

RESOLUTION NO. 19-2488

VOTE: Passed on a roll call vote.

Voting aye: Trustees Tyrrell, Tymick,

Siffermann, Rudolph and Hansen.

Voting nay: Trustee Allen.

DATE: May 20, 2019

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND THE VILLAGE OF WESTERN SPRINGS REGARDING CERTAIN PROPOSED CONSTRUCTION IMPROVEMENTS TO THE TRI-STATE TOLLWAY (I-294) AND THE BURLINGTON NORTHERN SANTA FE RAILWAY (BNSF RR) BRIDGE (M.P. 26.6, BRIDGE NUMBER 261) AND OTHER PROPOSED VILLAGE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE ADJACENT TO OR WITHIN THE VILLAGE CORPORATE LIMITS.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to enter into an "INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND THE VILLAGE OF WESTERN SPRINGS" regarding certain proposed construction improvements to the Tri-State Tollway (I-294) and the Burlington Northern Santa Fe Railway (BNSF RR) Bridge (M.P. 26.6, Bridge Number 261) and other proposed Village public infrastructure improvements to be made adjacent to or within the Village corporate limits (the "Agreement"), which are more fully described in the Agreement and are summarized below:

Replacement of the structure carrying the BNSF RR over the Tri-State Tollway, including a temporary shoofly bridge carrying the BNSF RR over the Tri-State Tollway, temporary earth embankment supporting shoofly railroad track alignment, pedestrian bridge removal and replacement, mainline pavement and shoulder reconstruction and widening, mainline pavement patching as necessary, drainage improvements, ground improvements consisting of timber piling, permanent and temporary retaining walls, sound walls, erosion control measures, dust mitigation measures, air quality monitoring, vibration monitoring, and water quality monitoring in relation to Village Water Well No. 4, and landscaping improvements, maintenance of traffic, temporary and permanent lighting, water main relocation, sidewalk construction, and all work necessary to complete the PROJECT in accordance with the approved plans and specifications (the "Project"); and

WHEREAS, the Illinois State Toll Highway Authority (the "ISTHA") desires to enter into the Agreement and agrees to construct the Project in accordance with the terms and conditions set forth in the Agreement. A copy of the Agreement is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, in the fall of 2018 and early in 2019, the General Government Committee conducted open public meetings at which the Project was discussed, presentations by the ISTHA staff and consultants were received, and input from the Village staff and consultants as well as the public was considered. During that same time period, the Village held open informational meetings at the Village Hall to provide information regarding the Project to the Village residents and to allow the ISTHA staff and consultants to make presentations regarding the Project. During the February, March and April 2019 public meetings of the General Government Committee, the attached Agreement was discussed with the Committee by Village staff and Village consultants. At the April 29, 2019 meeting, the General Government Committee voted unanimously to recommend that the Village Board approve and enter into the Agreement; and

WHEREAS, on May 7, 2019 and May 20, 2019, the President and Board of Trustees of the Village conducted open public meetings at which the Project and the Agreement and the General Government Committee's recommendation were discussed and input from the Village staff and consultants as well as the public was considered. Presentations and/or comments by the ISTHA staff and consultants were also received at those meetings. At its May 20, 2019 meeting, the President and Board of Trustees of the Village of Western Springs accepted the General Government Committee's recommendation to approve and enter into the Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs and the ISTHA have the authority to approve and enter into the attached Agreement, pursuant to Article VII, Section 10(a) of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/ *et seq.*).

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the "INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND THE VILLAGE OF WESTERN SPRINGS" regarding certain proposed construction improvements to the Tri-State Tollway (I-294) and the Burlington Northern Santa Fe Railway (BNSF RR) Bridge (M.P. 26.6, Bridge Number 261) and other proposed Village public infrastructure improvements to be made adjacent to or within the Village corporate limits (the "Agreement"), a copy of which is attached hereto as **Exhibit "1"** and made a part hereof, and authorize and direct the President and Clerk of the Village of Western Springs (or their designees) to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Board of Trustees further authorize and direct the President and Clerk (or their designees) to execute such other documents as are necessary to fulfill the Village's obligations under the Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: The President and Board of Trustees of the Village of Western Springs authorize and direct the Village Manager, or his/her designee, to submit certified copies of this Resolution and the signed Agreement to the ISTHA and any other governmental agencies with jurisdiction over the Project.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 20th day of May, 2019, and approved by me as President, and attested by the Acting Village Clerk, on the same day.



Alice F. Gallagher, Village President

ATTEST:


James Horvath, Acting Village Clerk

EXHIBIT "1"

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND THE VILLAGE OF WESTERN SPRINGS**

**(CERTAIN PROPOSED CONSTRUCTION IMPROVEMENTS
TO THE TRI-STATE TOLLWAY (I-294) AND THE BURLINGTON NORTHERN
SANTA FE RAILWAY (BNSF RR) BRIDGE (M.P. 26.6, BRIDGE NUMBER 261)
AND OTHER PROPOSED VILLAGE PUBLIC INFRASTRUCTURE IMPROVEMENTS
TO BE MADE ADJACENT TO OR WITHIN THE VILLAGE CORPORATE LIMITS)**

(attached)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF WESTERN SPRINGS**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 24TH day of May, 2019, 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 WESTERN SPRINGS, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, intends to improve the Tri-State Tollway (I-294) from 95th Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), (hereinafter sometimes referred to as "Toll Highway"), including the Burlington Northern Santa Fe Railway (BNSF RR) Bridge (M.P. 26.6, Bridge Number 261), and included in ILLINOIS TOLLWAY contract(s) including but not limited to Design Contract #'s RR-14-4222, I-17-4298, I-17-4304 and I-18-4424, and Construction Contract # I-18-4428 and (hereinafter referred to as the "PROJECT") by making the following improvements:

Replacement of the structure carrying the BNSF RR over the Tri-State Tollway, including a temporary shoofly bridge carrying the BNSF RR over the Tri-State Tollway, temporary earth embankment supporting shoofly railroad track alignment, pedestrian bridge removal and replacement, mainline pavement and shoulder reconstruction and widening, mainline pavement patching as necessary, drainage improvements, ground improvements consisting of timber piling, permanent and temporary retaining walls, sound walls, erosion control measures, dust mitigation measures, air quality monitoring, vibration monitoring, and water quality monitoring in relation to VILLAGE Water Well No. 4, and landscaping improvements, maintenance of traffic, temporary and permanent lighting, water main relocation, sidewalk construction, and all work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is reconstructing the BNSF Railway Bridge over I-294 at approximately M.P. 26.6 in the Village of Western Springs; and

WHEREAS, the Preliminary Project Design Plans covering the overall PROJECT Site Area and each component of the PROJECT are attached hereto as "**Group Exhibit 1**" and made a part hereof; and

WHEREAS, the Final Project Plans shall be prepared by the ILLINOIS TOLLWAY based on the content, design and specification details contained in the Preliminary Plans and the Final Plans shall substantially conform to the content, design and specification details set forth in the Preliminary Plans. The Final Plans, and approved revisions shall be used to construct the PROJECT, subject to any Amended Final Plans; and

WHEREAS, the ILLINOIS TOLLWAY shall fund and construct the removal and replacement of the pedestrian bridge over I-294 at a location mutually agreed upon by the ILLINOIS TOLLWAY, the VILLAGE and the Village of Hinsdale; and

WHEREAS, the ILLINOIS TOLLWAY shall work in partnership with the VILLAGE, as well as Cook County, and the Villages of Burr Ridge and Indian Head Park to develop specific, detailed plans for the design and construction of additional widening of the Plainfield Road Bridge over I-294 to accommodate a multi-use pedestrian and bike path to be located on top of the Bridge and underneath the Bridge on east side of Flagg Creek as generally shown on the Plainfield Road Bridge Plan attached as “**Exhibit A**”; and

WHEREAS, the ILLINOIS TOLLWAY shall work in partnership with the VILLAGE to develop specific, detailed plans for, and rehabilitate (including pavement patching and grind/resurface of streets and repair or replacement of curbs and gutters) Hillgrove Avenue, and Burlington Avenue, including lighting, water main relocation, sidewalk replacement, retaining wall, storm sewer, and storm sewer casing as part of the PROJECT as generally shown on the Preliminary Plans attached as “**Group Exhibit 1**”; and

WHEREAS, the ILLINOIS TOLLWAY, at its cost, shall replace the existing retaining wall within the VILLAGE Public Works Facility and construct bins perpendicular to the walls, made of concrete block, as part of the PROJECT as shown on the Ground Improvements Plan attached as “**Exhibit B**”; and

WHEREAS, the ILLINOIS TOLLWAY, at its cost, shall erect noise abatement walls in compliance with the Illinois Tollway Traffic Noise Study and Abatement Policy. New areas receiving noise abatement walls will include those adjacent to the Hinsdale Oasis, the VILLAGE Public Works Facility and along the Timber Trails subdivision as shown on the Noise Abatement Policy attached as “**Exhibit C**”. The noise wall study identifying affected locations within the VILLAGE will be made available to the VILLAGE; and

WHEREAS, the VILLAGE may enter into a separate agreement with the ILLINOIS TOLLWAY for the use of fiber optic cable within the ILLINOIS TOLLWAY’s fiber optic system. The VILLAGE agrees to utilize the fiber for government purposes only. The VILLAGE will be required to have a handhole immediately adjacent to the east right-of-way line of I-294 for access to the ILLINOIS TOLLWAY duct package. The VILLAGE will provide the necessary connections to the VILLAGE Public Works Facility building; and

WHEREAS, the PROJECT will include a new railroad switch track in the VILLAGE as shown in “**Group Exhibit 1**”, and the ILLINOIS TOLLWAY will collaborate with the VILLAGE to replace an existing at-grade pedestrian BNSF RR crossing with a new pedestrian underpass and to encourage the BNSF to install signage that limits maintenance train parking to an area west of the new railroad switch track and within the ILLINOIS TOLLWAY’S right-of-way; and

WHEREAS, the ILLINOIS TOLLWAY agrees to make arrangements for access and to issue all permits for the installation of any VILLAGE fiber located on the existing ILLINOIS TOLLWAY right-of-way and the ILLINOIS TOLLWAY Communications Tower at no expense to the VILLAGE; and

WHEREAS, the VILLAGE agrees to obtain at no cost to the ILLINOIS TOLLWAY, a permit/license from BNSF RR to install a forty-eight inch (48.0”) reinforced concrete storm pipe beneath the BNSF RR tracks, which shall be owned and maintained by the VILLAGE, as shown on the Proposed Drainage Installation under BNSF Embankment attached as “**Exhibit D**”; and

WHEREAS, the ILLINOIS TOLLWAY agrees to install as part of its PROJECT a forty-eight inch (48.0”) reinforced concrete storm pipe beneath the BNSF RR extending from Flagg Creek to the Public Works Facility including connections to the Village’s existing storm sewer systems, which shall be owned and maintained by the VILLAGE, as shown on “**Exhibit D**”; and

WHEREAS, the VILLAGE shall cooperate with the ILLINOIS TOLLWAY in its performance of the construction and maintenance agreement and other contractual obligations to the BNSF RR; and

WHEREAS, the VILLAGE shall fund the construction of a new pedestrian underpass under the BNSF RR at Prospect Avenue connecting Burlington Avenue to Hillgrove Avenue (the “Prospect Avenue Pedestrian Underpass”) will enhance safety for existing and future conditions associated with a new railroad switch track. The underpass is a VILLAGE led project; and

WHEREAS, the VILLAGE requests that that the ILLINOIS TOLLWAY cooperate with the VILLAGE so that the construction of the Prospect Avenue Pedestrian Underpass coincides with the construction of the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY will provide design section engineering (DSE) services for preparation of an alternative analysis, environmental studies, Phase I, and all Phase II engineering to complete preliminary and final contract plans and specifications and PROJECT related permits for the proposed construction of the Prospect Avenue Pedestrian Underpass. This new pedestrian underpass is a separate VILLAGE PROJECT not associated with the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY and the VILLAGE by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, stormwater management, 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.* and pursuant to Board approval 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.* and pursuant to Board approval 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. Final Plans. The ILLINOIS TOLLWAY agrees, to perform alternatives analysis, environmental studies, Phase I Addendum, and all Phase II engineering to complete preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, including any agreed upon contract revisions (collectively "Final Plans"). Copies of the preliminary and final versions of the above-described documents in this Subsection shall be provided by the ILLINOIS TOLLWAY to the VILLAGE for its review and comment.
- B. Delivery of Final Plans. The approved version of the Final Plans for the PROJECT shall be promptly delivered to the VILLAGE by the ILLINOIS TOLLWAY.
- C. Village Review Period. Unless otherwise agreed to by the ILLINOIS TOLLWAY, the VILLAGE shall review the Final Plans which impact the VILLAGE's maintained highways/facilities within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE within this time period, the lack of response shall be deemed approval of the Final Plans. Approval by the VILLAGE shall mean the VILLAGE agrees with all specifications in the Final Plans, including alignment and location of the PROJECT improvements which impact the VILLAGE's maintained highways and facilities. In the event of disapproval, the VILLAGE will detail in writing its objections to the proposed Final Plans for review and consideration by the ILLINOIS TOLLWAY.

- D. Final Plan Dispute Resolution. Any dispute concerning the Final Plans and shall be resolved in accordance with Section IX (General Provisions) of this AGREEMENT.
- E. Project Oversight; Cooperation. 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, Cook County Soil and Water Conservation District (SWPPP), Cook County, Flagg Creek Water Reclamation District, Illinois Environmental Protection Agency, etc.), and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT. The PARTIES agree to cooperate and coordinate their respective improvements and work under this Agreement to minimize any impact on their respective day-to-day non-PROJECT related operations.
- F. Village Permits and Access Consent. The VILLAGE, at no charge to the ILLINOIS TOLLWAY, shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and rights-of-way within the PROJECT boundary as shown on the Land Acquisition Plan attached as “**Exhibit E**” to allow the ILLINOIS TOLLWAY to complete the PROJECT. Any permit for any rights of access or temporary use shall not be unreasonably withheld by the VILLAGE.
- G. Landscape Restoration and Enhancements. The ILLINOIS TOLLWAY, at its cost, will work with the VILLAGE and the Western Springs Park District (“WSPD”) to prepare final landscape design plans (including type and quantities of landscape materials, placement of landscape materials and designation of maintenance responsibilities) as part of the Final Plans and then will implement landscaping restoration and modifications to provide screening and enhance the environments of Spring Rock Park and other open spaces adjacent to the PROJECT consistent with the Landscape Plan attached as “**Exhibit F**” and the Sidewalk Plan attached as “**Exhibit G**”, and will include appropriate plans for residential locations such as Commonwealth in the Village Subdivision, Timber Trails Subdivision and Old Town Neighborhood; provided, however, that it is understood by the PARTIES that maintenance responsibility for landscaping referenced herein rests with the responsible property owner. Notice of the landscape restoration and enhancement work shall be provided by the ILLINOIS TOLLWAY to the VILLAGE in writing at least twenty-five (25) calendar days prior to the commencement of the work. The ILLINOIS TOLLWAY’s contract specifications will require its contractors to provide at least a one (1) year warranty for such landscape improvements, which

warranty shall not commence until after acceptance of the said improvements by the ILLINOIS TOLLWAY.

- H. Prospect Avenue Pedestrian Underpass Plans. Apart from PROJECT related services, the ILLINOIS TOLLWAY will provide design section engineering (DSE) services for preparation of an alternatives analysis, environmental studies, Phase I, and all Phase II engineering to complete preliminary and final contract plans and specifications and project related permits for the proposed construction of the Prospect Avenue Pedestrian Underpass. Copies of the preliminary and final versions of the above-described documents in this Subsection shall be provided by the ILLINOIS TOLLWAY in electronic format and paper format to the VILLAGE for its review and comment.
- I. Stormwater Drainage Facilities. No construction related to the PROJECT will reduce the capacity or operation of the VILLAGE stormwater management systems which are tributary to the ILLINOIS TOLLWAY rights-of-way or real property. The ILLINOIS TOLLWAY will provide stormwater management documents including studies, design calculations, plans, specifications, detention basin landscape maintenance plan (i.e., grass and landscape care, debris / litter and invasive weed removal) and details to the VILLAGE for those areas within or adjacent to the VILLAGE at sixty percent (60%) design completion and allow twenty-one (21) calendar days for review and comment from the VILLAGE. Included in these documents, the ILLINOIS TOLLWAY will provide a study specifically to explain the impacts of the proposed ILLINOIS TOLLWAY stormwater management and environmental enhancement features (ditches, culverts, pipes, detention facilities, etc.) upon the VILLAGE's drainage systems which are tributary to ILLINOIS TOLLWAY rights-of-way and real property. This study will include conditions before, during, and after the ILLINOIS TOLLWAY construction. The ILLINOIS TOLLWAY agrees that if it reduces the capacity or operation of the VILLAGE's stormwater management systems, the ILLINOIS TOLLWAY, at its cost, will commence on-site efforts to remedy the problem and reinstate the capacity within two (2) hours of written notice from the VILLAGE with the goal of completing restoration within twenty-four (24) hours. The Illinois Tollway will provide progress reports as requested by the Village until restoration is completed.
- J. Oasis. The ILLINOIS TOLLWAY agrees to work with the VILLAGE in an attempt to address parking lot light reduction modifications, site aesthetic concerns and exhaust regulations for Oasis vendors. The ILLINOIS TOLLWAY endeavors to provide additional truck parking within the Corridor to help address truck noise and exhaust. To the extent the ILLINOIS TOLLWAY has permission to do so, the ILLINOIS TOLLWAY will provide site development documents including studies, design calculations, plans, anticipated, allowable and authorized land uses, executed leases or license agreements, debris/litter clean-up schedule, specifications, and details to the VILLAGE for the east-side Oasis site adjacent to the VILLAGE. as it is made available to the ILLINOIS TOLLWAY.

- K. Plan Reviews. The ILLINOIS TOLLWAY will provide Preliminary Plans (60%) for the PROJECT activities related to the VILLAGE, including studies, design calculations, plans, specifications, and details to the VILLAGE for those areas within or adjacent to the VILLAGE and allow twenty-one (21) calendar days for review and comment from the VILLAGE.
- L. Amendments to Conditional Use Permits/Planned Unit Developments. The PARTIES agree to cooperate in any zoning processes that are required to amend existing conditional use permit(s)/planned unit development ordinances for Timber Trails Subdivision and Commonwealth in the Village Subdivision as a result of the PROJECT.

II. RIGHTS-OF-WAY

- A. Survey Work; Final Plans. The ILLINOIS TOLLWAY shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all right-of-way acquisitions (both permanent and temporary) necessary for the construction of the PROJECT consistent with the Preliminary Plans, including the Land Acquisition Plan identified in “**Exhibit E**”, in order to prepare the Final Plans. When they are made available to or provided to the ILLINOIS TOLLWAY, copies of the final versions of the survey work and parcel plats and legal descriptions for all real estate, right-of-way and easement acquisitions (both permanent and temporary easements) shall be provided by the ILLINOIS TOLLWAY to the VILLAGE for its review and comment. When they are made available to or provided to the ILLINOIS TOLLWAY, copies of pertinent legal descriptions and permanent and temporary easement descriptions shall also be provided by the ILLINOIS TOLLWAY to the VILLAGE in Word format for use by the VILLAGE in preparing its PROJECT-related documents.
- B. Right-of-Way Acquisition. Rights-of-way acquired by the ILLINOIS TOLLWAY from the VILLAGE are authorized by the Toll Highway Act [605 ILCS 10/10(d)] shall be exclusively for construction of the PROJECT, Tollway operations, or for other improvements to be maintained by the ILLINOIS TOLLWAY (if needed), shall be acquired in the name of the ILLINOIS TOLLWAY, by the ILLINOIS TOLLWAY. Rights-of-way to be acquired by the ILLINOIS TOLLWAY from the VILLAGE are identified in “**Exhibit E**” and made a part hereof. Copies of the respective acquisition authorizing ordinance(s) shall be made available upon request of either PARTY and conveyance documents related to this Subsection shall be provided by each PARTY to the other PARTY for review and comment prior to completion. Certified fully executed copies of such final ordinance(s) and conveyance documents shall be exchanged by the Parties upon approval by their respective corporate authorities.

- C. Parcel Plat and Legal Description Format. Parcel plats and legal descriptions for VILLAGE property required for ILLINOIS TOLLWAY facilities shall conform to the Illinois State Toll Highway Authority format.
- D. Real Property Acquisitions. Real property acquisitions needed by the ILLINOIS TOLLWAY from the VILLAGE for the PROJECT have been identified as Fee acquisitions within Parcels TW-5-16-025, TW-5-16-070, and TW-5-16-111; and a Permanent Easement within Parcel TW-5-16-039, identified in “**Exhibit E**”. Copies of the respective acquisition authorizing ordinance(s) shall be made available upon request of either party and conveyance documents related to this Subsection shall be provided by each PARTY to the other PARTY for review and comment prior to completion. Certified fully executed copies of such final ordinance(s) and conveyance documents shall be exchanged by the Parties upon approval by their respective corporate authorities. The VILLAGE shall convey said real property, right-of-way and easements, execute any and all documentation incidental to said conveyance, and provide all other reasonable documentation required by the ILLINOIS TOLLWAY in association with said conveyance, at no cost to the ILLINOIS TOLLWAY.
- E. Survey Work; Parcel Plats; Legal Descriptions. The ILLINOIS TOLLWAY, pursuant to the approved Final Plans shall perform all survey work, prepare all parcel plats and establish legal descriptions necessary to acquire all new right-of-way interests for the construction and future operation of the PROJECT. Throughout the acquisition processes, the ILLINOIS TOLLWAY will conduct their activities in accord with its written Policies and Procedures.
- F. Access to PROJECT Area. In order to avoid PROJECT delays, each PARTY permits and authorizes the other PARTY, their employees, vendors, and/or contractor(s) unrestricted access to use all parcels identified in “**Exhibit E**”. Additional consideration and/or financial credit will not be granted pursuant to this interim permission and authorization.
- G. Permanent Easement for BNSF RR. The ILLINOIS TOLLWAY will transfer a portion of the Parcel TW-5-16-070 as a permanent easement to the BNSF RR for use as a proposed embankment as part of the PROJECT as shown in the Preliminary Plans including the Ground Improvements Plan as identified in “**Exhibit B**” and the Land Acquisition Plan as identified in “**Exhibit E**”. It is understood by the PARTIES that maintenance responsibility of the portion of Parcel TW-5-16-070 referenced herein shall rest with BNSF.
- H. Stormwater Drainage Easement with WSPD. The PARTIES agree that a separate stormwater drainage easement agreement will be entered into by the VILLAGE and the WSPD to document the permanent easement requirements for the new sewer constructed along the existing ILLINOIS TOLLWAY berm and BNSF embankment in Spring Rock Park which are included in the PROJECT.

- I. Proposed Cul-De-Sac. If the ILLINOIS TOLLWAY acquires real property as part of the PROJECT at the current south terminus of Commonwealth Avenue, upon completion of the PROJECT, the ILLINOIS TOLLWAY will construct a cul-de-sac, and per separate intergovernmental agreement will transfer ownership, jurisdiction and maintenance responsibilities of the cul-de-sac to the VILLAGE.

III. UTILITY RELOCATION

Unless otherwise specifically noted, any activities, actions or obligations set forth below to be performed or completed by the ILLINOIS TOLLWAY or its contractors, agents, assigns, or designees, shall be paid for by the ILLINOIS TOLLWAY:

- A. Utility Facilities. The ILLINOIS TOLLWAY agrees to provide Contract Plans to the VILLAGE which shows the locations (existing and proposed) of public and/or private utility facilities within existing VILLAGE rights-of-way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. Utility Adjustments. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of PROJECT improvements and agrees to cooperate with the VILLAGE in establishing a schedule of dates for all utility adjustment work. Schedule information is shown in the Contract Plans and Specifications. Notice of the utility adjustment work performed by the ILLINOIS TOLLWAY shall be provided by the ILLINOIS TOLLWAY to the VILLAGE in writing at least twenty-five (25) calendar days prior to the commencement of the work.
- C. Utility Adjustments; VILLAGE Permits. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utility facilities located within existing VILLAGE rights-of-way that are required as part of the completion of the PROJECT improvements by the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY shall pay to complete such utility adjustments. The VILLAGE shall pay to complete all utility adjustments within existing and proposed VILLAGE rights-of-way where improvements to VILLAGE streets and roads or other VILLAGE facilities are proposed by the VILLAGE to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. Utility Adjustments; ILLINOIS TOLLWAY Permits. 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 VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE.

- E. Utility Adjustments; Reimbursement (VILLAGE). At all locations where utility facilities are located within VILLAGE rights-of-way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the VILLAGE for any and all out of pocket costs the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted.
- F. Utility Adjustments; Reimbursement (ILLINOIS TOLLWAY). At all locations where utility facilities are located within ILLINOIS TOLLWAY rights-of-way and must be adjusted due to work proposed by the VILLAGE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the VILLAGE's utility facilities are located on ILLINOIS TOLLWAY rights-of-way and must be adjusted due to work proposed by the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the VILLAGE agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the utility facility, and to abide by all conditions set forth therein. When the utility facilities are located within the ILLINOIS TOLLWAY rights-of-way and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted. The ILLINOIS TOLLWAY agrees to pay its own out of pocket costs incurred when a utility or utilities need to be adjusted that are located within ILLINOIS TOLLWAY rights-of-way and the adjustment is due to work proposed by the ILLINOIS TOLLWAY; provided, however that this obligation shall exist only in those situations where the Village utility facility pre-existed the portion of the ILLINOIS TOLLWAY'S highway in question.
- G. Fiber Optic Cable System (ILLINOIS TOLLWAY). In the event that the work proposed by the VILLAGE (i.e., work not included within the PROJECT) results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the VILLAGE, at its cost, shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the fiber optic cable system and further the VILLAGE shall pay to repair and replace any portion of the fiber optic cable system damaged by any VILLAGE-related activities or the VILLAGE or any of its employees, contractors, subcontractors, assigns, vendors, consultants, agents or representatives. The ILLINOIS TOLLWAY's fiber optic cable system shall be shown in the Contract Plans.
- H. Fiber Optic Cable System (VILLAGE). In the event that the work proposed by the ILLINOIS TOLLWAY results in a conflict with the VILLAGE's fiber optic cable system, the ILLINOIS TOLLWAY, at its cost, shall reimburse the VILLAGE for the cost to locate, mark, design, protect, adjust and/or relocate the fiber optic cable

system and further the ILLINOIS TOLLWAY shall pay to repair and replace any portion of the fiber optic cable system damaged by any PROJECT-related activities or the ILLINOIS TOLLWAY or any of its employees, contractors, subcontractors, assigns, vendors, consultants, agents or representatives. The VILLAGE's fiber optic cable system shall be shown in the Contract Plans.

- I. ILLINOIS TOLLWAY Infrastructure Adjustments; Reimbursement (VILLAGE). At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) is currently in place within the PROJECT limits and must be adjusted due to work proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted. The ILLINOIS TOLLWAY agrees to pay its own out of pocket costs incurred when the aforementioned infrastructure within the PROJECT limits needs to be adjusted due to work proposed by the ILLINOIS TOLLWAY.

IV. CONSTRUCTION

Unless otherwise specifically noted, any activities, actions or obligations set forth below to be performed or completed by the ILLINOIS TOLLWAY or its contractors, agents, assigns, or designees, shall be paid for by the ILLINOIS TOLLWAY:

- A. Project. The ILLINOIS TOLLWAY shall advertise and receive bids and award contracts, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT Final Plans, as amended.
- B. Changes to Final Plans; VILLAGE Review. After award of the construction contract(s), any proposed deviations from the Final Plans that affect the VILLAGE shall be submitted to the VILLAGE for approval prior to commencing such work. The VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the VILLAGE shall detail in writing its specific objections. Unless otherwise agreed to by the ILLINOIS TOLLWAY, if the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- C. Notice; Commencement of Work. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than twenty-five (25) calendar days written notice to the VILLAGE prior to commencement of work on the PROJECT.

- D. Progress and Coordination Meetings. The ILLINOIS TOLLWAY will conduct regular weekly progress and coordination meetings and/or provide written updates for VILLAGE staff prior to the initiation of construction in the VILLAGE through PROJECT closeout. VILLAGE staff or its consultants shall be allowed to attend the ILLINOIS TOLLWAY's regular weekly progress and coordination meetings and shall receive copies of meeting minutes for the weekly progress meetings. Upon written request from the VILLAGE, the ILLINOIS TOLLWAY agrees to have its staff present progress reports on the PROJECT at public meetings of the VILLAGE's corporate authorities from time to time.
- E. Access Routes to Project. The ILLINOIS TOLLWAY will utilize access from I-294 and easements from the VILLAGE for construction of the PROJECT as set forth in the Construction Access Plan ("**Exhibit H**"). No construction vehicles associated with the PROJECT will be utilizing local roads within the VILLAGE's jurisdiction without prior written notice to and approval from the VILLAGE Manager, which may be withheld. Construction vehicles will utilize certain approved local roads within the VILLAGE's jurisdiction only for the rehabilitation of Hillgrove Avenue and Burlington Avenue.
- F. Illinois Tollway Insurance; Additional Insured Parties; Bonds. The ILLINOIS TOLLWAY shall require that the VILLAGE, and its agents, officers, appointed and elected officials, volunteers, and employees be named as "additional insured" PARTIES in the General Liability Insurance and any other type of insurance coverage that the ILLINOIS TOLLWAY requires of its contractor(s), except for worker's compensation and professional liability insurance, and that the VILLAGE will be added as an additional protected PARTY on all payment and performance bonds required of the contractor(s). The ILLINOIS TOLLWAY's and its contractors' insurance policies and endorsements shall remain in effect for all aspects of any work on the PROJECT for both ongoing and completed operations. 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 VILLAGE must include contractual language in any of its contracts entered into in furtherance of this AGREEMENT requiring its contractor(s) to maintain documentation throughout the duration of this AGREEMENT evidencing the existence of required ILLINOIS TOLLWAY insurance coverage. The required insurance documentation shall be provided by the ILLINOIS TOLLWAY to the VILLAGE at least twenty-five (25) calendar days before commencement of the PROJECT and shall include, but not be limited to: copies of policies, certificates of insurance and additional insured endorsements. These requirements shall be included in the Special Provisions of the construction contract(s).
- G. Village Insurance; Additional Insured Parties; Bonds. The VILLAGE shall require that the ILLINOIS TOLLWAY, and its agents, officers, directors and employees be named as "additional insured" PARTIES in the General Liability Insurance and any other type of insurance coverage that the VILLAGE requires of its

contractor(s), except for worker's compensation and professional liability insurance, and that the ILLINOIS TOLLWAY be added as an additional protected PARTY on all payment and performance bonds required of the VILLAGE's contractor(s). The VILLAGE's and its contractors' insurance policies and endorsements shall remain in effect for all aspects of any VILLAGE work under this AGREEMENT for both ongoing and completed operations. 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 VILLAGE must include contractual language in any of its contracts entered into in furtherance of this AGREEMENT requiring its contractor(s) to maintain documentation throughout the duration of this AGREEMENT evidencing the existence of required ILLINOIS TOLLWAY insurance coverage. The required insurance documentation shall be provided by the VILLAGE to the ILLINOIS TOLLWAY at least twenty-five (25) calendar days before commencement of the PROJECT and shall include, but not be limited to: copies of policies, certificates of insurance and additional insured endorsements. These requirements shall be included in the Special Provisions of the construction contract(s).

- H. Progress Inspections. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that is located within the VILLAGE's jurisdiction or that affects any part of the VILLAGE's real property, personal property and infrastructure systems (e.g., streets, alleys, water lines, storm sewer lines, sanitary lines, utility facilities, equipment, fiber optic cable, etc.) or any part of the public or private utility facilities that service the VILLAGE and its residents, businesses, other taxing districts and property owners. The VILLAGE shall assign personnel to perform inspections on behalf of the VILLAGE of all work included in the PROJECT that is covered by this Subsection, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- I. Notices; Delivery. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX (GENERAL PROVISIONS; Notice) of this AGREEMENT.
- J. Notice of Project Completion. The ILLINOIS TOLLWAY shall give notice to the VILLAGE upon completion of seventy percent (70%) and one hundred percent (100%) of all PROJECT construction contracts to be subsequently maintained by the VILLAGE, and the VILLAGE shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of one hundred percent (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 VILLAGE. At the request of the VILLAGE, the

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

- K. Cancellation of Agreement. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Provided however that no such cancellation or alteration shall affect the terms, agreements, and the PARTIES' obligations set forth herein.
- L. Temporary Fencing and Sight Screen. The ILLINOIS TOLLWAY will provide temporary fencing and sight screen for the I-18-4428 construction limits and for the I-294 mainline construction limits.
- M. Commuter Parking Spaces. The ILLINOIS TOLLWAY will restore the commuter parking spaces and the associated retaining wall along Burlington Avenue as part of the PROJECT consistent with the Ground Improvements Plan identified in “**Exhibit B**”.
- N. Noise Abatement Walls. Noise abatement wall construction in advance of the I-294 mainline construction will be coordinated with the VILLAGE to allow for construction site access utilizing VILLAGE and ILLINOIS TOLLWAY right-of-way and may include temporary easements needed for construction.
- O. Pedestrian Bridge. The ILLINOIS TOLLWAY agrees to fund and construct the removal and replacement of the pedestrian bridge over I-294, provided, however that the VILLAGE agrees to provide, at no additional cost to the ILLINOIS TOLLWAY, any and all property rights necessary for construction and operation of said bridge.
- P. The VILLAGE will obtain and/or provide the necessary VILLAGE permits for the noise abatement walls constructed in advance of the I-294 mainline construction if desired by the VILLAGE and the property owners. Permits will allow for construction, and access to and from the construction site on VILLAGE and ILLINOIS TOLLWAY property. The construction materials (material type, color,

exterior finish) of the noise abatement walls shall conform to the Noise Abatement Policy identified in “**Exhibit C**”. The removal and replacement of the existing traffic noise abatement walls and the installation of new noise abatement walls where none currently exist shall be done in phases in accordance with the Noise Abatement Policy. After removal of existing noise abatement walls in order to complete PROJECT work, the ILLINOIS TOLLWAY agrees to promptly install replacement abatement walls to minimize the length of time there would be no traffic noise abatement present. The ILLINOIS TOLLWAY agrees to install noise abatement walls in an overlapping manner to minimize the amount of sound that can travel through access opening areas that are required to be a part of sound walls for access, maintenance and drainage purposes. The ILLINOIS TOLLWAY will take reasonable actions to install landscaping or physical land contouring or increase the height of the existing earth berm to help minimize noise impacts from the Tollway to Spring Rock Park.

Q. Construction Schedule; Construction Hours; Noise; Community Events.

- a. The Parties have agreed upon a Construction Schedule. As part of the Final Plans or to the extent necessary during the PROJECT for work to be performed within the VILLAGE, the ILLINOIS TOLLWAY will consult with the VILLAGE to establish and implement any modifications to the Construction Schedule, which shall include but be not limited to: establishment of construction hours, a timetable for the installation of noise abatement walls, and installation of fencing to separate construction zones from areas accessible to the general public. The Illinois Tollway will provide the working hours in the Construction Contract Specifications.
- b. The ILLINOIS TOLLWAY will work with the VILLAGE to develop language that will be a part of Section 109 of the Special Provisions regarding compliance with the VILLAGE Ordinances related to construction activity, and provided further, however, exceptions to these hours may be permitted due to circumstances beyond the control of the contractor with written notification to the VILLAGE in as much advance notification as possible prior to work occurring.
- c. The ILLINOIS TOLLWAY will provide the VILLAGE with current sound studies, and future sound studies commissioned by the ILLINOIS TOLLWAY that affect any property in the VILLAGE. If the VILLAGE receives complaints regarding noise after completion of the PROJECT, the VILLAGE will provide written notification of noise complaints to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY will investigate the issue, provide a preliminary response within twenty-one (21) calendar days, and cooperate with the VILLAGE to address the complaints. Current Central Tri-State noise analysis reports can be found at: <https://www.illinoistollway.com/outreach/projects-in-your-community/central-tri-state-tollway-i-294#NoiseAnalysis>
- d. The ILLINOIS TOLLWAY’S construction contract specifications shall include a provision that construction activities shall not interfere with the

following VILLAGE annual special event/community event dates: (1) MAY: Western Springs Tower Trot and Western Springs Memorial Day Parade; (2) JUNE: Gathering on the Green and Theatre Fundraising Event; (3) AUGUST: Western Springs Fire Department Anniversary Parade and Tower Party; (4) OCTOBER: Fall Fest; and (5) DECEMBER Winter Wonderland.

- R. Customer Service Contact and Contact Information. The ILLINOIS TOLLWAY maintains customer service contacts, available during regular business hours for the PROJECT on the ILLINOIS TOLLWAY Central Tri-State Corridor website. Upon execution of this AGREEMENT, the ILLINOIS TOLLWAY will provide the VILLAGE with contact information for its customer service personnel so that the VILLAGE can post said information on its website.
- S. Construction Protocols and Emergency Communication Plan. The ILLINOIS TOLLWAY will provide the VILLAGE with the ILLINOIS TOLLWAY construction protocols and the Emergency Communication Plan, which shall include emergency contact protocols for Well No. 4. Should supplemental water service be required due to a disruption to VILLAGE water service caused by damage to Water Well No. 4, or other water system infrastructure during construction of the PROJECT, the VILLAGE shall contract for necessary emergency water restoration services and for supplemental potable water and the ILLINOIS TOLLWAY shall reimburse the VILLAGE for the cost of the emergency restoration services and the cost of the supplemental potable water, or establish a protocol to directly compensate the emergency restoration service vendor and the supplier(s) of the supplemental potable water. The ILLINOIS TOLLWAY will be providing security fencing at the PROJECT site. The Temporary Site Fencing Plan, is attached as “**Exhibit I**”.
- T. Construction Vibration and Displacement Monitoring. The ILLINOIS TOLLWAY will perform vibration monitoring and displacement monitoring as part of the PROJECT during construction at locations agreed to with the VILLAGE, which is attached as “**Exhibit K**”. The ILLINOIS TOLLWAY will coordinate exact placement of monitoring devices in the field with the VILLAGE’s Project Engineer. The ILLINOIS TOLLWAY will include “Construction Vibration Monitoring” and “Displacement Monitoring” specifications within the Construction Contract which is attached as “**Exhibit M**”. The ILLINOIS TOLLWAY will share with the VILLAGES PROJECT Engineer all copies of submittals, reports and notifications as identified in the specifications upon receipt.
- U. Groundwater Protection Needs Assessment. The ILLINOIS TOLLWAY performed a Modified Groundwater Protection Needs Assessment, which is attached as “**Exhibit J**”.
- V. Water Quality Testing. During the PROJECT, the VILLAGE shall retain a consulting engineer to conduct, in coordination with VILLAGE Water Department personnel and ILLINOIS TOLLWAY personnel, water quality testing at Water

Well No. 4 on a weekly basis or a more frequent basis as determined by the VILLAGE. Water quality samples shall be submitted by the consulting engineer to an IEPA certified lab and the results shall be shared with the PARTIES. The ILLINOIS TOLLWAY, at its cost, shall pay the costs associated with the water quality testing; provided, however, that the ILLINOIS TOLLWAY's obligation in this regard shall be limited to the period of time during which any pile-driving, or pavement breaking construction activities are conducted within five hundred (500) feet of Water Well No. 4 is ongoing and then only as to the difference in cost between what is normally and customarily incurred by the VILLAGE and what is incurred by the VILLAGE as a result of conducting additional water quality tests.

- W. Television Inspection (Digital Audio-Visual Recording) of Buildings and Stormwater and Sewer Pipes. The ILLINOIS TOLLWAY will perform inspections of the Water Well No. 4, Public Works Garage, Recreations Center and Theater and any other stormwater and sewer pipes that are located within the PROJECT area as part of the PROJECT prior to construction activities commencing as well as upon completion of the PROJECT. The ILLINOIS TOLLWAY will include "Television Inspection of Buildings" and "Television Inspection of Sewer" specifications within the Construction Contract which is attached as "**Exhibit N**". The ILLINOIS TOLLWAY will share with the VILLAGE'S PROJECT Engineer copies of all digital audio-visual recordings, submittals, reports and notifications as identified in the specifications upon receipt.
- X. Back-Up Power. The ILLINOIS TOLLWAY will utilize a temporary generator when Com-Ed lines are de-energized to construct the permanent retaining wall adjacent to the VILLAGE Public Works Facility. The ILLINOIS TOLLWAY shall ensure that said generator is adequately supplied with fuel to provide for uninterrupted operation. Further, at no cost to the VILLAGE, the ILLINOIS TOLLWAY shall require that its contractor, during the course of the PROJECT, have access to a back-up generator that shall be readily available for operation in no less than four (4) hours should one be necessary for any reason. Refer to the Ground Improvements Plan for the retaining wall location, identified in "**Exhibit B**". The ILLINOIS TOLLWAY will provide a permanent back-up generator and transfer switch for the water well pump located within the VILLAGE Public Works Facility as part of the PROJECT.
- Y. Damage To Existing Infrastructure. The ILLINOIS TOLLWAY will repair or replace as part of the PROJECT any VILLAGE infrastructure assets damaged during construction by the PROJECT. Infrastructure assets include but are not limited to Water Well No. 4, Public Works Facility, streets, Recreational Building, fiber, watermain crossings underneath I-294, and other VILLAGE-owned real or personal property directly affected by the PROJECT.
- Z. Construction Trailers. All construction trailers shall be located on ILLINOIS TOLLWAY property. If the ILLINOIS TOLLWAY desires to locate one or more construction trailers within the VILLAGE's jurisdiction, the ILLINOIS

TOLLWAY shall apply for a VILLAGE permit and comply with the permit conditions.

- AA. Damage to Public Right-of-Way or Other Public and Private Property. The ILLINOIS TOLLWAY shall, at its sole cost and expense, repair or replace and restore any damage to any public right-of-way or other public property or other private property (e.g., real property, personal property, utilities and other infrastructure improvements) that may be caused by or in connection with the construction and installation of the PROJECT. In making such repairs or replacements and completing the restoration work, the ILLINOIS TOLLWAY or its contractor(s) shall use like-kind, like-color and like-quality materials and such repair, replacement and restoration work shall conform to applicable industry work standards and codes, ordinances and regulations.
- BB. Parking on Village Streets. The ILLINOIS TOLLWAY will not permit construction parking on VILLAGE streets, lots or properties without advance written approval of the VILLAGE.

V. FINANCIAL AND LAND CONVEYANCE

- A. PROJECT Costs. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. Fee for Rights-of-Way, Easement and Real Estate Acquisitions. Included in the Preliminary Plans is the acquisition of fee interests and permanent easements in and through certain property owned by the VILLAGE necessary for completion of the PROJECT. It is mutually agreed by the PARTIES hereto that the ILLINOIS TOLLWAY will not provide any additional compensation to the VILLAGE, for the VILLAGE providing the ILLINOIS TOLLWAY with the partial fee takings and permanent easements for the Illinois Tollway's PROJECT as identified in "Exhibit E".
- C. Water Quality Testing. The cost differential between normal VILLAGE water quality testing and the water quality testing as identified in Section IV(U) of this AGREEMENT is estimated at \$30,000.00 The ILLINOIS TOLLWAY shall reimburse the VILLAGE for the actual costs associated with additional water quality testing as necessitated by the PROJECT, provided, however, the cost to the ILLINOIS TOLLWAY is not to exceed \$100,000.00.
- D. Supplemental Work. Either the VILLAGE 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.

- E. Billboards Prohibited on Village Conveyed Real Property. To the extent that the VILLAGE has and retains zoning jurisdiction, including sign regulatory jurisdiction, over the VLLAGE Conveyed Real Property to be conveyed by the VILLAGE to the ILLINOIS TOLLWAY under this AGREEMENT, the ILLINOIS TOLLWAY, and any of its successor owners, successors in interest, assigns, licensees and leasees of the real property, shall not install, construct or operate any billboards or advertisement signs and related structures on the VILLAGE Conveyed Real Property without the express approval of the corporate authorities of the VILLAGE, which approval may be withheld in the sole discretion of the corporate authorities of the VILLAGE.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII (MAINTENANCE - RESPONSIBILITIES), other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - D. "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, detention basin landscape maintenance (i.e., mowing and landscape care, debris/litter and invasive weed removal) and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - E. "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.
 - F. "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.

- G. "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.
- H. "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 Well No. 4 or other Village critical infrastructure, 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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 Engineering Officer.
- M. 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.

- N. 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.
- O. 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. I-294 Maintenance. The ILLINOIS TOLLWAY agrees to maintain I-294 in its entirety, including all landscaped areas and stormwater detention basins owned or controlled by the ILLINOIS TOLLWAY, the Oasis and all existing and new sound walls installed by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY property.
- B. VILLAGE Maintenance. The VILLAGE agrees to maintain, or cause to be maintained, those portions of Hillgrove Avenue and Burlington Avenue within its jurisdiction, the Public Works Facility, including all facilities, sidewalks, retaining walls, bike paths, and any and all fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, etc., or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- C. Permanent Retaining Wall at the VILLAGE Public Works Facility. The VILLAGE agrees to ownership and maintenance of the permanent retaining wall constructed by the PROJECT at the VILLAGE Public Works Facility, identified in "Exhibit B").
- D. VILLAGE Fiber System. The VILLAGE agrees to ownership and maintenance of the entire VILLAGE fiber system, conduit, hand-holes and related equipment and devices installed under this Agreement as described in the Recitals of this AGREEMENT.
- E. Pedestrian Overpass Bridge. The PARTIES agree that per a separate agreement, the VILLAGE and the Village of Hinsdale will document the routine maintenance responsibilities, as identified in Section VI., Paragraph D. of this AGREEMENT

for the new pedestrian bridge constructed over I-294, which is included in the PROJECT; provided however, that it is understood that the ILLINOIS TOLLWAY has agreed to assume maintenance responsibilities, as identified in Section VI., Paragraph E. of this AGREEMENT, of the structural portion of the new pedestrian bridge constructed as part of the PROJECT.

- F. Storm Sewer Under BNSF RR and in Spring Rock Park. The PARTIES agree that per a separate agreement, included as “**Exhibit L**” the VILLAGE and the WSPD will document the maintenance responsibilities for the new storm sewer to be constructed under the BNSF RR and within Spring Rock Park and along the existing berm in Spring Rock Park, which is included in the PROJECT; provided, however, that it is understood that maintenance responsibility shall not rest with the ILLINOIS TOLLWAY.
- G. Inspections, Surveys and Reviews. 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.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. Entire Agreement; Maintenance of Facilities. 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 VILLAGE facilities and ILLINOIS TOLLWAY facilities within the limits of this PROJECT.
- B. Maintenance of Rights-of-Way Not Impacted by PROJECT. During construction, the VILLAGE shall continue to maintain all portions of the PROJECT within the VILLAGE's right-of-way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved Final Plans, 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. Maintenance Responsibilities Post-PROJECT. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY. The PARTIES post-improvements maintenance responsibilities are subject to any contractor warranties.

IX. GENERAL PROVISIONS

- A. Binding Contract. It is understood and agreed that this is a binding contract between the Village of Western Springs and the Illinois State Toll Highway Authority and their respective successor and approved assigns.
- B. Jurisdiction. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The VILLAGE shall retain jurisdiction of VILLAGE roadways, rights-of-way and facilities, 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. Entire Agreement Generally. 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. Prompt Review and Approvals. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. PROJECT Representatives. 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 completion of the PROJECT and performance of all obligations set forth in 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. All communications between the Parties' respective Project representatives may take the form of verbal, written or electronic communications and do not have to strictly follow the notice provisions of Section IX(S) (GENERAL PROVISIONS; Notice) of this Agreement, unless the notice pertains to the performance or enforcement of a provision or term of this AGREEMENT.
- F. Dispute Resolution (ILLINOIS TOLLWAY Work). In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT relative to ILLINOIS TOLLWAY Project Work, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final. Provided, however, that the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall not affect the ILLINOIS TOLLWAY'S obligation to (i) pay for emergency water well restoration services

and for supplemental potable water and (ii) install the sound walls, drainage improvements, landscaping and perform other work and improvements that the ILLINOIS TOLLWAY has agreed to perform under this AGREEMENT. The VILLAGE and the ILLINOIS TOLLWAY shall have any and all legal and equitable remedies at law regarding any disputes concerning payments and repair / restoration obligations pursuant to this AGREEMENT.

- G. **Dispute Resolution (VILLAGE Work).** In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's roadway, lighting, water main relocation, sidewalk replacement, storm sewer, landscaping, retaining walls, noise abatement walls, pedestrian underpass, and ITS work (collectively referred to as the "VILLAGE Work") or a dispute concerning the plans and specifications for the VILLAGE's roadway, lighting, water main relocation, sidewalk replacement, storm sewer, landscaping, retaining walls, noise abatement walls, pedestrian underpass, and ITS work, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's roadway, lighting, water main relocation, sidewalk replacement, storm sewer, landscaping, retaining walls, noise abatement walls and ITS work, the decision of the VILLAGE'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. **Default; Cure.** If a Party fails or refuses to comply with the terms of this Agreement within ten (10) calendar days after receipt of the other Party's notice of default, the Non-Defaulting Party shall have all remedies available under law or in equity, excluding the termination of the Agreement. In regard to the respective obligations of the Parties contained in this Agreement, after written notice of a default is delivered to the Defaulting Party by the Non-Defaulting Party, there shall be a thirty (30) calendar day cure period for the Defaulting Party to take all reasonable actions necessary to cure or correct the default. The notice shall contain adequate factual detail that describes the specific nature of the default with reference(s) to the applicable provisions of this Agreement that the Defaulting Party is alleged to have violated.
- I. **Document Conflicts.** In the event there is a conflict or inconsistency between the provisions or terms contained in this AGREEMENT and the provisions or terms contained in the attached Exhibit(s), the provisions or terms included in this AGREEMENT shall control.
- J. **Provisions Severable.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

- K. Execution; Counterparts. 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.
- L. Federal Tax Identification. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6006148 and it is doing business as a governmental entity, whose mailing address is 740 Hillgrove Avenue, Western Springs, Illinois 60558.
- M. Amendments. This AGREEMENT may only be amended or modified by a written addendum approved and executed by duly authorized representatives of the PARTIES hereto.
- N. Waiver. 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 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 VILLAGE unless such provision is waived in writing.
- O. Applicable Law; Venue. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- P. Audit. The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this Section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors, the VILLAGE's auditor, or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours as required by 30 ILCS 500/20-65.
- Q. Inspector General Investigations. The VILLAGE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

- R. Notice. All written reports, notices and other communications related to the performance and enforcement of the provisions and terms of 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 (or their successors) at the following addresses (or successor addresses):

To the ILLINOIS TOLLWAY: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
Email: pkovacs@getipass.com

To the VILLAGE OF: The Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558
Attn: President, Board of Trustees
Email: agallagher@wsprings.com

- S. Incorporation. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- T. Time; Force Majeure. Time is of the essence of this Agreement; however, no Party shall be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such Party's part to be performed if such Party fails to timely perform the same and such failure is due in whole or in part to war, insurrection, riots, acts of terrorism, floods, earthquakes, fires, casualties, adverse weather, other acts of God, epidemics, quarantine restrictions, freight embargoes, inability to procure materials, acts caused directly or indirectly by the other party (or such other party's agents, employees or invitees) or similar causes beyond the reasonable control of such Party ("Force Majeure"). If one of the foregoing events shall occur or either Party shall claim that such an event shall have occurred, the Party to whom such claim is made shall investigate same and consult with the Party making such claim regarding the same and the Party to whom such claim is made shall grant an extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure, provided that the failure of performance was reasonably caused by such Force Majeure.
- U. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday

or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

V. Compliance With FOIA Requests. The Parties agree to comply with Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)), which requires “public records” (as that term is defined by Section 2(c) of FOIA) that have been prepared by and are in the possession of a party who has contracted with a public body, be turned over to the public body so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Parties acknowledge the requirements of FOIA and agree to cooperate with each other in order that they each can comply with all FOIA requests for public records that relate to the PROJECT or any matters covered by this AGREEMENT that are in the other Party’s possession.

W. Indemnification – Mutual Obligations.

- a. To the fullest extent permitted by law, the ILLINOIS TOLLWAY agrees to defend, indemnify and hold the VILLAGE and its respective appointed and elected officials, contractors, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney’s fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the ILLINOIS TOLLWAY, or its respective appointed and elected officials, contractors, consultants, employees, volunteers, agents and representatives, in the performance of or with relation to any of the actions, work or services to be performed or performed under this AGREEMENT, except to the extent caused by the sole negligence of or willful and wanton conduct of the VILLAGE, or its respective appointed and elected officials, contractors, employees, volunteers, agents and representatives.
- b. To the fullest extent permitted by law, the VILLAGE agrees to defend, indemnify and hold the ILLINOIS TOLLWAY and its respective appointed and elected officials, contractors, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney’s fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the VILLAGE, or its respective appointed and elected officials, contractors, consultants, employees, volunteers, agents and representatives, in the performance of or with relation to any of the actions, work or services to be performed or performed under this AGREEMENT, except to the extent caused by the sole negligence of or willful and wanton conduct of the ILLINOIS TOLLWAY, or its respective

appointed and elected officials, contractors, employees, volunteers, agents and representatives.

- X. Effective Date. This Agreement shall become effective on the date the last signatory signs this Agreement.

- Y. Exhibits. The following documents are attached hereto and made a part hereof as noted below.
 - Group Exhibit 1: Preliminary Project Design Plans
 - Exhibit A: Plainfield Road Bridge Plans
 - Exhibit B: Ground Improvement Plans
 - Exhibit C: Noise Abatement Policy
 - Exhibit D: Proposed Drainage Installation under BNSF Embankment Plans
 - Exhibit E: Land Acquisition Plan
 - Exhibit F: Landscape Plan
 - Exhibit G: Sidewalk Plan
 - Exhibit H: Construction Access Plan
 - Exhibit I: Temporary Site Fencing Plan
 - Exhibit J: Modified Groundwater Protection Needs Assessment
 - Exhibit K: Vibration Monitor Locations Plan
 - Exhibit L: Agreement with WSPD (provided by VILLAGE)
 - Exhibit M: Construction Vibration Monitoring Specification
 - Exhibit N: Television Inspection of Buildings Specification and Television Inspection of Sewer
 - Exhibit O: S.P. 109 Working Hours and Prosecution of the work

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

THE VILLAGE OF WESTERN SPRINGS

By: Alice F. Gallagher
Alice F. Gallagher
President

Attest: Elaine Haeske

Date: May 20, 2019

EI AINE HAESKE
(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: José R. Alvarez
José R. Alvarez
Executive Director

Date: May 24, 2019

Approved as to Form and Constitutionality

Robert T. Lane, 0021 5-24-2019
Robert T. Lane, Senior Assistant Attorney General, State of Illinois

RESOLUTION NO. 21817

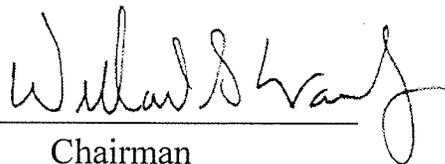
Background

It is in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the Village of Western Springs (“Village”). The Tollway is working in partnership with the Village to address matters related to the rehabilitation and reconstruction of the Central Tri-State and BNSF Railway Bridge over I-294 (“Project”). As part of the Project, the Tollway is addressing impacts to the Village and conducting water well monitoring. The tollway will be reimbursing the Village an estimated \$30,000.00, not to exceed \$100,000.00, for the cost of said water well monitoring.

Resolution

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

Approved by:


Chairman