



## **MEMORANDUM**

**TO:** Mayor Pruyn and Village Trustees  
**FROM:** Carie Anne Ergo, Village Administrator  
**DATE:** July 15, 2021  
**SUBJECT:** Intergovernmental Agreement Between the Illinois State Toll Highway Authority, the Illinois Department of Transportation, the County of DuPage, the Village of Itasca and the Addison Township Highway Department Regarding Elgin O'Hare Western Access Contract I-13-4629

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### **DISCUSSION**

This is the six Intergovernmental Agreement (IGA) regarding the Elgin O'Hare Project for your consideration for approval.

This IGA was negotiated prior to my arrival by PW staff and HR Green, who both found the terms to be acceptable and recommended approval to the Village Board. All other parties have approved the IGA for execution.

Concerns regarding the interpretation of an already approved, related Intergovernmental agreement resulted in the delay of this approval. The issues of concern have been resolved.

### **BACKGROUND**

The basic scope of work for this IGA included:

- Removal of existing Thorndale Avenue and construction of the new Illinois Route 390 Toll Highway and ramp connections,
- New bridge structures over Hamilton Lakes Drive and Arlington Heights Road,
- Improvements to the Clover Ridge Lane, Hamilton Lakes Drive, Arlington Heights Road, Parkside Avenue, Ketter Drive, and frontage roads.
- Installation of traffic signals, storm sewers and drainage improvements, detention ponds, sidewalks, retaining walls and noise wall construction, earthwork, installation of eastbound and westbound All Electronic Tolling (AET) Plazas, Intelligent Transportation Systems (ITS) elements, signing, pavement markings, roadway lighting, landscaping, water main and sanitary sewer relocation, etc.

The Village requested the following additional improvements:

- Bicycle and pedestrian accommodations,
- Structural enhancements,
- Decorative lighting,
- Water main installation, and
- Black access control fencing.

The final costs including the credit from the 4601 IGA (see #1) result in the Village owing the Tollway \$167,688.93. As of July 26, 2019, the IGA was said to be acceptable at a staff level.

**FISCAL IMPACT**

The final costs after a credit from IGA 4601 result in the Village owing the Tollway \$167,688.93 for requested improvements. The Village has budgeted for this expenditure.

**STAFF RECOMMENDATION**

Everything appears to be in order. I recommend this item be forwarded to the Committee of the Whole agenda on the July 20, 2021, agenda for discussion and approval.

**ATTACHMENTS**

Illinois Tollway Cost Participation Transmittal

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,  
THE COUNTY OF DUPAGE,  
THE VILLAGE OF ITASCA  
AND  
THE ADDISON TOWNSHIP HIGHWAY DEPARTMENT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", the COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois, hereinafter called "COUNTY", the VILLAGE OF ITASCA, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", and the ADDISON, TOWNSHIP HIGHWAY DEPARTMENT a body corporate and politic of the State of Illinois, hereinafter called the "TOWNSHIP", 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, has improved the existing Elgin O'Hare Expressway, extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known entirely as Illinois Route 390, and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as "Toll Highway"); and

WHEREAS, certain construction contracts will occur within the DEPARTMENT's, the COUNTY's, the VILLAGE's and the TOWNSHIP's jurisdictional boundaries. This AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-13-4629, Illinois Route 390 from west of Park Boulevard to east of Arlington Heights Road (hereinafter referred to as the "PROJECT") by making the following improvements:

The scope of improvements include the removal of existing Thorndale Avenue and construction of the new Illinois Route 390 Toll Highway and ramp connections, new bridge structures over the future Hamilton Lakes Drive (currently Park Boulevard) and Arlington Heights Road, and improvements to the future Clover Ridge Lane (currently Park Boulevard West), Hamilton Lakes Drive, Arlington Heights Road, Parkside Avenue,

Ketter Drive, and frontage roads. Within the PROJECT limits, the new Illinois Route 390 will be constructed from west of Park Boulevard to east of Arlington Heights Road including ramp connections from I-290 to Hamilton Lakes Drive, from Ketter Drive to westbound Illinois Route 390, from eastbound Illinois Route 390 to Prospect Avenue, and from Prospect Avenue to westbound Illinois Route 390. Dual single span structures will be constructed over Hamilton Lakes Drive and over Arlington Heights Road to carry eastbound and westbound Illinois Route 390. Clover Ridge Lane will be resurfaced from west of Willow Street to Millers Crossing and reconstructed from Millers Crossing to Hamilton Lakes Drive. Hamilton Lakes Drive will be reconstructed from the frontage road to Park Boulevard north of Illinois Route 390. Ketter Drive and Arlington Heights Road will also be reconstructed within the PROJECT limits. Existing Thorndale Avenue will be reconstructed between Hamilton Lakes Drive and Arlington Heights Road (to be known as South Thorndale Avenue). New westbound and eastbound frontage roads will be constructed from Arlington Heights Road to just west of Prospect Avenue (to be known as North Thorndale Avenue and South Thorndale Avenue respectively). The Parkside Avenue intersection with Thorndale Avenue will be realigned to Arlington Heights Road. The work also includes the installation of traffic signals, storm sewers and drainage improvements, detention ponds, sidewalks, retaining walls and noise wall construction, earthwork, installation of eastbound and westbound All Electronic Tolling (AET) Plazas, Intelligent Transportation Systems (ITS) elements, signing, pavement markings, roadway lighting, landscaping, water main and sanitary sewer relocation, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the ILLINOIS TOLLWAY include in its PROJECT bicycle and pedestrian accommodations, structural enhancements, decorative lighting, water main installation, and black access control fencing as further described herein. The VILLAGE requested improvements are hereinafter referred to as the “VILLAGE’s IMPROVEMENTS”; and

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY include in its PROJECT, LED illuminated signage at the black painted traffic signals installed by the PROJECT at the intersections of Ramp K3 (eastbound I-290 to Hamilton Lakes Drive) and Hamilton Lakes Drive, Arlington Heights Road and the eastbound frontage road, and Arlington Heights Road and the westbound frontage road/Ketter Drive; and black painted monotubes at the toll plaza, (hereinafter referred to as the “COUNTY’s IMPROVEMENTS”); and

WHEREAS, the ILLINOIS TOLLWAY agrees to include the VILLAGE’s IMPROVEMENTS and the COUNTY’s IMPROVEMENTS in the PROJECT; and

WHEREAS, a portion of the VILLAGE’s sanitary sewer shall be relocated on ILLINOIS TOLLWAY right of way adjacent to the eastbound frontage road at Prospect Avenue that is secured by access control fencing. Subsequent to this AGREEMENT, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit(s) for the relocated sanitary sewer located on ILLINOIS TOLLWAY property, and to abide by

all conditions set forth therein. The VILLAGE shall be granted access through the right of way fence gates to be installed by the ILLINOIS TOLLWAY as further detailed in Section III. E; and

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

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

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in the "State Administration of Highway Act" 605 ILCS 5/4-101 *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 VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to all PARTIES for their review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

Final

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format to the PARTIES by the ILLINOIS TOLLWAY.
- C. The PARTIES shall review the plans and specifications which impact the respective PARTIES' maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from any respective PARTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the individual PARTY shall mean the PARTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the PARTY's maintained highways. In the event of disapproval, the PARTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-DuPage Soil and Water Conservation District, DuPage County, including but not limited to the Building & Zoning Department and Division of Transportation, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The PARTIES shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way within the PROJECT limits to the ILLINOIS TOLLWAY and/or its agents, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit for right of access and/or temporary use shall not be unreasonably withheld by any of the PARTIES.
- G. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois

Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April 2016, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

- H. The PROJECT is being constructed by the ILLINOIS TOLLWAY to accommodate 2030 projected traffic volumes.

## **II. RIGHT OF WAY**

- A. The ILLINOIS TOLLWAY shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT.
- B. The acquisition or transfer of permanent right of way required between the DEPARTMENT and ILLINOIS TOLLWAY for land deemed necessary for construction or future maintenance and operations will be conveyed as part of separate Intergovernmental Agreements between the ILLINOIS TOLLWAY and DEPARTMENT.
- C. The acquisition or transfer of permanent right of way interests required from the COUNTY for the construction of the PROJECT pursuant to the approved plans and specifications are part of a separate Intergovernmental Agreement with the COUNTY executed October 4, 2017. The intent and fee associated with the land conveyance from the COUNTY to the ILLINOIS TOLLWAY is part of the COUNTY's in-kind contribution, with the exception of Parcel EO-1B-12-011 which is located at the southwest corner of Thorndale Avenue and Prospect Avenue and required for contract I-14-4642.
- D. The VILLAGE's and the TOWNSHIP's existing right of way which is required for construction of the PROJECT shall be, unless provided for herein, transferred to the ILLINOIS TOLLWAY and conveyed free and clear of all encumbrances.
- E. The VILLAGE agrees to convey a Permanent Easement to the ILLINOIS TOLLWAY for Parcel EO-1B-12-905, as shown on "EXHIBIT A".
- F. The ILLINOIS TOLLWAY has acquired from the TOWNSHIP via eminent domain the Order Vesting Title of Parcel EO-1B-12-907, as shown on "EXHIBIT A".
- G. The ILLINOIS TOLLWAY agrees to convey fee simple title to the COUNTY, the VILLAGE and the TOWNSHIP of all the property and right of way owned by the ILLINOIS TOLLWAY required by the COUNTY, the VILLAGE and the TOWNSHIP for the maintenance and operation of their highways, without cash consideration. The conveyance will be captured in separate individual

Intergovernmental Agreements between the ILLINOIS TOLLWAY and the PARTIES.

- H. To effectuate the transfers contemplated in Section II. E, F, and G above, the ILLINOIS TOLLWAY shall provide necessary documents, including plats, legal descriptions and all necessary title documents that affect the transfer of properties between the PARTIES.
- I. Prior to any transfer of real property owned by the PARTIES, to advance the PROJECT and not delay any schedules, the PARTIES shall grant the ILLINOIS TOLLWAY use, access, ingress, and egress necessary for the construction of the PROJECT. The PARTIES shall grant the ILLINOIS TOLLWAY access and use of its property without charge and shall waive any and all surety or bonding requirements. In any event the ILLINOIS TOLLWAY, to the extent permitted by law, shall indemnify and hold the other PARTIES and their employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property resulting from the negligence or intentional misconduct of the ILLINOIS TOLLWAY or its agents.
- J. The VILLAGE shall agree to consider all variance requests submitted by property owners for setbacks or zoning deviations that are due to ILLINOIS TOLLWAY land acquisition.
- K. In the event, the ILLINOIS TOLLWAY identifies areas of any PARTIES right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the PARTY, shall upon the ILLINOIS TOLLWAY's application to the PARTY's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the respective PARTY shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored by the ILLINOIS TOLLWAY, at its sole cost and expense, to an "as good as – or – better" than pre-construction condition. The ILLINOIS TOLLWAY further agrees to the extent permitted by law, that it shall indemnify and hold harmless any permitting PARTY from any liability, claim, or cause of action relating to the ILLINOIS TOLLWAY's use of any such land. Approval of any permit shall not be unreasonably withheld by any of the PARTIES, but shall not be granted as a matter of right.
- L. Parcel plats and legal descriptions for property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format or DEPARTMENT format where applicable.
- M. The VILLAGE shall apply for a permit from the ILLINOIS TOLLWAY to construct specialty signage meeting ILLINOIS TOLLWAY requirements as

applicable in the future on the south wing wall of the eastbound Illinois Route 390 Bridge over Hamilton Lakes Drive and future Hamilton Lakes Business Park signage on ILLINOIS TOLLWAY right of way south of Ketter Drive and east of Ramp L1. The VILLAGE shall also apply for a permit from the ILLINOIS TOLLWAY for any landscaping improvements. Such landscaping should be compliant with the Federal Aviation Administration Advisory Circular, Hazardous Wildlife Attractants On or Near Airports (Advisory Circular No: 150/5200-33B) on ILLINOIS TOLLWAY right of way. Approval of said permits for the signage and landscaping shall not be unreasonably withheld by the ILLINOIS TOLLWAY.

- N. The COUNTY agrees to involve the ILLINOIS TOLLWAY in future negotiations for new or modified access control limits adjacent to Toll Highway ramp merge locations within the COUNTY's future right of way for maintenance and operation of their highways.
- O. The ILLINOIS TOLLWAY will provide access to the sight screen wood fence located between Parkside Avenue and Prospect Avenue, installed as part of the PROJECT and located on ILLINOIS TOLLWAY right-of-way, to the VILLAGE by request for maintenance as needed.
- P. By request, the ILLINOIS TOLLWAY will provide the VILLAGE access to the parkway north of the north curb of the south frontage road between Hamilton Lakes Drive and Arlington Heights Road extending to the eastbound Illinois Route 390 retaining wall on ILLINOIS TOLLWAY right of way for routine maintenance as needed.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing individual PARTY's 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 to any PARTY's facilities in the design of improvements.
- C. The PARTIES agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing PARTY rights of way, and on proposed PARTY rights of way where improvements to the respective PARTY highways are proposed by the PARTY to be done in conjunction with the PROJECT, without charge of permit fees 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 proposed ILLINOIS TOLLWAY rights of way which are outside areas of the other PARTIES jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the PARTY.
- E. Where VILLAGE facilities are proposed to be located on ILLINOIS TOLLWAY right of way secured with right of way fence, the VILLAGE will be granted access through the right of way fence gates as described in Section VIII. G.
- F. At all locations where utilities are located on rights of way owned by the ILLINOIS TOLLWAY that are planned to be subsequently transferred to another PARTY and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the PARTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) without charge of permit fees to the ILLINOIS TOLLWAY upon transfer of that right of way to another PARTY. Subsequent to transfer of that right of way to another PARTY, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the PARTY for any and all utility relocation costs the PARTY may incur that are reimbursable to the utility company for PROJECT required adjustments.
- G. At all locations where utilities are located on rights of way owned by any PARTY that are subsequently planned to be transferred to the ILLINOIS TOLLWAY and must be adjusted due to work proposed by any PARTY, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). The respective PARTY permits will no longer apply after transfer of right of way to the ILLINOIS TOLLWAY and any future relocation caused by any PARTY would result in that PARTY reimbursing the utility company. At all locations where any PARTY's utilities are located on ILLINOIS TOLLWAY rights of way or on other PARTY's rights of way and must be adjusted due to work proposed by the PARTY, the PARTY in question agrees to obtain from the ILLINOIS TOLLWAY and/or another PARTY, an approved permit for the facility, and to abide by all conditions set forth therein. The PARTY agrees to reimburse the ILLINOIS TOLLWAY for any and all utility relocation costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- H. The ILLINOIS TOLLWAY will cause all utility companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT, at no cost to the PARTIES.
- I. The PARTIES agree to accept applications for permits from utility companies to perform utility relocation work within the PROJECT and located on its property.

All such applications for permits shall include an executed Utility Work Order approved by the ILLINOIS TOLLWAY.

- J. During the duration of the PROJECT, the PARTIES agree to issue utility permits within the PROJECT limits in accordance with its' regular permit process and only for utility work as documented by a Utility Work Order that is approved by the ILLINOIS TOLLWAY and/or coordination with the ILLINOIS TOLLWAY.
- K. In the event utility facilities are relocated within the PROJECT limits, the ILLINOIS TOLLWAY shall grant to the utility company and its successors and assigns, owning or operating any utility facilities, the right to operate the same in the new location or locations on the property for as long a period and upon the same terms and conditions as it had the right to maintain and operate the facilities in their former location or locations.
- L. In the event utility facilities are located on property transferred to any of the PARTIES from the ILLINOIS TOLLWAY, the respective PARTY agrees to issue a permit, without charge of permit fees, for all utility work associated with or relocated as a result of the PROJECT. All subsequent maintenance, repairs or modifications to these utility facilities will require that permits be issued in accordance with the PARTIES' current Permit Ordinance.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain the VILLAGE's concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the PARTIES shall be submitted to the PARTIES for approval prior to commencing such work. The PARTIES shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the PARTY indicating its disapproval shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from that PARTY within thirty (30) calendar days after delivery to the PARTY of the proposed deviation, or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved by the PARTY.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the PARTIES, the

ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar days' written notice to the PARTIES prior to commencement of work on the PROJECT.

- D. The PARTIES and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects another PARTY's system. The PARTIES shall assign personnel to perform inspections on each PARTY's behalf for all work included in the PROJECT that affect another PARTY's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by each PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall require its contractor(s) working within any of the PARTIES rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April 2016, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- G. The ILLINOIS TOLLWAY shall require that the PARTIES, and their agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the PARTIES will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- H. The ILLINOIS TOLLWAY shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the PARTIES, and the PARTIES shall make an inspection thereof not later than seven (7) calendar days after notice thereof after notice of 70% completion. If any PARTY does not perform a final inspection within twenty-one (21) 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 that PARTY. At the request of the PARTIES, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the respective PARTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint

re-inspection upon completion of the corrective work. The respective PARTY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- I. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV.B, due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, issued April 2016, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.
- J. As-built drawings of utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the VILLAGE, in both paper format and electronically in PDF and CADD format, within sixty (60) calendar days after completion of the work.
- K. The contractor(s) use of VILLAGE water will follow VILLAGE hydrant metering procedures, and that water will be supplied at normal supply cost.
- L. As-built drawings for that part of the PROJECT that will be under the jurisdiction of the COUNTY including the north and south frontage roads and utility relocations within the frontage roads shall be provided to the COUNTY, in both paper and electronically within sixty (60) days after completion of the work.

## **V. FINANCIAL**

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the COUNTY and the VILLAGE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual final construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE is \$204,558.00 for construction costs, \$10,227.90 (5% of construction costs) for preliminary and design engineering, and \$20,455.80 (10% of construction costs) for construction engineering, for a total estimated cost of \$235,241.70. The estimated construction costs to the VILLAGE are further detailed below:

1. A sidewalk along Clover Ridge Lane from Millers Crossing to the south frontage road intersection, and pedestrian ramps at all signalized and non-signalized intersections, including the intersections with the south frontage road at Hamilton Lakes Drive in the northeast and southeast quadrants, Tall Oaks Lane and Nicole Way in the southwest and southeast quadrants, and Arlington Heights Road in the northwest and southeast quadrants, and at the intersection of Arlington Heights Road and Ketter Drive in the southwest and northeast quadrants - \$24,801.00.
  2. Enhanced noise wall panels (leaf form liner) along the south side of Illinois Route 390 - \$11,000.00.
  3. Special form liner signage on the north parapet of the westbound Illinois Route 390 Bridge at Hamilton Lakes Drive and on the north parapet of the westbound Illinois Route 390 Bridge and the south parapet of the eastbound Illinois Route 390 Bridge at Arlington Heights Road - \$6,000.00.
  4. The incremental cost for decorative lighting along the south side of the south frontage road between Hamilton Lakes Drive and Arlington Heights Road - \$6,103.00.
  5. New twelve inch (12") water main on the east side of Hamilton Lakes Drive - \$90,233.00.
  6. New eight inch (8") water main connection at Parkside Avenue from Arlington Heights Road to the existing watermain on Parkside Avenue - \$55,331.00.
  7. Black access control fencing along the south side of Ramp K3/K4, the north side of Illinois Route 390 from Hamilton Lakes Drive to Ketter Drive, and the north side of the detention basin south of the eastbound frontage road - \$11,090.00.
- D. It is further agreed that notwithstanding the estimated cost, the VILLAGE shall be responsible for the actual costs associated with the requested VILLAGE's IMPROVEMENTS described in the Recital section of this AGREEMENT and as detailed above.
- E. The VILLAGE in separate documents has conveyed Parcel EO-1B-12-905 as shown on "EXHIBIT A" as a Permanent Easement to the ILLINOIS TOLLWAY. The approved appraised market value is \$47,000.00 to be credited to the VILLAGE to partially offset the cost of the VILLAGE's IMPROVEMENTS.
- F. The VILLAGE agrees that their total estimated costs for the VILLAGE IMPROVEMENTS are \$235,241.70. The VILLAGE and the ILLINOIS TOLLWAY agree that the credit for the Parcel to be used by the VILLAGE as stated above to partially offset the cost of the VILLAGE IMPROVEMENTS is \$47,000.00, leaving an estimated balance due the ILLINOIS TOLLWAY of

\$188,241.70. The VILLAGE agrees that upon completion of the PROJECT and receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, but not prior to May 1, 2018, of the total obligation for the VILLAGE's IMPROVEMENTS incurred under this AGREEMENT, based upon actual costs.

- G. It is mutually agreed by the PARTIES hereto that the estimated cost to the COUNTY for the COUNTY's IMPROVEMENT's is \$87,137.00 for construction costs, \$4,356.85 (5% of construction costs) for preliminary and design engineering, and \$8,713.70 (10% of construction costs) for construction engineering, for a total estimated cost of \$100,207.55. The estimated construction costs to the COUNTY are further detailed below:
1. LED illuminated signage at the black painted traffic signals installed by the PROJECT at the intersections of Ramp K3 (eastbound I-290 to Hamilton Lakes Drive) and Hamilton Lakes Drive, Arlington Heights Road and the eastbound frontage road, and Arlington Heights Road and the westbound frontage road/Ketter Drive - \$40,832.00.
  2. Cost differential for black painted monotubes at the toll plaza - \$46,305.00.
- H. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the requested COUNTY's IMPROVEMENTS described in the Recital section of this AGREEMENT and as detailed above. All payments and credits shall be based upon actual final costs.
- I. The COUNTY in separate documents shall convey Parcel EO-1B-12-011 to the ILLINOIS TOLLWAY. The approved appraised market value is \$445,700.00 to be credited to the COUNTY to offset the cost of the COUNTY's IMPROVEMENTS.
- J. Since the cost of the COUNTY's IMPROVEMENTS are less than the value of Parcel EO-1B-12-011, the ILLINOIS TOLLWAY shall be responsible for the costs associated with the cost differential of the black monotubes and the LED signage referenced in this AGREEMENT. The COUNTY's remaining balance shall be carried over as a credit and applied to other EOWA project agreements involving the COUNTY.
- K. The COUNTY agrees that their total estimated costs for the COUNTY IMPROVEMENTS are \$100,207.55. The COUNTY and the ILLINOIS TOLLWAY agree that the credit for the Parcel to be used by the COUNTY as stated above to offset the cost of the COUNTY IMPROVEMENTS has been diminished to \$278,632.00 due to the use of that credit in Contract I-14-4642, for COUNTY IMPROVEMENTS, leaving an estimated balance due the COUNTY of \$178,424.45. The COUNTY's remaining balance shall be carried over as a credit and applied to other EOWA project agreements involving the COUNTY.

- L. The TOWNSHIP in separate documents has conveyed Parcel EO-1B-12-907, as shown on "EXHIBIT A," to the ILLINOIS TOLLWAY via eminent domain. The preliminary and final compensation value of the parcel is \$160,000 paid directly to the TOWNSHIP.
- M. Any PARTY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.
- N. The VILLAGE shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements, VILLAGE's IMPROVEMENTS, which would have been VILLAGE responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineers estimate or subject to VILLAGE budgetary constraints. The VILLAGE shall be responsible for costs incurred for those items that would have been VILLAGE responsibility prior to providing notice for the reduction or elimination of said items.

## **VI. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the DEPARTMENT, the COUNTY, the VILLAGE and the TOWNSHIP.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT, the COUNTY, the VILLAGE or the TOWNSHIP.
- 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 and piers, bridge girders/beams, bridge deck, 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 Toll Highway:
  - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over the local road.
  - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the Toll Highway.
  - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the Toll Highway.

## **VII. MAINTENANCE – RESPONSIBILITIES**

- A. The maintenance responsibilities are as shown on “EXHIBIT B” and as detailed below.
  - 1. The ILLINOIS TOLLWAY agrees to own and maintain Illinois Route 390 from Park Boulevard to Arlington Heights Road in its entirety; the retaining wall (R-224T) along eastbound Illinois Route 390 from Ramp G6 (westbound I-290 to eastbound Illinois Route 390) to Hamilton Lakes Drive, along south bound Hamilton Lakes Drive (under the structures carrying Illinois Route 390 over Hamilton Lakes Drive) and along westbound Illinois Route 390 west of Hamilton Lakes Drive; the retaining wall (R-253) along northbound Hamilton Lakes Drive (under the structures carrying Illinois Route 390 over Hamilton Lakes Drive), eastbound Illinois Route 390 from Hamilton Lakes Drive to Arlington Heights Road, and along southbound Arlington Heights Road (under the structures carrying Illinois Route 390 over Arlington Heights Road); the retaining wall (R-263) along Ramp M1 (westbound Illinois Route 390 entrance ramp from Prospect Avenue), northbound Arlington Heights Road (under the structures carrying Illinois Route 390 over Arlington Heights Road), and along Ramp M2 (eastbound Illinois Route 390 exit ramp to Prospect Avenue); the noise wall mounted to the top of the retaining wall (R-224T), mounted to the top of eastbound Illinois Route 390 bridge over Hamilton Lakes Drive, and mounted to the top of the retaining

wall (R-253) between Hamilton Lakes Drive and Nicole Way; three new detention basins located south of Illinois Route 390, south of the eastbound frontage road, and south of Ketter Drive; the Illinois Route 390 mainline and ramp lighting; and the landscaping (on ILLINOIS TOLLWAY right of way) planted behind the sight screen fence between Arlington Heights Road to Prospect Avenue.

2. The DEPARTMENT agrees to own and maintain, or cause to maintain, Ramp K3 (eastbound I-290 to Hamilton Lakes Drive); Ramp G6 (westbound I-290 to eastbound Illinois Route 390); the retaining wall (R-224) along Ramp G6; the noise wall mounted to the top of the retaining wall (R-224) along Ramp G6; the ground mounted noise wall along Ramp K4 (westbound I-290 to Hamilton Lakes Drive); the traffic signal at the Ramp K3/Hamilton Lakes Drive intersection including combination lighting; landscaping within DEPARTMENT right of way; and any work the ILLINOIS TOLLWAY is including in the PROJECT for the DEPARTMENT at their request, in their entirety. The Department is responsible for routine maintenance of the Department right of way located south of the retaining wall, noise wall and fence adjacent to Ramp K3/K4 and north and west of Clover Ridge Lane. Notwithstanding the foregoing, in deference to the Presidential Memorandum Pollinators, and consistent with Department prescribed mowing practices which limits roadside mowing to the first fifteen feet of area adjacent to the roadside, the Department does not intend to mow the right of way adjacent to noise walls and fences. The Department shall, however, allow the Village access to Department right of way for performing graffiti maintenance removal from the ground mounted noise wall along Ramp K4 facing away from the Department roadway and for performing routine maintenance of right of way adjacent to noise walls at the Village's discretion as described herein on attached exhibit B.
3. The COUNTY agrees to own and maintain, or cause to maintain, the westbound frontage road from Arlington Heights Road to Prospect Avenue as depicted on EXHIBIT B; the eastbound frontage road from Arlington Heights Road to Prospect Avenue as depicted on EXHIBIT B; Prospect Avenue; the new detention basin west of Prospect Avenue; the closed drainage system along the frontage roads; the traffic signals at the Arlington Heights Road and eastbound frontage road intersection and at the Arlington Heights Road and westbound frontage road/Ketter Drive intersection including combination lighting; the black powder coating on traffic signals installed as part of the PROJECT under COUNTY maintenance and jurisdiction; the emergency vehicle pre-emption system on the traffic signals located on Arlington Heights Road; the LED illuminated signage; or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in their entirety. The COUNTY agrees to be financially responsible for future costs associated with the differential cost to maintain and/or replace the standard traffic signal equipment with black powder coated equipment for the DEPARTMENT traffic signals at Ramp K3/Hamilton Lakes Drive.

The COUNTY also agrees to be responsible for the future costs associated with the differential cost of maintaining the black monotubes installed by the ILLINOIS TOLLWAY at Plaza 324 (Park Boulevard). The ILLINOIS TOLLWAY will actually maintain the monotubes and invoice the COUNTY as needed.

4. The VILLAGE agrees to own and maintain, or cause to maintain, Clover Ridge Lane (currently Park Boulevard West), Hamilton Lakes Drive (currently Park Boulevard), the south frontage road between Hamilton Lakes Drive and Arlington Heights Road;, Arlington Heights Road, Ketter Drive, Tall Oaks Lane, Nicole Way and Millers Crossing; the parkway north of the north curb of the south frontage road between Hamilton Lakes Drive and Arlington Heights Road extending to the eastbound Illinois Route 390 retaining wall (R-253) on ILLINOIS TOLLWAY right of way, including but not limited to lawn mowing, trimming of trees and shrubs, litter control, and graffiti removal on the retaining wall (R-253) facing the VILLAGE roadway; the new detention basin east of Arlington Heights Road and north of Parkside Avenue; the box culvert under Clover Ridge Lane; the closed separate drainage system along the local roads under VILLAGE maintenance and jurisdiction; the sidewalk in the southwest quadrant of Arlington Heights Road/south frontage road intersection along the west side of Arlington Heights Road south of the south frontage road intersection, in the northwest quadrant of Arlington Heights Road and Ketter Drive intersection, and along the southeast quadrant of Clover Ridge Lane and the eastbound frontage road; the existing water main along the south frontage road between Hamilton Lakes Drive and Arlington Heights Road; the new water main north of Illinois Route 390 from Arlington Heights Road to Prospect Avenue; the existing sanitary sewer along the south frontage road between Hamilton Lakes Drive and Arlington Heights Road; the new sanitary sewer along the west side of Arlington Heights Road; the new sanitary sewer from Arlington Heights Road to Prospect Avenue south of Illinois Route 390; the new sanitary sewer on the west side of Prospect Avenue from the eastbound frontage road through the PROJECT limits; the traffic signals at the Ramp L1 and Ketter Drive intersections including the black powder coating; the sight screen wood fencing between Parkside Avenue and Prospect Avenue; underpass lighting luminaires at Hamilton Lakes Drive and Arlington Heights Road; or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in their entirety. The VILLAGE also agrees to maintain the VILLAGE's IMPROVEMENTS, including the sidewalk along Clover Ridge Lane from Millers Crossing to the south frontage road intersection and the pedestrian ramps at signalized and non-signalized intersections; future costs incurred by the ILLINOIS TOLLWAY, subject to VILLAGE review and approval prior to expenditure, for maintaining the special form liner signage on Hamilton Lakes Drive and Arlington Heights Road bridges; the accent noise wall panels (leaf form liner); the decorative lighting along the south side of the south frontage road between Hamilton Lakes Drive and Arlington Heights Road including electrical energy costs; the new

twelve inch (12”) water main along the east side of Hamilton Lakes Drive; the new eight inch (8”) water main connection at Parkside Avenue from Arlington Heights Road to the existing watermain along Parkside Avenue; and the cost differential that is incurred by the ILLINOIS TOLLWAY or DEPARTMENT, subject to VILLAGE review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without black coating) on DEPARTMENT and ILLINOIS TOLLWAY right of way.

The VILLAGE agrees, to the extent permitted by law, 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 maintenance of the parkway and graffiti removal on ILLINOIS TOLLWAY right of way.

5. The TOWNSHIP agrees to maintain, or cause to maintain, Parkside Avenue, and any work the ILLINOIS TOLLWAY is including in the PROJECT for the TOWNSHIP at their request, in their entirety.
- B. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

<u>Type of Bridge Structure</u>	<u>Affected Roadway</u>
Type 1	Eastbound Illinois Route 390 over Hamilton Lakes Drive
Type 1	Westbound Illinois Route 390 over Hamilton Lakes Drive
Type 1	Eastbound Illinois Route 390 over Arlington Heights Road
Type 1	Westbound Illinois Route 390 over Arlington Heights Road

1. Type 1 - ILLINOIS TOLLWAY Toll Highway over a Local Road
  - a. The VILLAGE has all maintenance responsibility as to the following:
    - i. All VILLAGE highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;

- ii. All drainage facilities which drain VILLAGE highway facilities, except such facilities installed by the ILLINOIS TOLLWAY on VILLAGE property for the purpose of carrying exclusively Toll Highway drainage;
  - iii. All underpass lighting;
  - iv. All VILLAGE traffic signals;
- b. The ILLINOIS TOLLWAY has all maintenance responsibility as to all remaining portions of the ILLINOIS TOLLWAY Toll Highway at an intersection not maintained by the VILLAGE, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within ILLINOIS TOLLWAY access control fencing, and fences.
- C. Upon acceptance by the PARTIES hereto of the traffic signal work included herein, the financial responsibility for maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

<u>INTERSECTION</u>	<u>MAINTENANCE</u>	<u>ELEC. ENERGY</u>
Ramp K3 @ Hamilton Lakes Drive		
DEPARTMENT Share	25%	0%
VILLAGE Share	75%	100%
Ketter Drive @ Ramp L1		
VILLAGE Share	100%	100%
Arlington Heights Road @ Eastbound Frontage Road		
COUNTY Share	25%	0%
VILLAGE Share	75%	100%
Arlington Heights Road @ Westbound Frontage Road		
COUNTY Share	25%	0%
VILLAGE Share	75%	100%

- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way.
- E. In the event that any PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY roadway operations or required for the performance of maintenance obligations of the respective party under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance costs, repair costs, replacement costs, removal and/or renewal costs of such items, including such costs for the maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the ILLINOIS TOLLWAY pursuant to this AGREEMENT and in accordance with the approved permit(s).
- F. Signalization and pavement markings at the interchanges, if any, will be under the control of the COUNTY, VILLAGE, and/or DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed. The PARTIES consent when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal operations to give exit ramps priority.
- G. The jurisdictional agency shall maintain the master controller in the intersection that includes the master controller and shall be responsible for 100% of the maintenance of the master controller and communication to the master controller.
- H. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the shared use paths, sidewalks, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic located at and on ILLINOIS TOLLWAY property, in its entirety.
- I. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the shared use paths sidewalks, fences, appurtenances, retaining walls, landscaping, etc.
- J. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modification, relocation or reconstruction to any VILLAGE requested enhancements located on ILLINOIS TOLLWAY property, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said signage, fencing, walls, landscaping, etc., in conjunction with the ILLINOIS TOLLWAY's proposed improvement.

## **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of the local's highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within each individual PARTY's right of way pursuant to the approved plans and specifications 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 PARTIES shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the respective PARTIES.
- D. The responsibilities for snow and ice removal from the roadways under jurisdiction of the respective PARTIES and for mowing and litter removal will be handled under a separate agreement between the parties.
- E. Nothing herein is intended to prevent or preclude any PARTY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- F. Attached as "EXHIBIT B" is a description and identification of the PARTIES respective maintenance responsibilities. In the event there is a conflict between the aforementioned Exhibit and the maintenance provisions contained in Section VII of this AGREEMENT, the text in Section VII shall control.
- G. The VILLAGE will be provided with a limited number of keys for the ILLINOIS TOLLWAY owned locks that will be installed on the right of way fence gates. Prior to being provided with the keys, the VILLAGE must provide contact information for VILLAGE personnel that will possess the keys. The VILLAGE further agrees that it shall notify the ILLINOIS TOLLWAY should there be changes to VILLAGE personnel that will retain the keys for access to the VILLAGE's sanitary sewer and sight screening fence. The VILLAGE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the access, use, maintenance or reconstruction of the sanitary sewer located on ILLINOIS TOLLWAY right of way.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Transportation, the County of DuPage, the Village of Itasca, Addison Township and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the PARTIES shall obtain or retain jurisdiction of the all local roads traversed or affected by Illinois Route 390 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Deputy Director/District One Engineer of the DEPARTMENT, the Director of Transportation/County Engineer of the COUNTY, the Village Engineer of the VILLAGE and the TOWNSHIP'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 Deputy Director/District One Engineer of the DEPARTMENT, the Director of Transportation/County Engineer of the COUNTY, the Village Engineer of the VILLAGE, the TOWNSHIP's Highway Commissioner and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to any of the PARTIES (requested work, utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for any of the individual PARTY's (requested work, utilities, facilities, roadways, etc.), the Chief Engineer of the ILLINOIS TOLLWAY and the individual PARTY's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the PARTY's

(requested work, utilities, facilities, roadways, etc.), the decision of the PARTY's Engineer 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 five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005935 and it is doing business as a governmental entity, whose mailing address is Village of Itasca, 550 West Irving Park Road, Itasca, Illinois 60143.
- J. Under penalties of perjury, the TOWNSHIP certifies that its correct Federal Tax Identification number is 36-6006173 and it is doing business as a governmental entity, whose mailing address is Addison Township Highway Department, 411 West Potter, Wood Dale, Illinois 60191..
- K. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- L. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- N. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any of the PARTIES unless such provision is waived in writing.
- O. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- P. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

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

To the COUNTY: The DuPage County Division of  
Transportation  
Jack T. Knuepfer Administration  
Building  
421 North County Farm Road  
Wheaton, Illinois 60187  
Attn: Director of  
Transportation/County  
Engineer

To the VILLAGE: The Village of Itasca  
550 West Irving Park Road  
Itasca, Illinois 60143  
Attn: Village Administrator

To the TOWNSHIP: The Addison Township Highway  
Department  
411 West Potter  
Wood Dale, Illinois 60191  
Attn: Highway Commissioner

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

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

(This section intentionally left blank)

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

**ADDISON TOWNSHIP HIGHWAY DEPARTMENT**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Donald Holod  
Highway Commissioner

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

**THE VILLAGE OF ITASCA**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Jeff Pruyn  
Mayor

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

**COUNTY OF DUPAGE**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Daniel J. Cronin  
Chairman, DuPage County Board  
Paul Hinds  
County Clerk

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

**THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Anthony Quigley, P.E.  
Region One Engineer

Attest: \_\_\_\_\_

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Willard S. Evans, Jr.  
Chairman

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

By: \_\_\_\_\_  
Michael Colsch  
Chief Financial Officer

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

By: \_\_\_\_\_  
Kathleen R. Pasulka-Brown  
General Counsel

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

Approved as to Form and Constitutionality

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

**RESOLUTION NO. 1296-21**

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT REGARDING ILLINOIS ROUTE 390 CORRIDOR ENHANCEMENTS**

WHEREAS, the Illinois State Toll Highway Authority (“Tollway”), the State of Illinois acting by and through its Department of Transportation (“IDOT”), County of DuPage, Addison Township Highway Department, and the Village of Itasca (“Village”) (collectively, “Parties”) are public entities; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. allow units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the Tollway performed construction on Illinois Route 390 to improve access to O’Hare International Airport (known as the Elgin O’Hare Western Access or “EOWA” Project); and,

WHEREAS, the Parties wish to enter into Exhibit A, an Intergovernmental Agreement #6, which details the scope of work and improvements to be made, the costs each party will incur for this work, and the ongoing ownership and maintenance responsibilities of each Party for the improvement; and

WHEREAS, the corporate authorities of the Village of Itasca wish to accept the Intergovernmental Agreement #6, Exhibit A, and authorize the Village President to execute it on behalf of the Village of Itasca.

NOW, THEREFORE, BE IT RESOLVED by the Village President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve the Intergovernmental Agreement #6, Exhibit A between the Village of Itasca, the Tollway, IDOT, County of DuPage, and Addison Township Highway Department.

SECTION TWO: The Village President, or his designee, is hereby authorized to sign and execute Exhibit A, the Intergovernmental Agreement #6 on behalf of the Village of Itasca.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

	Trustee Aianni	Trustee Gavanes	Trustee Leahy	Trustee Linsner	Trustee Madaras	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>						
Nay	<input type="checkbox"/>						
Absent	<input type="checkbox"/>						
Abstain	<input type="checkbox"/>						

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 3<sup>rd</sup> day of August, 2021.

APPROVED:

\_\_\_\_\_  
Village President Jeffery J. Pruyn

ATTEST:

\_\_\_\_\_  
Village Clerk Jody Conidi