS TOLLWAY land acquisition needs, including the necessary property interests which may include fee simple, permanent easements, and temporary easements (including a list of parcels by parcel number, size, location and dimension) for the PROJECTS.
- B. To the extent of its legal authority, the VILLAGE shall grant and consent to the ILLINOIS TOLLWAY's reasonably required VILLAGE land acquisition needs, including the necessary property interests which may include fee simple, permanent easements, and temporary easements (including a list of parcels by parcel number, size, location and dimension) for the PROJECTS.
- C. The ILLINOIS TOLLWAY, shall perform all survey work prepare all parcel plats and establish legal descriptions necessary to acquire all new right of way interests for the construction and future operation of the PROJECTS. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its' written Policies and Procedures. ILLINOIS TOLLWAY shall complete all work contemplated under this Section II (B) prior to the bid of the PROJECTS.
- D. For purposes of financial consideration, right of way costs shall include the purchase price, court ordered judgments and final settlement amounts. Also included are the expenses for title research, survey preparation, appraisal, negotiations, relocation, attorney fees, costs, and court proceeding fees together with any other incidental expenses typically necessary to effectuate the acquisition of right-of-way shall be included into the final tally of right of way cost as addressed in SECTION V of this AGREEMENT.
- E. In relation to the PROJECTS, the VILLAGE has agreed to waive any and all VILLAGE costs and fees including, but not limited to Inspection Fees, Transfer Stamp Fees, and other land transfer fees associated with land transfers, deed reviews, and inspection fees including, those required by Ordinance 7-10B-3. This waiver will apply to all parcels being acquired within the VILLAGE for the overall EOWA project.
- F. Upon completion of the PROJECTS and subsequent to the final tally and payment of all costs associated with the PROJECTS, the ILLINOIS TOLLWAY agrees to convey fee simple title to the VILLAGE of all property and right of way purchased by the ILLINOIS TOLLWAY required by the VILLAGE for the maintenance and operation of the VILLAGE's detention basins , without cash consideration.

- G. It is not anticipated that the acquisition of permanent right of way interests are required from the VILLAGE for construction of the PROJECTS pursuant to the approved plans and specifications, nor is the transfer of any interest in the VILLAGE's property rights of way which the ILLINOIS TOLLWAY deems necessary for the maintenance and operation of their Toll Highway system. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the PARTIES' right of way as part of this AGREEMENT.

III. UTILITY RELOCATION

- A. The VILLAGE agrees to provide the PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing PARTY rights of way which require adjustment as part of the PROJECTS. As part of its S11-I PROJECT and S11- II II PROJECT engineering responsibilities, the VILLAGE shall identify adjustments to the aforementioned existing utilities.
- B. The VILLAGE agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The VILLAGE agrees to make arrangements for and issue all VILLAGE permits for the PROJECT(S) and cooperate with necessary adjustments to existing utilities located within existing VILLAGE rights of way, and on proposed VILLAGE rights of way where such improvements to VILLAGE highways are proposed by the VILLAGE to be done in conjunction with the PROJECT(S), at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all ILLINOIS TOLLWAY permits for the PROJECT(S) required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT(S), at no expense to the VILLAGE.
- E. At all locations where utilities are located on VILLAGE rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY in relation to the PROJECTS, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all reasonable out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted. The ILLINOIS TOLLWAY will use its best efforts to reimburse the VILLAGE within 30 days of receipt of written request from the VILLAGE.
- F. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE under S11-II PROJECT, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, which shall not be unreasonably withheld or denied by the ILLINOIS

TOLLWAY, and to abide by all conditions set forth therein. The VILLAGE agrees to reimburse or credit the ILLINOIS TOLLWAY for any and all reasonable out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.

- G. In the event that the work proposed by the VILLAGE under the S11-II PROJECT results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the actual cost to locate, mark, design, protect, adjust and/or relocate the system. The VILLAGE and ILLINOIS TOLLWAY acknowledge that the design engineering plans at the 60% completion stage do not impact the ILLINOIS TOLLWAY's fiber optic cable system. At each design engineering review stage as set forth in Section I (A). ILLINOIS TOLLWAY shall inform the VILLAGE in writing if such plans impact the ILLINOIS TOLLWAY's fiber optic system.
- H. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the VILLAGE under the S11-II PROJECT, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted. The VILLAGE and ILLINOIS TOLLWAY acknowledge that the design engineering plans at 60% completion stage do not impact the ILLINOIS TOLLWAY's infrastructure as contemplated in this subsection III (H). At each design engineering review stage as set forth in Section I (A). ILLINOIS TOLLWAY shall inform the VILLAGE in writing if such plans impact the ILLINOIS TOLLWAY's infrastructure as contemplated in this subsection III (H).

IV. CONSTRUCTION

- A. For construction during calendar year 2016, the ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the S11-I PROJECT to be constructed in accordance with the approved S11-I PROJECT plans and specifications.
- B. For construction during calendar year 2017, the VILLAGE shall advertise and receive bids, obtain the ILLINOIS TOLLWAY's concurrence as to the dollar amount of bids (for work to be funded wholly or partially by the ILLINOIS TOLLWAY before award), award the contract(s), provide construction engineering inspections and cause the S11-II PROJECT to be constructed in accordance with the approved S11-II PROJECT plans and specifications, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated. ILLINOIS TOLLWAY's concurrence under this Section IV (B) shall not be unreasonably withheld or delayed, and in the event no response is received by VILLAGE from the ILLINOIS TOLLWAY within thirty (30) days of receiving notice from the VILLAGE, ILLINOIS TOLLWAY shall be deemed to have concurred.
- C. After award of each of the PROJECTS, any material deviations from the plans and specifications shall be submitted to that 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 shall detail in writing its specific objections. If the PARTY fails to approve or disapprove of the deviation within ten (10) days after receipt of notice of the proposed deviation, such PARTY shall be deemed to have approved the proposed deviation.

- D. After award of each of the PROJECTS, assuming there are no material deviations from the plans and specifications, the ILLINOIS TOLLWAY and/or the VILLAGE shall provide no less than five (5) calendar days' written notice to the other PARTY prior to commencement of work on the PROJECT.
- E. The ILLINOIS TOLLWAY shall require that the VILLAGE, and its agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the VILLAGE 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) and subcontracts for the S11-I PROJECT. In addition, the ILLINOIS TOLLWAY must include contractual language in any of its contracts entered into in furtherance of this AGREEMENT requiring its contractor(s) to maintain documentation throughout the duration of this AGREEMENT evidencing the existence of required VILLAGE insurance coverage. The required insurance documentation shall include, but not limited to: copies of policies, certificates of insurance and additional insured endorsements.
- F. The VILLAGE shall require that the ILLINOIS TOLLWAY, and its agents, officers, directors and employees be named as "additional insured" PARTIES in the General Liability Insurance and any other type of insurance coverage that the VILLAGE requires of its contractor(s) and that the ILLINOIS TOLLWAY be added as an additional protected PARTY on all performance bonds required of the VILLAGE's contractor(s). The above referenced insurance requirements must be incorporated into any and all contract(s) and subcontracts for the S11-II PROJECT, construction, maintenance, or otherwise, that might be entered into in furtherance of this AGREEMENT. In addition, the VILLAGE must include contractual language in any of its contracts entered into in furtherance of this AGREEMENT requiring its contractor(s) to maintain documentation throughout the duration of this AGREEMENT evidencing the existence of required ILLINOIS TOLLWAY insurance coverage. The required insurance documentation shall include, but not be limited to: copies of policies, certificates of insurance and additional insured endorsements.
- G. Each PARTY, its contractor, subcontractors or vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by such PARTY, its contractor, vendor, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained. All coverage's must be with Insurance Companies with an A.M. Best Company financial strength rating of "A minus" or better.
- H. Scope of Insurance - Coverage shall be at least as broad as:
 - 1. Commercial General Liability - Include coverage for premises and operation, broad form property damage, products completed operations, independent contractor's personal

injury liability and contractual obligations. Policy coverage shall be on Insurance Service Office (ISO) occurrence form CG 00 01 12 04 (or a substitute form providing equivalent protection).

2. Business Automobile Liability – Covering owned hired and non-owned vehicles and includes any required uninsured and underinsured insurance coverage for all operators. Policy coverage shall be on the latest filed ISO occurrence form (or a substitute form providing equivalent protection).
 3. Workers’ Compensation Insurance - As required by the Workers’ Compensation Act of the State of Illinois. Contractor may use a Self-Insured plan if the plan is approved by the State of Illinois and certified by the Illinois Workers’ Compensation Commission.
 4. Excess/Umbrella Liability – To apply over the limits and coverage provided through Commercial General Liability, Business Automobile Liability and Employers Liability Insurance. Coverage shall include drop-down provisions if the underlying coverage is exhausted.
 5. Limits of Liability – Limits of liability will be provided for the following provisions, minimum limit requirements shown may be fulfilled with those indicated or the higher limits carried by the Contractor.
 6. Commercial General Liability – Limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual general aggregate. The general aggregate limit shall be endorsed on a per project basis. Products completed operations coverage will be maintained by the Contractor for a minimum of two (2) years following acceptance of work.
 7. Business Automobile Liability: Limit liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage per accident.
 8. Employers Liability of \$1,000,000 per accident, per disease, including voluntary compensation and where applicable, United States Longshoreman and Harbor Workers.
 9. Excess/Umbrella Liability – In addition to the limits of coverage specified in (1), (2) and (30) above, not less than \$5,000,000 per occurrence and annual aggregate per project will be maintained by the Contractor.
 10. Worker’s Compensation and Employers Liability: Statutory Limits with Employers Liability limit of \$500,000 per occurrence.
- I. The ILLINOIS TOLLWAY for S11-II PROJECT and the VILLAGE for S11-I Project shall be named “Additional Insured” for the commercial general liability and automobile liability coverage. This coverage shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess.
 - J. All deductibles or self-insured retentions must be declared and any self-insured retention in excess of \$50,000 must be approved and accepted by the PARTIES. Evidence of insurance shall be provided for review by the applicable PARTY and shall include originals of the applicable “additional insured” endorsements for approval of the PARTY

identified as “additional insured”. Any failure by the ILLINOIS TOLLWAY or VILLAGE to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.

- K. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the S11-I PROJECT that affects the VILLAGE's system. The ILLINOIS TOLLWAY 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 S11-II PROJECT that affects the ILLINOIS TOLLWAY's system. The PARTIES shall assign personnel to perform inspections on behalf of the respective PARTY of all work included in the PROJECTS that affects the PARTIES system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY and the Village Engineer of the VILLAGE advising the respective PARTY as to the identity of the individual(s) assigned to perform said inspections.
- L. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- M. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of 70% and 100% of all S11-I PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all S11-I PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the S11-I PROJECT shall be deemed accepted by the VILLAGE. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The VILLAGE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
 - 1. Within ninety (90) calendar days or as otherwise agreed, the PARTIES shall (i) provide the other PARTY all as-built plans, (ii) assign any and all applicable warranties, (iii) provide all applicable operation and maintenance manuals, and (iv) provide training classes regarding operation and maintenance of the applicable portions of the PROJECTS.
- N. The VILLAGE shall give notice to the ILLINOIS TOLLWAY upon completion of 70% and 100% of all S11-II PROJECT construction contracts to be subsequently maintained by the ILLINOIS TOLLWAY, and the ILLINOIS TOLLWAY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the ILLINOIS TOLLWAY does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all S11-II PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the S11-II

PROJECT shall be deemed accepted by the ILLINOIS TOLLWAY. At the request of the ILLINOIS TOLLWAY, the VILLAGE'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 ILLINOIS TOLLWAY's representative shall give immediate verbal notice to the VILLAGE's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the VILLAGE's Engineer. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The ILLINOIS TOLLWAY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the VILLAGE that the deficiencies have been remedied.

- O. 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 most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

V. FINANCIAL

- A. It is agreed by the PARTIES hereto that S11-I PROJECT and S11-II PROJECT final design engineering costs for 60% design, were \$397,600, and funded by VILLAGE as part of their in-kind contribution to offset a portion of the EOWA funding gap. The PARTIES acknowledge that the VILLAGE shall not be liable for any further funding of the design engineering costs.
- B. It is agreed by the PARTIES hereto that the costs associated with the Inspection Fees and Transfer Stamp Fees Ordinance 7-10B-3 for parcel acquisition within the VILLAGE jurisdictional limits will be waived by the VILLAGE as part of their in-kind contribution to offset a portion of the EOWA funding gap.
- C. The ILLINOIS TOLLWAY agrees to reimburse the VILLAGE for the design engineering (from 60% complete to 100% complete) costs for the S11-I PROJECT and S11-II PROJECT, estimated at \$886,225.00.
- D. The ILLINOIS TOLLWAY agrees to reimburse the VILLAGE for construction of the S11-II PROJECT improvements, estimated at \$10,329,443.00 for construction costs and \$944,000.00 for construction engineering, for a total estimated cost of \$11,273,443.00.
- E. In summary, the ILLINOIS TOLLWAY will reimburse the VILLAGE based on actual costs of the design (from 60% complete to 100% complete) of the S11-I PROJECT and the S11-II PROJECT (\$886,225) and of the construction of the S11-II PROJECT (\$11,273,443.00) or a total estimated cost of \$12,159,668.00.
- F. It is mutually agreed by the PARTIES that the estimated cost to the VILLAGE for the VILLAGE's IMPROVEMENTS is \$872,590.00 for construction costs, \$43,629.50 for preliminary and design engineering, and \$87,259.00 for construction engineering, for a

total estimated cost of \$1,003,478.50. The VILLAGE will credit the ILLINOIS TOLLWAY the actual costs associated with the VILLAGE IMPROVEMENTS. Such credit shall be applied when the ILLINOIS TOLLWAY is required to pay to the VILLAGE the REMAINDER SUM as set forth in Section V (I).

- G. The PARTIES agree that subsequent agreements will be required for future ILLINOIS TOLLWAY contracts in reference to the EOWA. The ILLINOIS TOLLWAY and the VILLAGE agree that the VILLAGE's estimated costs for the VILLAGE's IMPROVEMENTS as stated in this AGREEMENT are less than the cost of the ILLINOIS TOLLWAY reimbursement for final design and construction to the VILLAGE. Therefore the ILLINOIS TOLLWAY will credit the costs associated with the VILLAGE's IMPROVEMENTS towards the overall reimbursement amount to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY's cost responsibility is the difference between the total cost of actual design and actual construction reimbursement and the VILLAGE's IMPROVEMENTS, or an estimated total of \$11,156,189.50. The in-kind contributions outlined in this AGREEMENT are a donation and are not factored into the cost responsibilities for reimbursement. All payments shall be based upon actual final costs.
- H. It is further agreed that notwithstanding the estimated cost, the PARTIES shall be responsible for the actual costs associated with their responsibilities as described in the Recital section of this AGREEMENT.
- I. The ILLINOIS TOLLWAY agrees that upon award of the contract for the S11-II PROJECT and receipt of an invoice from the VILLAGE, the ILLINOIS TOLLWAY will pay to the VILLAGE, an amount equal to 80% of its estimated obligation incurred under this AGREEMENT (less such amount already paid to VILLAGE under Section V (D)), based upon actual bid prices, and will pay to said VILLAGE the remainder of its obligation in a lump sum, upon completion of the S11-II PROJECT, based on final costs (the "REMAINDER SUM").
- J. Either PARTY may request, after the construction contract(s) are let, that supplemental work that increases the total costs of any PROJECT or more costly substitute work be added to the construction contract(s). The PARTY implementing the construction contract(s) 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. Notwithstanding the foregoing, "supplemental work," as used herein, shall not include additional work resulting from subsurface or otherwise concealed physical conditions that differ materially from those indicated in the design plans or unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character of the PROJECTS.

VI. MAINTENANCE - DEFINITIONS

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

- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, graffiti 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, fences, 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.
 6. "Landscape/Vegetation maintenance" refers to the repair and upkeep of the landscape and vegetation in and around the facilities in compliance with applicable governmental ordinances, statutes and regulations.
- 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.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-294 and the Western Access in its entirety, (including without limitation its drainage facilities), as shown on the jurisdiction map attached hereto as "Exhibit A".
- B. The VILLAGE agrees to retain jurisdiction, maintain, or cause to maintain King Street, Addison Avenue, Powell Street, Acorn Lane, Runge Street, and the East and West Frontage Roads, as shown on Exhibit A, including all storm sewers, VILLAGE water mains, lighting, sidewalks and appurtenances associated with these local roads, in their entirety. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain and operate.
- C. The VILLAGE also agrees to maintain, or cause to be maintained Copenhagen Pond including the expanded portion and the two (2) detention basins located at Wolf Road and Addison Avenue, as shown on Exhibit A, any work located on VILLAGE right of way, or any work that is included in the PROJECTS for the VILLAGE in their entirety.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the VILLAGE shall continue to maintain all portions of the PROJECTS within the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the ILLINOIS TOLLWAY's right of way 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 VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall,

upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

- C. The VILLAGE and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.
- D. Nothing herein is intended to prevent or preclude the VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

It is understood and agreed that this is an AGREEMENT between the Village of Franklin Park and the Illinois State Toll Highway Authority.

- A. 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.
- B. Wherever in this AGREEMENT approval or review by either PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- C. 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.
- D. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the VILLAGE's 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 PROJECTS or in the carrying out of the terms of this AGREEMENT in reference to the PROJECTS, the decision of the Chief Engineer of the ILLINOIS TOLLWAY, shall be final.
- E. 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.
- F. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is Village of Franklin Park, 9500 W. Belmont Avenue, Franklin Park, Illinois 60131.

will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

- P. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that are less than the small purchase threshold amount established by the Illinois Procurement Code Rules, the VILLAGE shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds that are more than the small purchase threshold amount established by the Illinois Procurement Code Rules will require the VILLAGE to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the VILLAGE, the procedures of the ILLINOIS TOLLWAY will be used. The VILLAGE may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the ILLINOIS TOLLWAY authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

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

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 FRANKLIN PARK

By: _____
Barrett F. Pedersen, Village President

Attest: _____

(Please Print Name)

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 20714

Background

The Tollway Board of Directors previously approved Resolution No. 20624. This Resolution authorized the execution of an Intergovernmental Agreement (hereinafter referred to as "IGA") with the University of Nebraska (hereinafter referred to as "University"). The IGA required the University to conduct research for the Tollway's benefit related to guardrail safety. Specifically, it is anticipated that the study will focus on the safe installation of breakaway light poles near guardrail.

Subsequent to the passage of the above referenced Resolution, the University advised the Tollway that in order to receive the preferred overhead research rate quoted and approved with the above Resolution, the Nebraska Department of Roads must be added to the IGA as a necessary party. This Resolution amends Resolution 20624 to include the Nebraska Department of Roads as a party to the previously approved Intergovernmental Agreement.

Resolution

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



Approved by: _____
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE NEBRASKA DEPARTMENT OF ROADS
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF NEBRASKA
FOR THE GUIDELINES FOR PLACEMENT OF BREAKAWAY LIGHT POLES
BEHIND MIDWEST GUARDRAIL SYSTEM**

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 NEBRASKA DEPARTMENT OF ROADS, acting by and through its Midwest Pooled Fund Program hereinafter called the "NDOR", and THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF THE UNIVERSITY OF NEBRASKA-LINCOLN, a body politic and corporate of the State of Nebraska, hereinafter called the "UNIVERSITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, light poles are commonly found along the ILLINOIS TOLLWAY to provide proper illumination to critical areas of the Toll Highway and often must be placed close to the roadway in areas where guardrail is present; and

WHEREAS, several concerns exist when placing light poles in close proximity to guardrail that may affect the guardrails ability to safely contain and redirect vehicles; and

WHEREAS, while the use of breakaway light poles may mitigate these concerns to some degree, the interaction between a guardrail system and closely positioned light poles requires further investigation; and

WHEREAS, the NDOR has a research agreement in place with the UNIVERSITY to facilitate and oversee research efforts related to roadside safety, including guardrail safety. The UNIVERSITY has demonstrated the necessary expertise and possesses the facilities necessary to perform research and to develop design guidelines for the safe placement of light poles through its "Midwest Roadside Safety Facility" located at the University of Nebraska-Lincoln; and

WHEREAS, the ILLINOIS TOLLWAY, NDOR, and the UNIVERSITY by this instrument, which shall be known as Project RR-15-9177, desire to outline and establish their respective responsibilities toward implementation and funding of the research and development of the design guidelines for safe placement of light poles. A copy of the UNIVERSITY's proposal titled "APPENDIX C: PROPOSAL COVER SHEET FOR SOLICITATION # 14-02" dated December 18, 2014, (hereinafter referred to as the "PROPOSAL") is incorporated by reference and attached to this AGREEMENT as "EXHIBIT A"; and

WHEREAS, NDOR is involved because of its existing pooled fund study agreement and the PARTIES understand that the research and deliverable under this AGREEMENT will be solely completed by the UNIVERSITY; 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, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

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

ARTICLE I – Sponsorship/Scope

- A. The ILLINOIS TOLLWAY agrees to sponsor UNIVERSITY, with funding through NDOR in the research and development of policies for the safe placement of ILLINOIS TOLLWAY standard light poles behind Midwest Guardrail System (MGS).
- B. NDOR and the UNIVERSITY shall provide the ILLINOIS TOLLWAY with guidelines and policy recommendations for placement of breakaway light poles behind MGS.
- C. The objectives of this AGREEMENT will be achieved by the UNIVERSITY utilizing computer simulations of various pole offsets and critical impact points to determine the minimal pole offset for the MGS with standard post spacing and the recommended configuration for full-scale testing. Full-scale crash testing will be conducted to evaluate the minimum proposed pole offset according to the AASHTO MASH Test Level 3 (TL-3) impact safety requirements in MASH. The results of the crash testing, computer simulation and previous testing of the MGS system will be applied to develop pole placement guidance for the MGS.

ARTICLE II - Tasks

- A. The tasks as outlined in this plan are detailed in the PROPOSAL that is included herein as EXHIBIT A. The schedule for deliverables of any task shall comply with the PROPOSAL in EXHIBIT A and be compliant with the ILLINOIS TOLLWAY's original request for a proposal.
- B. The tasks shall be performed in substantial conformance with the Major Task List – Phase I and Major Task List – Phase II of the PROPOSAL.

ARTICLE III – Expected Outcomes and Benefits

- A. The successful development and evaluation by the UNIVERSITY of a minimal offset for light poles placed adjacent to the MGS which is expected to allow the ILLINOIS TOLLWAY to reduce light pole relocations in upcoming construction projects and avoid relocations in projects that are currently underway.
- B. Minimize construction costs by avoiding or reducing light pole relocations when a minimum clearance distance is satisfied.
- C. Reduce the need for supplemental lighting, planning, and analysis of lighting impacts due to light pole relocations.

- D. A recommendation consisting of modifications to the ILLINOIS TOLLWAY standard drawings and manuals.
- E. Suggested guidance regarding clearance distance for similar, breakaway devices.
- F. Obtain Federal Highway Administration Eligibility Letter for proposed clearance distance for breakaway devices.

ARTICLE IV – Deliverables

The following are items and materials to be delivered by the UNIVERSITY to the ILLINOIS TOLLWAY (hereinafter referred to as “DELIVERABLES”).

- A. Federal Highway Administration Eligibility Letter for proposed clearance distances for breakaway devices.
- B. One (1) page technical summary of report.
- C. Provide the ILLINOIS TOLLWAY with quarterly briefings (electronic memo) of findings as well as a summary of student involvement.
- D. Two (2) hardcopies and one (1) electronic copy (PDF) of final report.
- E. Archive to a DVD the MASH TL-3 crash videos.
- F. Other materials and reports referenced in the AGREEMENT.

ARTICLE V – Financial Terms

- A. The ILLINOIS TOLLWAY, as sponsor, will fund the UNIVERSITY, pursuant to the provisions of this AGREEMENT.
- B. The funding for the research and development of guidelines for placement of breakaway light poles behind Midwest Guardrail System shall be provided directly by the ILLINOIS TOLLWAY to the NDOR, the agency that oversees the Midwest Pooled Fund Program. NDOR shall facilitate and coordinate the research with the UNIVERSITY.
- C. The UNIVERSITY shall submit an invoice to NDOR which shall include a detailed description of the services performed, administration costs of performance, and all other charges as contemplated by this AGREEMENT in substantial conformance with Table 1 and Table 2 included in the PROPOSAL by the UNIVERSITY.
- D. The NDOR will be paid based upon its invoice(s); shall be responsible for paying the UNIVERSITY when payment is received from the ILLINOIS TOLLWAY.

- E. The UNIVERSITY shall certify in writing, upon presentment of each invoice hereunder, that work as invoiced has been actually performed and that the UNIVERSITY is in fact complying with all other provisions of this AGREEMENT. Invoicing shall be sufficiently itemized to permit the ILLINOIS TOLLWAY or its consultant(s) or cooperating governmental unit(s) to verify performance of the invoiced work.
- F. NDOR shall notify the ILLINOIS TOLLWAY if NDOR obtains information indicating that the UNIVERSITY is not meeting its obligations under the AGREEMENT.
- G. It is mutually agreed that the estimated budget and upper limit of compensation shall not exceed \$262,603 for the term of this AGREEMENT which shall be from the date of execution of this AGREEMENT through twenty-four (24) months.

ARTICLE VI – Work Product and Documents

- A. The UNIVERSITY shall retain title to equipment and all other items purchased with the funds provided by the ILLINOIS TOLLWAY under this AGREEMENT.
- B. **Confidential Data.** Any data, regardless of its form, received from the ILLINOIS TOLLWAY, shall be considered Confidential Data. Disclosure of Confidential Data, which shall include, but not be limited to written, oral or visual disclosures, shall not be disclosed except as may be required under Nebraska law, without the advanced written approval of the other PARTY. The receiving PARTY must return any and all data collected, maintained, used or resulting from the ILLINOIS TOLLWAY's Confidential Data in the course of the performance of the AGREEMENT at the conclusion of this AGREEMENT, or earlier if requested by the other PARTY. In the alternative, the receiving PARTY may provide written certification of the destruction of the Confidential Data to the other PARTY. The foregoing obligations shall not apply to Confidential Data or information lawfully in the receiving PARTY's possession prior to its acquisition from the disclosing PARTY if Confidential Data was; 1) received in good faith from a third-party not subject to any confidentiality obligation to the disclosing PARTY; 2) now is or later becomes publicly known through no breach of confidentiality obligation by the receiving PARTY; or 3) is independently developed by the receiving PARTY without the use or benefit of the disclosing PARTY's confidential information.
- C. If the NDOR and/or the UNIVERSITY receive a request under the Illinois Freedom of Information Act, the Nebraska Public Records Act, or a request by legal process to disclose confidential information. The NDOR and/or the UNIVERSITY will provide prompt notice to the ILLINOIS TOLLWAY, and will not release any documents until at least five (5) business days after providing the ILLINOIS TOLLWAY with notice and an opportunity to object.
- D. **OWNERSHIP.** Deliverables are those tangible items and the intangible (intellectual) property identified and included in Exhibit A. The NDOR and the UNIVERSITY grants the ILLINOIS TOLLWAY shared ownership of all such work product identified and detailed in Exhibit A as a Deliverable except as detailed within this paragraph. The NDOR and the UNIVERSITY shall retain the rights to all methodologies, technologies, algorithms, source codes, simulation analysis and know-how described and/or incorporated in the Deliverables for the development of the use of the guidelines for placement of breakaway light poles behind Midwest Guardrail System. Each PARTY

retains the rights to use, modify, maintain, and create derivative works from the jointly-owned property of these Deliverables. The ILLINOIS TOLLWAY, NDOR and the UNIVERSITY retain the rights to (a) use the Deliverables containing both UNIVERSITY Intellectual Property and Jointly Owned Intellectual Property for research and academic purposes; (b) continue further development of these specific Deliverables; and (c) share these specific Deliverables with public bodies provided the NDOR and the UNIVERSITY recognizes the contributions of the ILLINOIS TOLLWAY.

- E. **FORMAT.** All research and development of the guidelines for placement of breakaway light poles behind Midwest Guardrail System shall be developed by UNIVERSITY using the Microsoft Excel program.

ARTICLE VII – Term and Termination

- A. The tasks shall be performed beginning upon the date of execution of this AGREEMENT through twenty-four (24) months.
- B. In the event of any termination prior to completion of the research and development of the guidelines for placement of breakaway light poles behind Midwest Guardrail System, the ILLINOIS TOLLWAY will pay for all costs incurred through the date of termination including all non-cancelable obligations, even though obligations may extend beyond the termination date. The UNIVERSITY will furnish to the ILLINOIS TOLLWAY a final technical report summarizing the work performed and results thereof, through the date of termination.

ARTICLE VIII – General Provisions

- A. The NDOR and the UNIVERSITY shall acknowledge the contribution and participation of the ILLINOIS TOLLWAY in the implementation of the guidelines for placement of breakaway light poles behind Midwest Guardrail System. Such acknowledgement shall be made in any project reports or presentations.
- B. Each PARTY shall be responsible for injuries to persons and damages to tangible property to the extent caused by its actions, inactions, errors and omissions, including those of its officers, employees and agents, acting in the scope of their employment or agency, in performing this AGREEMENT.
- C. The UNIVERSITY agrees that in the performance of this AGREEMENT and the implementation of the guidelines for placement of breakaway light poles behind Midwest Guardrail System, the UNIVERSITY including its officers, employees and agents will comply with all applicable state, federal and local statutes, ordinances and regulations.
- D. Each PARTY represents that no person or agency has been employed to solicit, secure or facilitate this AGREEMENT for a commission, percentage, brokerage or contingent fee.
- E. This AGREEMENT may not be assigned or transferred by any PARTY without the prior written consent of the other.
- F. 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.

- G. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- H. 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. NDOR hereby designates Jodi Gibson.
- I. In the event of a dispute of fact between UNIVERSITY, the NDOR and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Research Coordinator of the NDOR and the Research Associate Professor and Director of the UNIVERSITY shall meet and resolve the issue. The decision of the Chief Engineer regarding questions of fact will be final only after the Chief Engineer has made "best efforts" to resolve the dispute. This clause will not be interpreted to restrict NDOR from exercising any or all remedies allowed NDOR under Nebraska law.
- 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. Under penalties of perjury, the UNIVERSITY certifies that its correct Federal Tax Identification number is 47-0049123 and it is doing business as a governmental entity, whose mailing address is University of Nebraska-Lincoln, Office of Sponsored Programs, 2200 Vine Street, 151 Whittier Research Center, Lincoln, Nebraska 68583-0861.
- L. Under penalties of perjury, the NDOR certifies that its correct Federal Tax Identification number is 47-0491233 and it is doing business as a governmental entity, whose mailing address is Nebraska Department of Roads, Materials and Research, 1500 Nebraska Highway 2, Lincoln, Nebraska 68502.
- M. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- N. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- O. The failure by the ILLINOIS TOLLWAY, the NDOR or the UNIVERSITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the PARTIES unless such provision is waived in writing.

or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$31,300.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the NDOR and/or the UNIVERSITY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the NDOR and/or the UNIVERSITY, the procedures of the ILLINOIS TOLLWAY will be used. The NDOR and/or the UNIVERSITY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the ILLINOIS TOLLWAY authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

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

- W. 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 BOARD OF TRUSTEES OF THE UNIVERSITY OF NEBRASKA

By: _____

Attest: _____

Ronald K. Faller, Ph.D., P.E.
Research Associate Professor
& Director

Christine A. Jackson, Vice
Chancellor, Business and
Finance

Date: _____

THE NEBRASKA DEPARTMENT OF ROADS

By: _____
Mick Syslo, Material and
Research Engineer

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 20715

Background

It is in the best interest of the Illinois State Toll Highway Authority (hereinafter referred to as "Tollway") to enter into an Intergovernmental Agreement with the Illinois State Police. The Tollway expects to procure new police motorcycles for District 15. However, they will not become available until the fall of this year. To allow the Tollway and District 15 to have the benefit of patrol motorcycles during the summer months, the Illinois State Police has agreed to loan the Tollway four of its motorcycles. The Tollway will insure and maintain the borrowed motorcycles. It is anticipated that the Tollway will have possession of the motorcycles from June 1, 2015 through Labor Day weekend.

Resolution

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



Approved by: _____
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS STATE POLICE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 28th day of May, 2015, by and between The Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "Illinois Tollway", and The Illinois State Police, a Law Enforcement Agency of the State of Illinois, hereinafter called the "ISP", individually referred to as "Party", and collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the Illinois Tollway has an operating agreement with the ISP, which has been amended from time to time, whereby the ISP patrols the Illinois Tollway "Agreement"; and

WHEREAS, the terms of the operating agreement generally requires the Illinois Tollway to provide its ISP unit (District 15) with vehicles, uniforms, ammunition, etc. at the expense of the Illinois Tollway; and

WHEREAS, with the 2015 summer months approaching, it would be helpful if the Illinois Tollway had police style patrol motorcycles "Motorcycles" available to patrol the Illinois Tollways and perform other police related functions; and

WHEREAS, the ISP currently has approximately four (4) Motorcycles available that it is interested in loaning to the Illinois Tollway; and

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

WHEREAS, the ISP by virtue of its powers as set forth in the "State Police Act," 20 ILCS 2610 *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. TERM AND TERMINATION

- A. The Parties agree that the term of this Agreement shall commence upon the execution date by both Parties to of this document and continue through September 31, 2015, with the option to extend the agreement upon the mutual agreement of the Parties.

II. COMPENSATION

- A. The ISP does not require any compensation for the use of its Motorcycles.

III. STIPULATIONS

- A. The ISP will make approximately four (4) Motorcycles available for the Illinois Tollway's use during the term of this Agreement.
- B. The Illinois Tollway shall maintain the Motorcycles as appropriate.
- C. The Illinois Tollway will either directly insure the Motorcycles, or if for any reason the Illinois Tollway is unable to insure the Motorcycles, if requested by the ISP, it shall reimburse the ISP for the associated insurance costs.

IV. GENERAL PROVISIONS

- A. It is understood and agreed that this is an Agreement between the Illinois State Police and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this Agreement constitutes the complete and exclusive statement of the agreement of the Parties relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this Agreement approval or review by either the ISP or the Illinois Tollway is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. 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.
- E. Under penalties of perjury, the ISP certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is _____.
- F. This Agreement may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- G. 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 ISP:

The Illinois State Police

- H. The Parties certify that they are not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- I. The Parties certify that neither agency, nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- J. Forced Labor. The Parties certify that they comply with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the Illinois Tollway under this AGREEMENT have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- K. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$31,300.00 and \$20,000.00 for professional and artistic services) the ISP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$31,300.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the ISP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the ISP, the procedures of the Illinois Tollway will be used. The ISP may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Illinois Tollway authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.
- L. 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 STATE POLICE

By: _____

_____, Director

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

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