

RESOLUTION NO. 20327

**Background**

It is in the best interest of The Illinois State Toll Highway Authority to appoint a Tollway Secretary.

**Resolution**

Ms. Christi Regnery is appointed Tollway Secretary and Open Meetings Act Officer of the Illinois State Toll Highway Authority effective April 24, 2014. The Executive Director is authorized to establish a reasonable salary and standard Tollway employee benefits for the Tollway Secretary. As Tollway Secretary, Ms. Regnery shall be responsible for the day-to-day management of Board-related operations, reporting to the Chair and the Board of Directors and is to perform all duties for the Tollway consistent with this appointment.

Approved by:   
Chair


## RESOLUTION NO. 20329

**Background**

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Computerized Fuel Management System Maintenance from AssetWorks LLC (Contract No. 07-0024). It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to issue a Change Order to increase the upper dollar limit of said contract by \$30,000.00 for the purchase of additional Computerized Fuel Management System Maintenance.

**Resolution**

A Change Order increasing the upper dollar limit of compensation of Contract No. 07-0024 by \$30,000.00 (from \$548,800.00 to \$578,800.00) for the purchase of additional Computerized Fuel Management System Maintenance from AssetWorks LLC is accepted; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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

Chair

## RESOLUTION NO. 20328

**Background**

Consistent with good business practice, and specifically pursuant to Article VII, Section 715 of the Trust Indenture of The Illinois State Toll Highway Authority (“Tollway”), the Tollway is required to obtain insurance coverage for the protection of Tollway property and personnel, as well as for claims of injury and property damage to others. The amounts of coverage have been confirmed as necessary and adequate by the Consulting Engineers to the Tollway.

Pursuant to the applicable provisions of the Illinois Procurement Code and CMS's procurement rules, the Tollway issued a Request for Proposals (RFP# 11-0017) to procure commercial general liability, business auto liability and excess liability insurance policies.

In 2011, the Tollway received a proposal in response to the RFP from USI-Midwest, an insurance broker that included quotations from six different insurance carriers that combine to provide the layers of insurance protection requested in the RFP. The proposal from the insurance carriers was approved by the Board on April 28, 2011 per Resolution No. 19375 and provided for an initial one-year term with the option of four one-year renewals.

It is in the best interest of the Tollway to exercise the third one-year renewal option through USI-Midwest in order to maintain these appropriate policies for Tollway operations, including coverage under the Terrorism Risk Insurance Act (TRIA).

**Resolution**

The Insurance Company of the State of Pennsylvania is approved to provide General Liability and Automobile Liability coverage, including coverage under the Terrorism Risk Insurance Act, for the period June 1, 2014 to May 31, 2015, with a primary layer limit of \$20,000,000 per occurrence, \$40,000,000 annual aggregate for non-auto Liability, (subject to a retention of \$500,000 per occurrence), and \$20,000,000 per occurrence for Automobile Liability (subject to a retention of \$250,000 per occurrence).

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**Resolution – Continued**

It is acknowledged that USI-Midwest has secured offers from the carriers identified in Resolution No. 19375 to provide layers of excess liability coverage for the period of June 1, 2014 to May 31, 2015 for a combined limit of \$130,000,000 per occurrence and in the aggregate in excess of the primary layer coverage.

All stated policies, related coverages and the broker service fee will be secured for total premiums and fees not to exceed \$1,028,013, including any applicable surplus lines tax; and such liability coverage is approved with all coverage obtained and paid through USI-Midwest.

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

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

Chair

## RESOLUTION NO. 20330

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring System Integrator Services for the Customer Service Center and Violation Processing System. Pursuant to Tollway Request for Proposal No. 13-0082, which proposals were evaluated by a selection committee, the Tollway has determined that Jacobs Engineering Group, Inc. provides the best value for System Integrator Services for an upper limit of compensation not to exceed \$2,420,000.00.

**Resolution**

The proposal from Jacobs Engineering Group, Inc. is accepted; Contract No. 13-0082 is approved in an amount not to exceed \$2,420,000.00; the Tollway's Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20331

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-4182 for Advance Utility Work at Maintenance Facility M-1 (Alsip) on the Tri-State Tollway (I-294) at Milepost 12.0 (Cicero Avenue). The lowest responsible bidder on Contract No. RR-14-4182 is John Burns Construction Company in the amount of \$632,777.77.

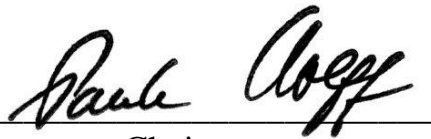
**Resolution**

Contract No. RR-14-4182 is awarded to John Burns Construction Company in the amount of \$632,777.77, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

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



Chair

## RESOLUTION NO. 20332

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-14-4632 for Building Removal on the Elgin O'Hare Expressway (IL 390) and the Elgin O'Hare Western Access. The lowest responsible bidder on Contract No. I-14-4632 is Fox Excavating, Inc. in the amount of \$2,328,180.00.

**Resolution**

Contract No. I-14-4632 is awarded to Fox Excavating, Inc. in the amount of \$2,328,180.00, 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. 20333

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-5692 for Grand Avenue Interchange Reconstruction and Systemwide Repairs on the Tri-State Tollway (I-94) from Milepost 27.0 (West Fork Chicago River) to Milepost 4.5 (Waukegan Toll Plaza 21), the Tri-State Tollway (I-294) from Milepost 49.0 (Willow Road) to Milepost 40.2 (I-190) and the Veterans Memorial Tollway (I-355) at Milepost 18.3 (Maple Avenue). The lowest responsible bidder on Contract No. RR-14-5692 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$24,473,924.60.

**Resolution**

Contract No. RR-14-5692 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$24,473,924.60, 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. 20334

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4144R for Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) at Milepost 55.7 (Fox River). The lowest responsible bidder on Contract No. I-13-4144R is Kenny/Kraemer Joint Venture in the amount of \$75,412,944.69.

**Resolution**

Contract No. I-13-4144R is awarded to Kenny/Kraemer Joint Venture in the amount of \$75,412,944.69, 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. 20335

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20028 approved on July 25, 2013, entered into Contract No. I-13-4133 with Curran Contracting Company for Widening and Reconstruction on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 24.9 (Genoa Road) to Milepost 33.5 (Anthony Road). This Change Order / Extra Work Order is to provide for alternate pavement construction options; and the work identified by the contractor is necessary and in the best interest of the Tollway.

**Resolution**

The Change Order / Extra Work Order in the amount of \$1,116,638.98 increasing the upper limit of compensation from \$50,702,944.19 to \$51,819,583.17 on Contract No. I-13-4133 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20336

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20005 approved on June 27, 2013, entered into Contract No. I-13-4115 with Plote Construction, Inc. for Widening and Reconstruction on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 49.7 (Union Pacific Railroad) to Milepost 53.6 (West of the Elgin Toll Plaza). This Change Order / Extra Work Order is to provide for alternate pavement construction options; and the work identified by the contractor is necessary and in the best interest of the Tollway.

**Resolution**

The Change Order / Extra Work Order in the amount of \$296,748.70 increasing the upper limit of compensation from \$42,659,226.11 to \$42,955,974.81 on Contract No. I-13-4115 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20337

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20006 approved on June 27, 2013, entered into Contract No. I-13-4124 with Plote Construction, Inc. for Widening and Reconstruction on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 45.8 (West of IL 47) to Milepost 49.7 (West of the Union Pacific Railroad). This Change Order / Extra Work Order is to provide for alternate pavement construction options; and the work identified by the contractor is necessary and in the best interest of the Tollway.

**Resolution**

The Change Order / Extra Work Order in the amount of \$588,238.45 increasing the upper limit of compensation from \$31,499,106.90 to \$32,087,345.35 on Contract No. I-13-4124 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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



Chair

## RESOLUTION NO. 20338

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19661 approved on March 22, 2012, entered into Contract I-11-4000 with Plote Construction Inc. for Reconstruction on the Jane Addams Memorial Tollway (I-90) and IL Route 47 Interchange, Milepost 45.6 (Sandwald Road) and Milepost 47.3 (IL Route 47). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

**Resolution**

Release of retainage in excess of \$50,000.00 on Contract No. I-11-4000 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

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



Chair

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RESOLUTION NO. 20339

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20007 approved on June 27, 2013, entered into Contract RR-13-5666 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Intermittent Pavement Repair, Ramp, and Parking Lot Rehabilitation on the Reagan Memorial Tollway (I-88) from Milepost 56.4 (Toll Plaza 69) to Milepost 138.5. To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

**Resolution**

Release of retainage in excess of \$66,325.33 on Contract No. RR-13-5666 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.

Approved by:   
Chair

RESOLUTION NO. 20340  
AMENDING RESOLUTION NO. 20317

**Background**

Resolution 20227 amends Resolution 19882 which amended Resolution 19584 that 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 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 20317 must be amended to identify and add additional parcels and to provide Land Acquisition the continued 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 (1<sup>st</sup> 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 20317 identifies added parcels and satisfies this requirement.

**Resolution**

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

RESOLUTION NO. 20340  
AMENDING RESOLUTION NO. 20317

**Resolution – Continued**

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

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

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



Chair



4/24/14

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RESOLUTION NO. 20340  
AMENDING RESOLUTION NO. 20317

**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**

<b>Elmhurst Road Interchange</b>	<b>PREVIOUSLY IDENTIFIED</b>
<b><u>PARCEL NUMBER</u></b>	<b><u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u></b>
NW-7A-12-001	08-25-302-001
NW-7A-12-002	08-25-300-001
NW-7A-12-008	08-25-100-006, 08-25-101-004, 08-25-101-005 08-25-102-015, 08-25-102-017, 08-25-103-004
NW-7A-12-010	08-24-304-015
NW-7A-12-011	08-24-304-005, 08-25-304-006
NW-7A-12-013	08-24-304-002, 08-24-304-003, 08-24-304-004, 08-24-304-009, 08-24-304-010, 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, 08-23-402-013
NW-7A-12-040	08-26-401-024, 08-26-411-006, 08-26-411-008 & 08-26-411-010
NW-7A-12-041	08-24-303-012
NW-7A-12-043	08-24-303-011
NW-7A-12-044	08-24-303-025 & 08-24-303-026
NW-7A-12-050	08-24-302-021 & 08-24-302-022

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

**Elmhurst Road Interchange**

**PREVIOUSLY IDENTIFIED**

**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**

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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**

<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
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

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

**Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED**

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-176	03-07-204-005 & 03-07-217-014	DuPage
EO-1B-12-177	03-07-204-006 & 03-07-217-015	DuPage
EO-1B-12-178	03-07-204-007 & 03-07-217-016	DuPage
EO-1B-12-179	03-07-204-008 & 03-07-217-017	DuPage
EO-1B-12-180	03-07-204-009 & 03-07-217-018	DuPage
EO-1B-12-181	03-07-217-019	DuPage
EO-1B-12-182	03-07-217-021 & 03-07-217-022	DuPage
EO-1B-12-903	That part of Clover Ridge Lane lying within Clover Ridge Subdivision of part of the southeast quarter of section 6, township 40 north, range 11	DuPage
EO-1A-12-026	03-06-101-015 & 03-06-201-005	DuPage
EO-1B-12-004	03-05-404-003	DuPage
EO-1B-12-005	03-05-404-002	DuPage
EO-1B-12-007	03-05-404-032	DuPage
EO-1B-12-008	03-05-405-030	DuPage
EO-1B-12-011	03-05-405-021	DuPage
EO-1B-12-012	03-05-405-027	DuPage
EO-1B-12-013	03-05-405-028 & 03-05-405-029	DuPage
EO-1B-12-075	03-05-309-001	DuPage
EO-1B-12-078	03-05-300-018	DuPage
EO-1B-12-081	03-05-400-002	DuPage
EO-1B-12-083	03-05-200-028	DuPage
EO-1B-12-084	03-05-400-003	DuPage
EO-1B-12-146	03-05-302-054	DuPage
EO-1B-12-155	03-05-302-073	DuPage

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

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

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>		<b>County</b>
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
EO-1B-12-086	03-05-200-034, 03-05-200-035		DuPage
EO-1B-12-098	That part of lot 8 in Addison Township Supervisor's Assessment Plat No. 15, being part of the east half of Section 5 Township 40 north, Range 11		DuPage
EO-1B-12-183	03-05-404-004		DuPage
EO-1B-12-067	03-11-202-036		DuPage
EO-1B-12-085	03-05-200-030		DuPage
EO-1B-12-134	03-03-400-001		DuPage
EO-1B-12-135	03-03-400-029		DuPage
EO-1B-12-905	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11		DuPage
EO-1B-12-920	THAT PART OF LOT 3 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11		DuPage
EO-1B-12-921	THAT PART OF LOT 2 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11		DuPage
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



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

**Elgin O'Hare Western Access      PREVIOUSLY IDENTIFIED**

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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
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

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

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

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

**Elgin O'Hare Western Access      ADDED IDENTIFIED PARCELS**

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
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-7-12-001	15-06-100-033	Cook
TW-7-12-002	15-06-100-011	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	12-19-400-104	Cook

## RESOLUTION NO. 20341

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with Spring Township and Spring Township Road District regarding improvements to the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39. Under this Agreement, Spring Township Road District agrees to certain bridge maintenance responsibilities, following the Tollway’s reconstruction of the bridges carrying Shattuck Road and Johnson Road over I-90. Maintenance areas that Spring Township will assume include pavement, curb and gutter, shoulders, signing and pavement markings, guardrail, approach slabs, and approach embankments outside access control fences and the certain portions of the grade elevation structures.

**Resolution**

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority, Spring Township and Spring Township Road District in substantially the form attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.

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



Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
SPRING TOWNSHIP  
AND  
THE SPRING TOWNSHIP ROAD DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", SPRING TOWNSHIP, an Illinois unit of local government, hereinafter called the "TOWNSHIP" and SPRING TOWNSHIP ROAD DISTRICT, a body politic and corporate of the State of Illinois, hereinafter called the "ROAD DISTRICT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), and included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-13-4163 (hereinafter referred to as the "PROJECT") by making the following improvements:

Remove and replace the Johnson Road Bridge over I-90, and remove and replace the Shattuck Road Bridge over I-90. The existing approach slabs will be removed and replaced, installing storm drainage, installing guardrail, signing, pavement marking, landscaping, and all work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the ILLINOIS TOLLWAY, the TOWNSHIP and the ROAD DISTRICT by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT 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 TOWNSHIP by virtue of its powers as set forth in the Township Code 60 ILCS 1/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, the ROAD DISTRICT, by virtue of its powers as set forth in the Illinois Highway Code, 605 ILCS 5/6-101, *et seq.* is authorized to enter into this AGREEMENT; and

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

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

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The TOWNSHIP and ROAD DISTRICT shall review the plans and specifications which impact the TOWNSHIP's maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the TOWNSHIP and ROAD DISTRICT within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the TOWNSHIP and ROAD DISTRICT shall mean the TOWNSHIP and ROAD DISTRICT agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the ROAD DISTRICT's maintained highways within the TOWNSHIP. In the event of disapproval, the TOWNSHIP and ROAD DISTRICT will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the TOWNSHIP and the ROAD DISTRICT by the ILLINOIS TOLLWAY.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, TOWNSHIP, ROAD DISTRICT, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The TOWNSHIP and ROAD DISTRICT shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the TOWNSHIP or ROAD DISTRICT.

## **II. RIGHT OF WAY**

- A. The acquisition or transfer of right of way is not required from the TOWNSHIP or ROAD DISTRICT for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the TOWNSHIP's or ROAD DISTRICT's right of way or of the ILLINOIS TOLLWAY's right of way.
- B. It is understood that neither the TOWNSHIP, nor the ROAD DISTRICT, nor the ILLINOIS TOLLWAY have consented in this AGREEMENT to the transfer of any interest in the TOWNSHIP's, ROAD DISTRICT's or the ILLINOIS TOLLWAY's property or rights of way which the TOWNSHIP, ROAD DISTRICT or the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their respective highway systems.
- C. In the event, the ILLINOIS TOLLWAY identifies areas of the TOWNSHIP's or ROAD DISTRICT's right of way needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to complete the PROJECT, the TOWNSHIP and/or ROAD DISTRICT, shall issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the TOWNSHIP and/or ROAD DISTRICT shall waive the contractor's surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an "as good as – or – better" than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the TOWNSHIP and/or ROAD DISTRICT.

### **III. UTILITY RELOCATION**

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

- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of ROAD DISTRICT jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the ROAD DISTRICT.
- E. At all locations where utilities are located on TOWNSHIP and/or ROAD DISTRICT rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the TOWNSHIP and ROAD DISTRICT agree to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the TOWNSHIP and ROAD DISTRICT for any and all out of pocket costs the TOWNSHIP and/or ROAD DISTRICT may incur, respectively, in causing the aforementioned utility or utilities to be adjusted.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the TOWNSHIP and/or ROAD DISTRICT shall be submitted to the TOWNSHIP and ROAD DISTRICT for approval prior to commencing such work. The TOWNSHIP and ROAD DISTRICT shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the TOWNSHIP and/or ROAD DISTRICT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the TOWNSHIP and/or ROAD DISTRICT within thirty (30) calendar days after delivery to the TOWNSHIP and ROAD DISTRICT of the proposed deviation, the proposed deviation shall be deemed approved by the ROAD DISTRICT.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the TOWNSHIP and/or ROAD DISTRICT, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the ROAD DISTRICT prior to commencement of work on the PROJECT.
- D. The ROAD DISTRICT and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the ROAD DISTRICT's system. The ROAD DISTRICT shall assign personnel to perform inspections on behalf of the ROAD DISTRICT of all work included in the PROJECT that affects the ROAD DISTRICT's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.



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

## **V. FINANCIAL**

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Either the ROAD DISTRICT or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **VI. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the TOWNSHIP and the ROAD DISTRICT.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the ROAD DISTRICT.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
  - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.

2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
  3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
  4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
  5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.

- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:

Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.

Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

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

**VII. MAINTENANCE - RESPONSIBILITIES**

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety.
- B. The ROAD DISTRICT agrees to maintain, or cause to maintain, Johnson Road and Shattuck Road in their entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph O above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Johnson Road
Type 2	Shattuck Road

Type 2 – ROAD DISTRICT Roadway over ILLINOIS TOLLWAY Right of Way

- 1. The ROAD DISTRICT has all maintenance responsibility as to the following:
  - a. All ROAD DISTRICT right of way and ROAD DISTRICT highway roadway approaches to the grade separation structures, including but not limited to pavement, curb and gutter, shoulders, signing and pavement markings, guardrail, approach slabs, and approach embankments outside access control fences.

- b. The following portions of the grade elevation structures:
    - i. The wearing surface above the top layer of reinforcement;
    - ii. The parapet walls, guardrails, railings, curbs, etc.;
    - iii. Drainage facilities above structural beams and girders;
    - iv. All ROAD DISTRICT signals and signs;
    - v. All drainage facilities carrying exclusively ROAD DISTRICT drainage;
    - vi. All other roadway appurtenances that is accessible from the bridge decks.
  - c. The ROAD DISTRICT's obligations as set forth above shall be limited to the greater of \$20,000 annually, or such financial amount as the ROAD DISTRICT, in its opinion, can afford from its budget annually for such work. If the ROAD DISTRICT cannot perform its maintenance responsibilities as stated above because of budget or other extraneous reasons, then the ROAD DISTRICT shall inform the ILLINOIS TOLLWAY immediately by telephone or electronic mail. The Chief Engineer of the ILLINOIS TOLLWAY, the TOWNSHIP's Supervisor, and the ROAD DISTRICT's Highway Commissioner shall meet and resolve the issue.
2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the ROAD DISTRICT as set forth herein, including but not limited to the following:
    - a. The decks, below the wearing surface and above the structural beams;
    - b. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
    - c. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
    - d. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
    - e. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
    - f. All underpass lighting.

- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and comment on the following:
1. Any and all signage affixed to the grade separation structures or placed on ILLINOIS TOLLWAY right of way;
  2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY that exceed the limits set forth in 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.604 (Practical Maximum Weights);
  3. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves);
  4. Restriction of load limits for the grade separation structures, in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the ROAD DISTRICT as to the bridge conditions which warrant such restrictions;
  5. Closure of lanes of traffic on the grade separation structures, for a repair or replacement project or in the event bridge conditions so warrant, provided that the ILLINOIS TOLLWAY will consult with the ROAD DISTRICT before such closure;
- E. Attachment to the grade separation structures, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the ROAD DISTRICT roadway or performance of ROAD DISTRICT maintenance obligations under this AGREEMENT, the ROAD DISTRICT may make such attachment or placement only after consultation and approval by the ILLINOIS TOLLWAY.
- F. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall share inspection reports with the ROAD DISTRICT and identify potential improvements for those items under the ROAD DISTRICT's maintenance responsibility.
- H. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to said bridges, then the ILLINOIS TOLLWAY hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said bridges, including the deck, at the end of its useful life, usually 60 years or sooner if necessitated by the ILLINOIS TOLLWAY.
- I. If in the future, the ROAD DISTRICT adopts a roadway or other improvement which requires modification, relocation or reconstruction to said bridges, then the ROAD DISTRICT hereby agrees to be financially responsible for the entire cost to modify,

relocate or reconstruct said bridges, including the deck, at the end of its useful life, usually 60 years or sooner if necessitated by the ROAD DISTRICT, and only after full approval by the ILLINOIS TOLLWAY and its Board of Directors.

### **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

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

### **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between Spring Township, Spring Township Road District and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The ROAD DISTRICT shall retain jurisdiction of Johnson Road and Shattuck Road traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the ROAD DISTRICT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT the ILLINOIS TOLLWAY shall designate in writing a representative who shall serve as the full time representative of the ILLINOIS TOLLWAY during the carrying out of the execution of this AGREEMENT. The TOWNSHIP hereby designates the Spring Township Supervisor, and any successor Spring Township Supervisor, as the TOWNSHIP's representative under this AGREEMENT. The ROAD DISTRICT hereby designates the Spring Township Highway Commissioner, and any successor Spring Township Highway Commissioner, as the ROAD DISTRICT's representative under this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between TOWNSHIP, the ROAD DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the TOWNSHIP's Supervisor, and the ROAD DISTRICT's Highway Commissioner shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between the TOWNSHIP, the ROAD DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the TOWNSHIP's and/or ROAD DISTRICT's facilities and/or roadways, or a dispute concerning the plans and specifications for the TOWNSHIP's and/or ROAD DISTRICT's facilities and/or roadways, the Chief Engineer of the ILLINOIS TOLLWAY, the TOWNSHIP's Supervisor and the ROAD DISTRICT's Highway Commissioner shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the TOWNSHIP's and/or ROAD DISTRICT's facilities and/or roadways, the decision of the TOWNSHIP's Supervisor and the ROAD DISTRICT's Highway Commissioner shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.





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

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

**SPRING TOWNSHIP**

By: \_\_\_\_\_  
Ryan Kufalk, Township Supervisor

Attest: \_\_\_\_\_  
Karen Smiley, Township Clerk

Date:

\_\_\_\_\_

**SPRING TOWNSHIP ROAD DISTRICT**

By: \_\_\_\_\_  
Chad Harbison, Township Highway  
Commissioner

Attest: \_\_\_\_\_  
Karen Smiley, Township  
Road District Clerk

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Kristi Lafleur, Executive Director

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

Approved as to Form and Constitutionality

\_\_\_\_\_  
Tiffany Bohn, Assistant Attorney General, State of Illinois

## RESOLUTION NO. 20342

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with Boone County, the City of Belvidere and Flora Township Road District to construct a full diamond interchange located at the Jane Addams Memorial Tollway (I-90) and Irene Road and this Agreement is a continuation in establishing the parties’ respective responsibilities toward engineering, right of way acquisition, utility relocation, construction at their cost, acquisition, utility relocation, construction, funding and maintenance of the project as proposed. Under this Agreement, Boone County and the City of Belvidere will acquire right of way, at their cost, on the northwest quadrant of the interchange to accommodate the future westbound ramps and the County and City shall equally share the cost of Phase I engineering work. The Tollway shall be responsible for the cost of final design, construction and construction engineering for the project after all right of way acquisition and Phase I engineering is complete. The estimated cost to construct the permanent westbound ramps are \$5,500,000, the right of way acquisition is estimated at \$700,000, and the preliminary engineering is estimated at \$310,000, for a total of \$6,510,000.

**Resolution**

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority, Boone County, the City of Belvidere and Flora Township Road District in substantially the form attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.

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



Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,  
BOONE COUNTY,  
THE CITY OF BELVIDERE  
AND  
FLORA TOWNSHIP ROAD DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", BOONE COUNTY, a corporate and politic of the State of Illinois, hereinafter called the "COUNTY", THE CITY OF BELVIDERE, a municipal corporation of the State of Illinois, hereinafter called the "CITY", and FLORA TOWNSHIP ROAD DISTRICT of Boone County, an Illinois body politic and corporate, hereinafter called the "TOWNSHIP", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY, to facilitate the free flow of traffic and further the safety to the motoring public, recently approved a 15 year Capital Program, "Move Illinois; *The Illinois Tollway Driving the Future*," which includes improvements to the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway"), including reconstructing and widening from the John F. Kennedy Expressway to Illinois Route 39. The contemplated improvements are substantially included in multiple ILLINOIS TOLLWAY construction contracts; and

WHEREAS, the COUNTY and the ILLINOIS TOLLWAY entered into a Letter of Understanding dated October 30, 2006 and fully executed on November 13, 2006 for the construction of a permanent I-90 west bound off Ramp "A" located at the northeast quadrant of the intersection of I-90 at Irene Road; and

WHEREAS, the COUNTY and the ILLINOIS TOLLWAY entered into an Agreement dated March 29, 2007 and fully executed on April 18, 2007 to actually build the permanent I-90 west bound off Ramp "A" located at the northeast quadrant of the intersection of I-90 at Irene Road which included the installation of temporary traffic signals at the intersection of U.S. Route 20 and Irene Road. This was to be initially used as a detour route for the ILLINOIS TOLLWAY's Cherry Valley Interchange Project; and

WHEREAS, the PARTIES entered into a Memorandum of Understanding for the Irene Road Interchange Completion Conceptual Project dated August 13, 2009 and fully executed on October 18, 2009 outlining the responsibilities and participation for a project which allowed the Irene Road detour to proceed as the first step toward a full interchange at Irene Road; and

WHEREAS, the PARTIES entered into an Intergovernmental Agreement for the construction of a permanent east bound entrance ramp from Irene Road to I-90, executed on February 4, 2013 to fulfill the second step toward a full interchange at Irene Road; and

WHEREAS, the COUNTY and the CITY are continuing to develop and pay for Phase I environmental and engineering plans to identify the proposed future interchange configuration, as well as identifying and paying for the necessary right of way to accommodate the full interchange in accordance with the ILLINOIS TOLLWAY's Interchange Policy; and

WHEREAS, the PARTIES to this AGREEMENT desire that a full diamond interchange at Irene Road be constructed; and

WHEREAS, the COUNTY and the CITY shall proceed with right of way acquisition on the northwest quadrant to accommodate the future westbound ramps and transfer the ownership of the land to the ILLINOIS TOLLWAY in early spring of 2014 which will enable the ILLINOIS TOLLWAY to utilize the site during construction for material and equipment storage (all material stored on the site must meet environmental standards for fill material), until sometime at the end of 2014, which at such time the land can be prepared for the construction of the new interchange ramps; and

WHEREAS, the COUNTY and the CITY shall proceed with right of way acquisition on the southwest quadrant to accommodate the future eastbound exit ramps, for a full diamond interchange by July 1 of 2014; and

WHEREAS, all aspects of the construction of a westbound entrance ramp and an eastbound exit ramp at I-90, including but not limited to, land acquisition, surveys, design engineering and construction, for purposes of this AGREEMENT shall be known as the PROJECT (hereinafter referred to as the "PROJECT"); and

WHEREAS, the ILLINOIS TOLLWAY shall initiate and fund the preparation of the Phase II engineering contract plans for the I-90 at Irene Road Full Interchange for construction as part of an existing design contract and for ILLINOIS TOLLWAY recording purposes this AGREEMENT shall be known as 2013-48); and

WHEREAS, the ILLINOIS TOLLWAY has adopted an Interchange and Cost Sharing Policy in October 2012, (hereinafter referred to as the "POLICY"), that outlines the process, funding mechanisms and toll revenue needs necessary to advance new or expanded interchange projects. This POLICY shall serve as the basis for completion of the PROJECT and toll strategies implemented; and

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

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

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

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

WHEREAS, the TOWNSHIP by virtue of its powers as set forth in the Township Code 60 ILCS 1/1-1-1 *et seq.* and the Highway Code 605 ILCS 5/6 – 101*et seq.* is authorized to enter into this AGREEMENT; and

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

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

## **I. ENGINEERING**

- A. The COUNTY and the CITY agree, at their sole expense, to obtain the necessary surveys, and perform environmental and preliminary design engineering for the PROJECT. The COUNTY and the CITY shall submit the Phase I Requirements to the ILLINOIS TOLLWAY for review and comment, for inclusion into the final plans.
- B. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform final design engineering and prepare the final plans and specifications for the PROJECT.
- C. The COUNTY, CITY and TOWNSHIP shall review the plans and specifications which impact their respective maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY, the CITY or the TOWNSHIP within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the COUNTY, the CITY, and the TOWNSHIP shall mean they agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact their respective maintained highways. In the event of disapproval, the COUNTY, the CITY, and/or the TOWNSHIP will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. Notwithstanding, any disapproval by the COUNTY, the CITY and/or the TOWNSHIP, the ILLINOIS TOLLWAY after considering their objections shall proceed as the Chief Engineer of the ILLINOIS TOLLWAY deems appropriate.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section VIII of this AGREEMENT.
- E. The final approved plans and specifications for the PROJECT shall be promptly delivered to the COUNTY, the CITY and the TOWNSHIP by the ILLINOIS TOLLWAY.
- F. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Environmental Protection Agency, etc.) and joint participation and/or

force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- G. The COUNTY, the CITY and the TOWNSHIP shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY, the CITY or the TOWNSHIP.

## **II. RIGHT OF WAY**

- A. The COUNTY and the CITY shall acquire any and all needed real property interests (fee, permanent easement, temporary easement and access control) on the northwest quadrant and southwest quadrant free and clear of any and all liens, interests and encumbrances as are necessary for rights of way to accommodate the proposed additional westbound entrance ramp and eastbound exit ramp for a full diamond interchange. This will include but not be limited to the COUNTY and the CITY obtaining at their sole cost all boundary surveys, plats, legal descriptions, title commitments, title policies, appraisals, appraisal reviews and negotiations all of which must be in conformance with ILLINOIS TOLLWAY requirements and guidelines and any other work necessary for an acquisition from land owners. Any additional right of way needed to complete the interchange shall be the responsibility of the COUNTY and the CITY.
- B. In the event the COUNTY or the CITY fail to acquire all needed real property interests for the westbound entrance ramp (located in the northwest quadrant) on or before May 1, 2014 and the ILLINOIS TOLLWAY must take over the acquisition of the real property interests there will be no credit to the COUNTY or the CITY for land acquisition.
- C. In the event the COUNTY or the CITY fail to acquire all needed real property interests for the eastbound exit ramp (located in the southwest quadrant) on or before July 1, 2014 the ILLINOIS TOLLWAY agrees to construct the eastbound exit ramp, as set forth below, on existing right of way.
- D. Right of way acquired exclusively for construction of I-90 or for other improvements included as part of the PROJECT, shall be acquired in the name of the ILLINOIS TOLLWAY, and except for the parcels to be acquired by the COUNTY and/or the CITY as contemplated herein, shall be acquired by the ILLINOIS TOLLWAY.
- E. Right of way acquired by the COUNTY and/or the CITY for the PROJECT shall be transferred by the COUNTY and/or the CITY to the ILLINOIS TOLLWAY by warranty deed, free and clear of any encumbrances at no cost to the ILLINOIS TOLLWAY.

- F. In the event, the ILLINOIS TOLLWAY identifies areas of the COUNTY, CITY or the TOWNSHIP's right of way necessary for construction purposes including but not limited to entering, accessing, staging or storage of equipment, the COUNTY, the CITY and the TOWNSHIP shall allow the ILLINOIS TOLLWAY its requested temporary use at no cost. In addition, the COUNTY, and/or the CITY, and/or the TOWNSHIP shall not require a contractor's surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those COUNTY, CITY and TOWNSHIP properties used for construction activities will be restored to a condition "as good as – or – better" than their pre-construction condition.
- G. Right of way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way.
- H. The COUNTY and the CITY shall provide the ILLINOIS TOLLWAY all supporting documentation including, but not limited to documents referenced in II A and II D above within thirty (30) calendar days of the title transfer to the ILLINOIS TOLLWAY.

### **III. UTILITY RELOCATION**

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

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

#### **IV. CONSTRUCTION**

- A. Upon the timely completion of the Phase I requirements, the acquisition of the necessary land by the CITY and the COUNTY for the westbound entrance ramp, the eastbound exit ramp, and the availability of funds, the ILLINOIS TOLLWAY agrees to advertise and receive bids, obtain COUNTY, CITY and TOWNSHIP concurrence as to the amount of bids (for work to be funded wholly, funded partially or maintained by the COUNTY, the CITY or the TOWNSHIP before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, by December 31, 2015, subject to reimbursement for additional work requested by the COUNTY and CITY as stipulated throughout this AGREEMENT.



- B. In the event the CITY and COUNTY acquire the land necessary for the westbound entrance ramp as required by this AGREEMENT, but fail to obtain the land necessary for a eastbound exit ramp by July 1, 2014 (in the southwest quadrant for a full diamond interchange), the ILLINOIS TOLLWAY agrees to construct the eastbound exit ramp, in compliance with section IV (A) above, upon existing right of way previously acquired.
- C. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the COUNTY, the CITY, and/or the TOWNSHIP shall be submitted to the COUNTY, the CITY and the TOWNSHIP for approval prior to commencing such work. The COUNTY, the CITY and the TOWNSHIP shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the COUNTY, the CITY and/or the TOWNSHIP shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY, or the CITY, or the TOWNSHIP within fifteen (15) calendar days after delivery to the COUNTY, the CITY and the TOWNSHIP of the proposed deviation, the proposed deviation shall be deemed approved by the COUNTY, the CITY and the TOWNSHIP. Notwithstanding any disapproval by the COUNTY, the CITY, or the TOWNSHIP, the ILLINOIS TOLLWAY may, after considering the COUNTY, and/or the CITY, and/or the TOWNSHIP's objections, proceed as the Chief Engineer of the ILLINOIS TOLLWAY deems appropriate.
- D. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY, the CITY, or the TOWNSHIP, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the COUNTY, the CITY and the TOWNSHIP prior to commencement of work on the PROJECT.
- E. The COUNTY, the CITY, and the TOWNSHIP and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY, the CITY and the TOWNSHIP's system. The COUNTY, the CITY, and the TOWNSHIP shall assign personnel to perform inspections on behalf of the COUNTY, the CITY and the TOWNSHIP of all work included in the PROJECT that affects the COUNTY, the CITY and the TOWNSHIP's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- F. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to the COUNTY, the CITY and the TOWNSHIP upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the COUNTY, the CITY and/or the TOWNSHIP, and the COUNTY, the CITY, and the TOWNSHIP shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the COUNTY, the CITY and/or the

TOWNSHIP does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the COUNTY, the CITY and/or the TOWNSHIP. At the request of the COUNTY, the CITY and/or the TOWNSHIP, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY, the CITY, or the TOWNSHIP'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 COUNTY, the CITY, and/or the TOWNSHIP shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

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

## **V. FINANCIAL**

- A. The COUNTY and CITY shall equally share the cost of Phase I and all right of way acquisition for the PROJECT.
- B. The ILLINOIS TOLLWAY shall be responsible for the cost of final design, construction and construction engineering for the PROJECT after all right of way acquisition and Phase I engineering is complete.
- C. In the event the COUNTY wishes to terminate or not complete Phase I or land acquisition at any time without cause or liability, they must inform the ILLINOIS TOLLWAY in writing and the ILLINOIS TOLLWAY will not be liable for any costs or further obligations.
- D. It is mutually believed by the PARTIES hereto that the estimated cost to construct the permanent west ramps are \$5,500,000, the right of way acquisition is estimated at \$700,000, and the preliminary engineering is estimated at \$310,000, for a total of \$6,510,000.
- E. The COUNTY, the CITY, the TOWNSHIP, or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be

added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **VI. MAINTENANCE - RESPONSIBILITIES**

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and the TOWNSHIP shall retain jurisdiction and maintenance responsibilities for Irene Road in its entirety. The PARTIES maintenance responsibilities for the bridge structure are further detailed in the Intergovernmental Agreement executed on executed on February 4, 2013.

## **VII. MAINTENANCE PROVISIONS**

- A. During construction, the COUNTY, the CITY and/or the TOWNSHIP shall continue to maintain all portions of the PROJECT within their rights of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY, the CITY and/or the TOWNSHIP shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, the CITY and/or the TOWNSHIP, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. The COUNTY, the CITY, the TOWNSHIP, 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 PARTIES from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

## **VIII. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between Boone County, the City of Belvidere, Flora Township Road District and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The COUNTY and the CITY shall have maintenance of the

Irene Road bridge deck and the TOWNSHIP shall retain jurisdiction of Irene Road traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter. Notwithstanding the foregoing, this AGREEMENT shall not be deemed to modify the obligations and rights of the PARTIES hereto under the prior agreements relating to the acquisition and construction of ramps for the westbound exit ramp and the eastbound entrance ramp at Irene Road.
- D. Wherever in this AGREEMENT approval or review by any of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the COUNTY, the CITY, the TOWNSHIP and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Engineer of the COUNTY, the CITY's Engineer and the TOWNSHIP Road Commissioner shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. This AGREEMENT may be executed in four (4) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. This AGREEMENT and the covenants contained herein shall become null and void in the event the COUNTY and the CITY have not acquired the necessary rights of way to accommodate the proposed westbound entrance ramp on or before May 1, 2014.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

K. The failure by the ILLINOIS TOLLWAY, the COUNTY, the CITY or the TOWNSHIP to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY, the COUNTY, the CITY or the TOWNSHIP unless such provision is waived in writing.

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

M. All notices shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail to the following persons at the following addresses:

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

To the COUNTY:                   Boone County Government  
601 North Main Street, Suite 100  
Belvidere, Illinois 61008  
Attn: County Engineer

To the CITY:                       The City of Belvidere  
401 Whitney Boulevard, Suite 100  
Belvidere, Illinois 61008  
Attn: City Engineer

To the TOWNSHIP:               Flora Township Road District  
5801 Chrysler Drive  
Belvidere, Illinois 61008  
Attn: Road Commissioner

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

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

**FLORA TOWNSHIP ROAD DISTRICT**

By: \_\_\_\_\_  
Michael A. Frank,  
Road Commissioner

Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Please Print Name)

**THE CITY OF BELVIDERE**

By: \_\_\_\_\_  
Michael Chamberlain, Mayor

Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Please Print Name)

Date:

\_\_\_\_\_

**BOONE COUNTY**

By: \_\_\_\_\_  
Bob Walberg, Chairman,  
Boone County Board

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

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

## RESOLUTION NO. 20343

**Background**

The Tollway is interested in entering into an Intergovernmental Agreement with the DuPage County Forest Preserve District ( the "District"). The Tollway intends to improve and extend the Elgin O'Hare Expressway. To fulfill the United States Army Corp of Engineers' (hereinafter referred to as "USACE") Elgin-O'Hare Western Access permit requirements, the Tollway must perform a certain amount of environmental mitigation activities. The District owns certain properties, including the St. James Farm and the proposed waters mitigation area, Spring Brook No. 1 Creek.

The Tollway desires to partner with the District to satisfy aspects of the Tollway's USACE permit responsibilities and the District's desire and need for the restoration of its sites. The Tollway intends contribute up to \$2,000,000 toward the District's restoration costs.

**Resolution**

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

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



Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY  
FOR WATERS MITIGATION AND RESTORATION  
AT THE SPRING BROOK NO. 1 CREEK SITE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, a body corporate and politic and unit of local government of the State of Illinois, hereinafter called the "DISTRICT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Elgin O'Hare Expressway, extending the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known in its entirety as Illinois Route 390, and constructing the Western Access connecting the Jane Addams Memorial 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, the ILLINOIS TOLLWAY in order to fulfill the United States Army Corp of Engineers, (hereinafter called the "USACE"), permit (LRC-2007-802) requirements for impacts to Waters of the United States associated with the proposed construction of the EOWA is required to perform certain environmental mitigation; and

WHEREAS, the DISTRICT owns certain properties of which it is planning to restore, one of them being the St. James Farm and the proposed waters mitigation area, Spring Brook No. 1 Creek (hereinafter referred to as the "SITE"), as shown on the attached "EXHIBIT A"; and

WHEREAS, the ILLINOIS TOLLWAY desires to partner with the DISTRICT to facilitate the ILLINOIS TOLLWAY's waters mitigation responsibilities and the DISTRICT's desire and need for the restoration of the SITE, for the mutual benefit of both PARTIES (hereinafter referred to as the "PROJECT") by making the following improvements:

The waters mitigation portion of the PROJECT consists of approximately 3,200 feet of channel of which 2,000 feet of the channel will be re-meandered. This work will include the installation of in-stream structures, elevation of the stream bed, and shoreline restoration activities. The proposed waters mitigation is a subset of an overall restoration program proposed within the SITE, as shown on "EXHIBIT B", attached hereto; and



WHEREAS, the DISTRICT requests that the ILLINOIS TOLLWAY assist the DISTRICT with the financial responsibilities associated with the PROJECT; and

WHEREAS, the DISTRICT will plan, design and construct the PROJECT for the mutual benefit of both PARTIES; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the DISTRICT's request to assist in the funding of the PROJECT to fulfill its USACE permit requirements; and

WHEREAS, the ILLINOIS TOLLWAY and the DISTRICT by this instrument, which shall be known for ILLINOIS TOLLWAY recording purposes as #002014-2, intend to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

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

WHEREAS, the DISTRICT by virtue of its powers as set forth in the "Downstate Forest Preserve District Act" 70 ILCS 805/0.001 *et seq.* (West 2008) 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 of 1970 and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.* (West 2008).

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

## **I. ENGINEERING**

- A. The DISTRICT agrees to perform design engineering and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated. During the design and preparation of the plans and specifications, the DISTRICT shall submit the plans and specifications to the ILLINOIS TOLLWAY for its review, comment, approval and/or disapproval.
- B. The ILLINOIS TOLLWAY shall review the plans and specifications within thirty (30) 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 PROJECT improvements. In the event of disapproval, the ILLINOIS TOLLWAY will detail in writing its objections to the proposed plans and specifications for review and consideration by the DISTRICT.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section VIII of this AGREEMENT.

- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the ILLINOIS TOLLWAY by the DISTRICT.
- E. The ILLINOIS TOLLWAY has secured the USACE permit (LRC-2007-802) for waters mitigation.
- F. The DISTRICT agrees to assume the overall PROJECT responsibility, including assuring that all permits (Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

## **II. RIGHT OF WAY**

- A. The acquisition or transfer of permanent right of way interests is not required from the DISTRICT for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the DISTRICT's right of way or of the ILLINOIS TOLLWAY's right of way.

## **III. UTILITY RELOCATION**

- A. The DISTRICT agrees to make arrangements for and secure all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing DISTRICT rights of way, where improvements to DISTRICT rights of way are proposed by the DISTRICT and/or the ILLINOIS TOLLWAY to be done in conjunction with the PROJECT, at no additional expense to the ILLINOIS TOLLWAY.

## **IV. CONSTRUCTION**

- A. The DISTRICT shall advertise and receive bids, obtain ILLINOIS TOLLWAY concurrence as to the amount of bids (for work to be funded wholly or partially by the ILLINOIS TOLLWAY before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.
- B. The DISTRICT, upon concurrence from the ILLINOIS TOLLWAY, may elect to implement all or a portion of the PROJECT in accordance with the approved plans and specifications, using its own resources and staff, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.

- C. After award of the construction contract(s), or approval of the plans and specifications by the ILLINOIS TOLLWAY, any proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY shall be submitted to the ILLINOIS TOLLWAY for written approval prior to commencing such work. The ILLINOIS TOLLWAY 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 ILLINOIS TOLLWAY shall detail in writing its specific objections.
- D. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY, the DISTRICT shall provide no less than five (5) calendar days' written notice to the ILLINOIS TOLLWAY prior to commencement of work on the PROJECT.
- E. The DISTRICT 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 DISTRICT requires of its contractor(s) and that the ILLINOIS TOLLWAY be added as an additional protected PARTY on all performance bonds required of the DISTRICT's contractor(s). The above referenced insurance requirements must be incorporated into any and all contract(s), construction, maintenance, or otherwise, that might be entered into in furtherance of this AGREEMENT. In addition, the DISTRICT 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.
- F. The DISTRICT, 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 the DISTRICT, 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.
- G. 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 include 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.

#### H. Worker's Compensation.

1. Statutory Limits.
  - a. Employers Liability of \$1,000,000 per accident, per disease, including voluntary compensation and where applicable, United States Longshoreman and Harbor Workers.
  - b. 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.
  - c. Worker's Compensation and Employers Liability: Statutory Limits with Employers Liability limit of \$500,000 per occurrence.
- I. The ILLINOIS TOLLWAY 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 ILLINOIS TOLLWAY.

Evidence of insurance shall be provided for review by the ILLINOIS TOLLWAY and shall include originals of the applicable “additional insured” endorsements for approval of the ILLINOIS TOLLWAY. Any failure by the ILLINOIS TOLLWAY to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.

- K. In the event the DISTRICT implements all or a portion of the PROJECT in accordance with the approved plans and specifications, using its own resources and staff, the DISTRICT agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from any and all claims including, but not limited to those for death, injuries and damages to persons or property relating to the construction of the PROJECT.
- L. 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 PROJECT that affects the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY shall assign personnel to perform inspections on behalf of the ILLINOIS TOLLWAY of all work included in the PROJECT that affects the ILLINOIS TOLLWAY, and will deliver written notices to the Ecologist of the DISTRICT advising the DISTRICT as to the identity of the individual(s) assigned to perform said inspections.
- M. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VIII of this AGREEMENT.
- N. No inspections or approvals by the ILLINOIS TOLLWAY or its employees, officers or agents shall relieve the DISTRICT's contractor(s) of responsibility and liability for the proper performance of the work as determined by the ILLINOIS TOLLWAY. DISTRICT inspections and approvals shall not be considered a waiver of any right the ILLINOIS TOLLWAY may have at law or pursuant to this AGREEMENT. All ILLINOIS TOLLWAY communications and correspondence with the DISTRICT's contractor(s) or relating to a contract shall be through the DISTRICT, unless otherwise specifically directed by the DISTRICT. In the event an ILLINOIS TOLLWAY representative discovers ILLINOIS TOLLWAY related work that is not being performed or has not been performed in accordance with the approved plans and specifications, the representative shall promptly notify in writing the DISTRICT or the DISTRICT's duly designated representative.
- O. The DISTRICT shall give notice to the ILLINOIS TOLLWAY upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DISTRICT, and the ILLINOIS TOLLWAY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. At the request of the ILLINOIS TOLLWAY, the DISTRICT'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 DISTRICT's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Ecologist of the DISTRICT. 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 DISTRICT that the deficiencies have been remedied.

## **V. FINANCIAL**

- A. Except as otherwise identified herein, the DISTRICT agrees to pay all PROJECT related engineering, construction engineering and construction costs subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.
- B. It is further agreed that notwithstanding the estimated or actual costs, the ILLINOIS TOLLWAY's financial responsibility pursuant to this AGREEMENT shall not exceed \$2,000,000 for the entire PROJECT.
- C. The ILLINOIS TOLLWAY agrees that upon award of the design engineering contract for the PROJECT and receipt of a detailed invoice from the DISTRICT, the ILLINOIS TOLLWAY will pay to the DISTRICT in a lump sum an amount equal to 100% of its obligation toward design engineering based on actual bid prices. The ILLINOIS TOLLWAY further agrees that upon award of the construction contract for the PROJECT and receipt of a detailed invoice from the DISTRICT, the ILLINOIS TOLLWAY will pay to the DISTRICT in a lump sum amount equal to 50% of its obligation toward construction costs based upon actual bid prices, and will pay its remaining construction cost obligation upon receipt of a detailed invoice from the DISTRICT, based upon actual final construction costs. Maintenance, monitoring and reporting shall be paid by the ILLINOIS TOLLWAY semi-annually for seven (7) years. Upon receipt of a detailed invoice at the start of the DISTRICT's fiscal year, the ILLINOIS TOLLWAY will pay to the DISTRICT an amount equal to 50% of its maintenance, monitoring and reporting obligation based upon estimated costs for the year, and will pay to the DISTRICT upon receipt of a detailed invoice, the remaining annual 50% maintenance, monitoring and reporting obligation based upon actual costs for that year at the end of the DISTRICT's fiscal year.
- D. Either the DISTRICT or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the DISTRICT, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The DISTRICT will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **VI. MAINTENANCE - DEFINITIONS**

- A. 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. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition which causes or threatens imminent danger or destruction to 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.
- B. 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.
- C. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- D. The 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.
- E. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. It is understood and agreed by the PARTIES that the DISTRICT shall retain jurisdiction and maintenance responsibilities for the SITE.
- B. The DISTRICT agrees to maintain, or cause to maintain, the PROJECT in its entirety for a period estimated to be seven (7) years, or until the USACE has accepted the PROJECT as the fulfillment of the ILLINOIS TOLLWAY's permit (LRC-2007-802) requirements.
- C. As part of the DISTRICT's maintenance, monitoring and reporting obligations, the DISTRICT shall submit annual reports to the ILLINOIS TOLLWAY concerning the progress of the PROJECT, the work performed, and the condition of the SITE.

- D. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- E. The DISTRICT agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the SITE.
- F. In the event the DISTRICT fails to maintain the SITE in accordance with this AGREEMENT and the ILLINOIS TOLLWAY's permit (LRC-2007-802) requirements are not fulfilled within the seven (7) year timeframe, the DISTRICT shall be obligated to correct, maintain, monitor and report at no cost to the ILLINOIS TOLLWAY, until such time the ILLINOIS TOLLWAY's permit (LRC-2007-802) requirements are satisfied at the SITE.

## **VIII. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Forest Preserve District of DuPage County 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 DISTRICT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between the DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Executive Director of the DISTRICT shall meet and resolve the issue.
- F. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.



- G. Under penalties of perjury, the DISTRICT certifies that its correct Federal Tax Identification number is 36-6006552 and it is doing business as a governmental entity, whose mailing address is 3 S 580 Naperville Road, Wheaton, Illinois 60189.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years, or in the case of the DISTRICT doing the work with its own forces, commencing such work, within three (3) years, subsequent to the date of execution of this AGREEMENT.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or the DISTRICT to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the DISTRICT unless such provision is waived in writing.
- L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- M. 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 DISTRICT:                    The Forest Preserve District of DuPage County  
3 S 580 Naperville Road  
Wheaton, Illinois 60189  
Attn: Executive Director

- N. The DISTRICT certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges

that the chief procurement officer may declare the related contract void if this certification is false.

- O. The DISTRICT certifies that neither the DISTRICT 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).
- P. Forced Labor. The DISTRICT certifies it complies 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).
- Q. 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 DISTRICT 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 DISTRICT to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the DISTRICT, the procedures of the ILLINOIS TOLLWAY will be used. The DISTRICT 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.
- R. The DISTRICT 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 DISTRICT under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The DISTRICT 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.
- S. 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 FOREST PRESERVE DISTRICT OF DUPAGE COUNTY**

By: \_\_\_\_\_  
Dewey Pierotti, President

Attest: \_\_\_\_\_  
Gary A. King, Secretary

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. 20344

**Background**

It is in the best interest of the Illinois State Toll Highway Authority ("Tollway") to enter into an Addendum Agreement with the Village of Hoffman Estates related to an underlying IGA associated with the construction of a full access interchange at the Jane Addams Memorial Tollway (I-90) and Barrington Road. This Addendum allows for engineering modifications of the Park-n-Ride facility to enable changes with the eastbound bus ramp, and the eastbound and westbound bus parking pullouts which shall serve as access roads for the Tollway's contractors during interchange construction, improve maintenance access for toll plazas on the west side of the interchange, and provide for emergency pull-off for motorists. The Tollway shall be responsible for the additional engineering estimated at \$66,000 and shall be paid in accordance with the terms of the original agreement. This cost shall increase the Tollway's design engineering responsibility as stated in the original agreement from \$1,750,000 to \$1,816,000.

**Resolution**

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

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



Chair

**FIRST ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE VILLAGE OF HOFFMAN ESTATES**

This FIRST ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "FIRST ADDENDUM") is entered into this \_\_\_\_\_ day of \_\_\_\_\_AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE VILLAGE OF HOFFMAN ESTATES, 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 PARTIES entered into an INTERGOVERNMENTAL AGREEMENT executed on May 17, 2013, (hereinafter referred to as the "ORIGINAL AGREEMENT") for the engineering of a three phase project improvement under Contract I-13-5668, to provide a full access interchange facility and a Park-n-Ride at the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway"), and Barrington Road interchange (hereinafter referred to as the "PROJECT"). The first improvement is the ILLINOIS TOLLWAY I-90 Rebuild and Widen, the second improvement is the Barrington Road and I-90 interchange improvements and the third improvement is the future Park-n-Ride improvement; and

WHEREAS, except where the terms of this FIRST ADDENDUM conflict with the ORIGINAL AGREEMENT, the terms and conditions agreed upon and memorialized in the ORIGINAL AGREEMENT remain applicable and in full force; and

WHEREAS, subsequent to the ORIGINAL AGREEMENT's execution, the ILLINOIS TOLLWAY has become desirous of amending the ORIGINAL AGREEMENT's scope of engineering to move a portion of the Park-n-Ride engineering beneficial to the ILLINOIS TOLLWAY and motorists into the interchange engineering, as part of the PROJECT. The portion of the Park-n-Ride improvement design to be added to the original design contract includes the eastbound bus ramp, and the eastbound and westbound bus parking pullouts which shall serve as access roads for the ILLINOIS TOLLWAY's contractor(s) use during interchange construction, improve maintenance access for toll plazas on the west side of the interchange, and provide for emergency pull-off for motorist until such time as the Park-n-Ride is commissioned; 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 FIRST ADDENDUM; 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 FIRST ADDENDUM; and

WHEREAS, a cooperative FIRST ADDENDUM is appropriate and such a FIRST ADDENDUM 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:

1. The ILLINOIS TOLLWAY shall pay 100% of the additional engineering estimated at \$66,000. This cost shall increase the ILLINOIS TOLLWAY’s design engineering responsibility from \$1,750,000 to \$1,816,000 in the ORIGINAL AGREEMENT.
2. It is understood and agreed that this FIRST ADDENDUM 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.
3. This FIRST ADDENDUM 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.
4. This FIRST ADDENDUM may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
5. This FIRST ADDENDUM shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
6. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this FIRST ADDENDUM shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this FIRST ADDENDUM shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
7. It is agreed that the laws of the State of Illinois shall apply to this FIRST ADDENDUM and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
8. The introductory recitals included at the beginning of this FIRST ADDENDUM are agreed to and incorporated into this FIRST ADDENDUM.

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

**THE VILLAGE OF HOFFMAN ESTATES**

By: \_\_\_\_\_  
William D. McLeod, Mayor

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

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

## RESOLUTION NO. 20345

**Background**

The Tollway is interested in entering into an Intergovernmental Agreement with the Illinois State Police (sometimes referred to as "ISP"). As part of its capital program, the Tollway intends to improve and extend the Elgin O'Hare Expressway. During construction of the highway, the Tollway and its patrons will benefit from focused ISP services to facilitate construction activity. The Elgin-O'Hare Expressway is currently within the jurisdiction of District 2 and outside of the jurisdiction of District 15 of the Illinois State Police. Therefore, pursuant to the terms of this agreement, District 2 and its officers will provide certain requested additional police services. Resources provided will follow the State Police Hireback program procedures. The upper limit of compensation of this agreement shall not exceed \$499,800.

**Resolution**

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement with The Illinois State Police consistent with the terms outlined at the April 24, 2014 Board of Director's meeting and in substantially the form of the Intergovernmental Agreement attached to this Resolution, and the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.

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



Chair



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

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE ILLINOIS STATE POLICE, District 2 Patrol, 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 in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the existing Elgin O'Hare Expressway, extending the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known in its entirety as Illinois Route 390, and constructing the Western Access connecting the Jane Addams Memorial 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), hereinafter referred to as the "PROJECT". The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, the EOWA is currently under the jurisdiction of and patrolled by District 2 of the ISP; and

WHEREAS, the ILLINOIS TOLLWAY, because of the PROJECT, is in need of additional ISP trooper assistance for security services, traffic enforcement, incident management and assistance during roadway closures and detouring of traffic during construction of the PROJECT; and

WHEREAS, District 2 of the ISP agrees to perform the policing and maintenance of traffic required by the Project; and

WHEREAS, the assignment of ISP troopers will be made in accordance with the established ISP program guidelines and commitments under this AGREEMENT and shall be staffed as available manpower permits. Any special requirements or services shall be described in Exhibit "A", attached to this AGREEMENT; and

WHEREAS, the ILLINOIS TOLLWAY and the ISP by this instrument, which shall be known for ILLINOIS TOLLWAY recording purposes as #002013-45, desire to determine and establish their respective responsibilities toward purpose, scope and nature of services, term and termination, compensation and stipulations 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 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 of this document and continue through November 30, 2017, with the option to extend for up to two (2) years if mutually agreed to by both PARTIES and contingent upon the ILLINOIS TOLLWAY's available funding. Either PARTY may terminate this AGREEMENT subsequent to thirty (30) calendar day's prior notice in writing to the other PARTY.

## **II. COMPENSATION**

- A. Pursuant to the terms of this AGREEMENT, the ILLINOIS TOLLWAY shall only compensate the ISP for services requested and rendered during construction of the PROJECT as provided in attached "Exhibit A".
- B. The total cost to the ILLINOIS TOLLWAY shall not exceed \$499,800.00 in the initial four years of this AGREEMENT.

## **III. STIPULATIONS**

- A. All details shall be staffed utilizing existing State Police hireback program procedures.
- B. The hireback program procedures shall include ISP management personnel as participants as deemed necessary by the ISP.
- C. ISP personnel shall be directly accountable, operationally, only to the ISP command.
- D. It is agreed and understood that the ISP shall have direct control and supervision of the duties of District 2 and the manner in which it will perform its duties. District 2 officers are not employees of the ILLINOIS TOLLWAY.

Except as provided herein, District 2 shall continue its day to day patrol responsibilities of the EOWA without compaddition from the ILLINOIS TOLLWAY.

- E. Incidents investigated by ISP personnel will follow standard ISP procedures.

- F. Emergency manpower needs will take precedence over commitments under this AGREEMENT.
- G. The ILLINOIS TOLLWAY will provide advance notice for general services required on a monthly basis. Except as indicated in the next sentence, a minimum of ten (10) calendar days' notice of expected services needed is to be given to the ISP from the ILLINOIS TOLLWAY prior to the anticipated delivery of required services. For services associated with full closures and detouring of traffic, a minimum of four (4) calendar days' notice shall be provided to the ISP by the ILLINOIS TOLLWAY.
- H. The ILLINOIS TOLLWAY and its employees, officers, directors and agents shall not assume any liability and be free and clear from all claims for death, injuries and damages to persons or property relating to the ISP services under this AGREEMENT.

#### **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. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between ISP and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Hireback Coordinator, District 2 Patrol of the ISP shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- F. In the event of a dispute between the ISP and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the ISP's security services and

traffic enforcement, the Chief Engineer of the ILLINOIS TOLLWAY and the Hireback Coordinator, District 2 Patrol of the ISP shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the ISP's security services and traffic enforcement, the decision of the Hireback Coordinator, District 2 Patrol of the ISP shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.

- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. 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 \_\_\_\_\_.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or the ISP to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the ISP unless such provision is waived in writing.
- L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- M. 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  
District 2 Patrol  
777 S. State Street  
Elgin, Illinois 60120

Attn: Hireback Coordinator

- N. The ISP certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- O. The ISP certifies that neither the ISP 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).
- P. Forced Labor. The ISP certifies it complies 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).
- Q. 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.
- R. The ISP 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 ISP under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The ISP 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.
- S. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

**THE ILLINOIS STATE POLICE**

By: \_\_\_\_\_  
Hiram Grau, Director

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

**ESTIMATE OF DISTRICT 2 STATE POLICE TROOPER ASSISTANCE REQUIRED**

**General Speed Enforcement and Incident Management Assistance (Services will be at the request at the Illinois Tollway only):**

# of Troopers	Cost/Hour	# of hours/trooper	Days/year	# of Years	Total Cost	Comments
1	\$105	8	52	4	\$174,720	Trooper Hourly Costs per D2 ISP - M/Sgt. M. Myhre
1	\$105	6	39	4	\$98,280	Assumed Trooper Assistance needed 2014-2017

Total Cost: \$273,000

Assumes 1 - 8 hr. detail per week for general assistance entire duration & 1 trooper - 6 hr. detail duration for 75% of the time to cover double shifts.

**General Administrative Costs:**

Cost per Year	# of Years	Total Cost	Comments
\$5,040	4	\$20,160	General Administration, Scheduling of Troopers, etc.

Costs per D2 ISP - M/Sgt. Michael A. Myhre

**Additional Assistance for Full Closures, Detours Etc.:**

Contract	Description	Work	Additional Cost
I-13-4600	Rohlwing Road - W. Thorndale to Hamilton Pkwy.	Bridge Construction	\$16,800
I-13-4601	IL 390 - Meacham to Rohlwing	Widening and Reconstruction	\$17,640
I-13-4602	IL 390 - IL 19 to Roselle	Widening and Rehabilitation	\$26,040
I-13-4603	IL 390 - Roselle to Meacham	Widening and Rehabilitation	\$18,480
I-13-4606	WB I-290 to IL 390	Bridge and Ramp Construction	\$27,720
I-13-4607	IL 390/I-290 Interchange	Interchange Reconstruction	\$23,520
I-13-4608	Devon Avenue over I-290	Bridge Reconstruction	\$21,000
I-13-4628	IL 390 - U.S. 20 to I-290	Toll Plaza/ITS/Signing	\$27,720
I-13-4629	IL 390 - I-290 to Arlington Heights Road	Roadway and Bridge Construction	\$6,720
C06-I	EB I-290 to EB IL 390	Bridge Construction	\$15,960
I-13-XXXX	IL 390 - U.S. 20 to I-290	Roadway and Bridge Repair	\$5,040

Total Cost:

\$206,640

**SUMMARY OF TOTAL COST:**

Item	Cost
General Assistance	\$273,000
General Administration	\$20,160
Additional Assistance	\$206,640

**TOTAL COST:**

**\$499,800**

## RESOLUTION NO. 20346

**Background**

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

**Resolution**

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

Approved by:



Chair