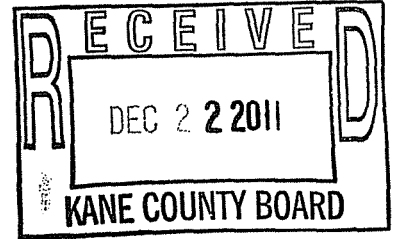


County of Kane  
Office of County Board  
Kane County Government Center



Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

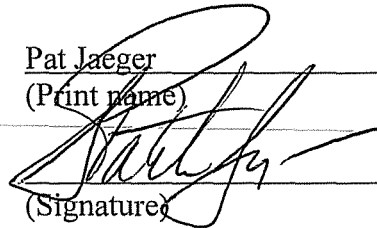
**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
**Chairman, Kane County Board**

Name of Document: IGA between the Illinois State Toll Highway Authority, IDOT,  
County of McHenry, County of Kane and Village of Huntley to  
Improve the Existing Interchange at I-90 and IL 47

Submitted by: Linda Haines

Date Submitted: December 21, 2011

Examined by: Pat Jaeger  
(Print name)

  
(Signature)

Dec. 21, 2011  
(Date)

Post on Web: Yes  No  Atty. Initials SPJ

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed:  Yes  No 1-4-12  
(Date)

Document returned to: \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 11 - 308

**APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE COUNTY OF MCHENRY, THE COUNTY OF KANE, AND THE VILLAGE OF HUNTLEY TO IMPROVE THE EXISTING INTERCHANGE AT I-90 AND ILLINOIS STATE ROUTE 47**

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes the County of Kane (hereinafter "Kane"), the County of McHenry (hereinafter "McHenry"), the Village of Huntley (hereinafter "Huntley"), the Illinois Department of Transportation (hereinafter "IDOT"), and the Illinois State Toll Highway Authority (hereinafter "ISTHA") to cooperate in the performance of their respective duties and responsibilities by contract and the other agreements; and

WHEREAS, Kane, McHenry, Huntley, IDOT and ISTHA, in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to improve the interchange at I-90 and Illinois State Route 47 (hereinafter the "Project"); and

WHEREAS, Kane, McHenry, Huntley, IDOT and ISTHA desire to enter into an intergovernmental agreement (a copy of which is on file with the County Clerk's Office) for the Phase III Construction of the Project; and

WHEREAS, Kane, McHenry, Huntley, IDOT, and ISTHA have determined a mutually satisfactory allocation of responsibilities and all costs for the Project as set forth in the intergovernmental agreement; and

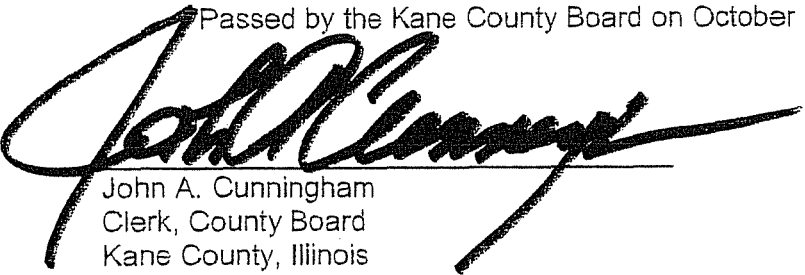
WHEREAS, Kane County's remaining financial participation is estimated at \$6,400,735 which represents the County's estimated share of the project cost plus 20% contingency, less the amount that Kane County has already committed to financially towards engineering.

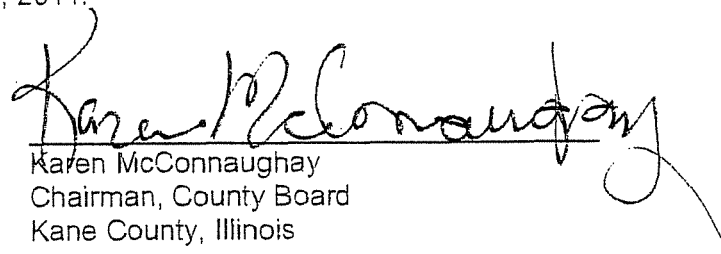
NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby approve an intergovernmental agreement between the County of Kane, the County of McHenry, the Village of Huntley, the Illinois Department of Transportation, and the Illinois Toll Highway Authority and the Kane County Board Chairman is hereby authorized to execute an intergovernmental agreement for the Phase III Construction of the Project.

BE IT FURTHER RESOLVED that the Kane County Board hereby appropriates the following budgeted sums: Three Million Five Hundred Twenty One Thousand Dollars (\$3,521,000.00) from Transportation Capital Fund 540, Line Item 73000 (Construction) and Two Million Eight Hundred Seventy Nine Thousand Seven Hundred Thirty Five Dollars (\$2,879,735.00) from Transportation Sales Tax Fund 305, Line Item 73000 (Construction) for the Project.

Line item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
540.520.525.73000	Construction	Yes	Yes	
305.520.527.73000	Construction	Yes	Yes	


Passed by the Kane County Board on October 11, 2011.

  
John A. Cunningham  
Clerk, County Board  
Kane County, Illinois

  
Karen McConaughay  
Chairman, County Board  
Kane County, Illinois

Vote:  
Yes 25  
No \_\_\_\_\_  
Voice \_\_\_\_\_  
Abstentions \_\_\_\_\_

10I-90IL47PHIII-IGA.4LH

STATE OF ILLINOIS  
COUNTY OF KANE  
DATE OCT 15 2011  
I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file.  
In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois  
  
John A. Cunningham, Kane County Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION  
THE COUNTY OF MCHENRY  
THE COUNTY OF KANE  
AND  
THE VILLAGE OF HUNTLEY**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY"; THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT"; THE COUNTY OF MCHENRY, a body corporate and politic of the State of Illinois, acting by and through its Division of Transportation, hereinafter called "MCHENRY COUNTY"; THE COUNTY OF KANE, a body corporate and politic of the State of Illinois, acting by and through its Division of Transportation, hereinafter called "KANE COUNTY"; and THE VILLAGE OF HUNTLEY, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE"; collectively referred to as "PARTIES" and individually referred to as "PARTY".

**WITNESSETH:**

WHEREAS, the PARTIES in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to improve the existing interchange at the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway") at Illinois Route 47, as set forth in TOLLWAY construction contract(s) including but not limited to TOLLWAY Contract I-11-5623 (hereinafter referred to as the "PROJECT") by making the following improvements:

Constructing the complete full access interchange as generally set forth in the preliminary plans therefore, entitled "I-90 Interchange with IL Route 47 Preliminary Submittal", dated 5/6/11 and any amendments made there to as agreed to by the PARTIES; 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 TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 is authorized to enter into this AGREEMENT; and

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

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

WHEREAS, KANE COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 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 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.

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

## **I. ENGINEERING**

- A. The VILLAGE, MCHENRY COUNTY and KANE COUNTY have agreed, to perform preliminary and final design engineering, obtain any necessary surveys, and prepare the final plans and specifications for the PROJECT, at a cost estimated at \$2,600,000, said costs to be shared equally among the VILLAGE, MCHENRY COUNTY and KANE COUNTY and to be credited as part of their overall PROJECT costs as detailed in the cost estimate, attached hereto as "EXHIBIT A". The VILLAGE also agrees to pay for the supplemental design engineering costs estimated at \$600,000 and will be credited as part of their overall PROJECT costs as detailed in Exhibit A. The VILLAGE, acting as lead agency for engineering, shall submit the preliminary and design engineering plans to the PARTIES for review and comment at the following stages of plan preparation:

60% Complete - Preliminary

90% Complete – Pre Final

100% Complete-Final

- B. The PARTIES shall review the plans and specifications which impact those highways under each PARTY's jurisdiction, within thirty (30) calendar days of receipt thereof. If the VILLAGE does not receive comments or objections from the PARTIES within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the PARTIES shall mean the PARTIES agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the highway under the jurisdiction of each PARTY. In the event of disapproval, the PARTIES will detail in writing their objections to the proposed plans and specifications for review and consideration by the VILLAGE.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.

- D. The final approved plans and specifications for the PROJECT shall be promptly delivered to the PARTIES by the VILLAGE.
- E. The VILLAGE agrees to prepare all permit applications subject to TOLLWAY approval for submittal by the TOLLWAY.
- F. The TOLLWAY agrees to assume the overall PROJECT responsibility for the submittal of environmental permit applications, including assuring that all permits (U.S. Army Corps of Engineers, Office of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) wetland mitigation 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 in support of general project schedules and deadlines. All PARTIES agree to cooperate, insofar as their individual jurisdictional authority allow, with the timely acquisition and clearance of said permits mitigation and agreements, and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- G. The VILLAGE agrees to assume the responsibility for the development of the required PROJECT wetland mitigation strategy to be in compliance with all applicable Federal and State laws of which the TOLLWAY agrees to assume the responsibility for the implementation of the stated strategy which is to be assumed as part of the overall PROJECT cost.
- H. The TOLLWAY shall require all construction performed within the TOLLWAY's rights of way to comply with the TOLLWAY Standard Specifications and Supplemental Specifications for construction issued on June 1, 2011, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the DEPARTMENT's current Standards and Specifications.

## II. RIGHT OF WAY

- A. The VILLAGE as part of Phase II Engineering shall perform all survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the PROJECT pursuant to the plans and specifications as part of the overall PROJECT costs.
- B. The TOLLWAY shall obtain and prepare all right of way title work for use by the VILLAGE as part of the TOLLWAY's overall costs, and the TOLLWAY shall be credited an estimated \$340,000 therefore, towards the TOLLWAY's overall PROJECT costs. Upon receipt of the plats and legal descriptions from the VILLAGE, the TOLLWAY shall acquire the necessary right of way (both permanent and temporary) for the construction of the PROJECT as part of the overall PROJECT costs to be shared by all PARTIES in accordance with Section V.

- C. Right of way acquired exclusively for improvements to Illinois Route 47, I-90 or for other property or improvements to be maintained by the PARTIES (if needed), shall be acquired in the name of the TOLLWAY free and clear of all encumbrances and shall be conveyed by the TOLLWAY to the respective PARTY having jurisdiction and ownership after acquisition thereof by the TOLLWAY.
  - a. Parcel plats and legal descriptions for property required for TOLLWAY facilities shall conform to the TOLLWAY format.
- D. Right of way necessary for the PROJECT and previously acquired by any of the PARTIES other than the TOLLWAY, (if any) shall be transferred for nominal consideration by the acquiring PARTY to the PARTY having jurisdiction and ownership of the highway of which the previously acquired right of way id intended to be a part, free and clear of any encumbrances, and the PARTY acquiring the right of way, upon proper documentation as outlined in Section II Subsection G, shall be credited that amount as part of their overall PROJECT costs as detailed in Exhibit A.
- E. It is understood that none of the PARTIES have consented in this AGREEMENT to the transfer of any interest in their property or rights of way which they deem necessary for the maintenance and operation of their respective highway systems.
- F. The DEPARTMENT agrees to convey fee simple title to the TOLLWAY of all right of way acquired by the DEPARTMENT that the TOLLWAY requires for the maintenance and operation of I-90 at no cost to the TOLLWAY, by virtue of its powers as set forth in 20 ILCS 2705/550.
- G. Right of way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way. These costs are to be considered PROJECT costs and shall be credited to the PARTY assuming those costs as part of their contribution as shown on EXHIBIT A.
- H. Notwithstanding the provisions of Section II, Subsection E hereof, the DEPARTMENT, the VILLAGE and KANE COUNTY agree that prior to the award of the contract for the construction of the PROJECT, KANE COUNTY shall transfer to the VILLAGE and the VILLAGE shall accept jurisdiction and ownership of KANE COUNTY Highway No. 52 (commonly known as Manning Road) in its entirety from its intersection with KANE COUNTY Highway No. 21 (commonly known as Big Timber Road) to its intersection with Illinois Route 47 under a separate document(s) not germane to this AGREEMENT. The DEPARTMENT shall approve said jurisdictional transfer.

### III. UTILITY RELOCATION

- A. The VILLAGE agrees to provide the PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within the existing PARTIES rights of way which require adjustment as part of the PROJECT. As

part of its PROJECT engineering responsibilities, the TOLLWAY shall identify adjustments to the aforementioned existing utilities.

- B. The VILLAGE agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of the PROJECT.
- C. Each PARTY agrees to make arrangements for and issue all necessary utility permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within the PARTIES existing rights of way, and on PARTIES proposed rights of way where improvements are proposed to be done in conjunction with the PROJECT, in accordance with the individual PARTIES Utility Policies.
- D. The PARTIES further agree if an individual PARTY incurs any out of pocket costs in causing the aforementioned existing utilities to be adjusted the costs thereof are to be considered PROJECT costs and shared by all PARTIES as shown on EXHIBIT A.

#### IV. CONSTRUCTION

- A. The TOLLWAY shall advertise and receive bids, obtain each individual PARTY's concurrence as to the amount of bids (for work to be funded wholly or partially by the PARTY) before award, award the contract(s) subsequent to January 1, 2012, provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the PARTIES as hereinafter stipulated in Section V.
- B. After award of the construction contract(s), any proposed changes to the plans and specifications that affect any of the PARTIES shall be submitted to that individual PARTY for approval prior to commencing such work. Proposed changes that increase the cost of the PROJECT greater than 2% shall be deemed to affect a PARTY and/or all of the PARTIES. The PARTY or PARTIES in question shall review the proposed changes and indicate its approval or disapproval thereof in writing. If the proposed change to the plans and specifications are not acceptable, the PARTY shall detail in writing its specific objections. If the TOLLWAY receives no written response from the PARTY within fifteen (15) calendar days after delivery to the PARTY of the proposed change, the proposed change shall be deemed approved by the PARTY. Notwithstanding any disapproval by the PARTY, the TOLLWAY may, after considering the PARTY's objections, proceed as the Chief Engineer of the TOLLWAY deems appropriate.
- C. After award of the construction contract(s), assuming there are no proposed changes to the plans and specifications that affect any of the PARTIES, the TOLLWAY shall provide thirty (30) calendar days written notice to the PARTIES prior to commencement of work on the PROJECT.
- D. The TOLLWAY shall require its contractor(s) working within the PARTIES respective rights of way to comply with the indemnification provision contained at Section 107.26 in the TOLLWAY Standard Specifications Supplemental Specifications for construction,



issued on June 1, 2011 or the indemnification provision in the applicable version of the TOLLWAY's Standard Specifications subsequently in effect.

- E. The TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract(s). The TOLLWAY shall carry out applicable requirements of 49 CFR Part 26, in the award and administration of DEPARTMENT assisted contracts. Failure by the TOLLWAY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate.
- F. The TOLLWAY shall require that each PARTY, and their agents, officers and employees be included as additional insured PARTIES in the General Liability Insurance the 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).
- G. Each PARTY with jurisdiction over any right of way that is part of the PROJECT 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 their highway system. Each PARTY with jurisdiction over right of way that is part of the PROJECT shall assign personnel to perform inspections on behalf of that PARTY of all work included in the PROJECT that affects their individual right of way, and will deliver written notices to the Chief Engineer of the TOLLWAY advising the TOLLWAY as to who has been assigned to perform said inspections. The PARTIES with jurisdiction over right of way that is part of the PROJECT, on their own behalf and on the behalf of any entity working on behalf of the PARTIES pursuant to this AGREEMENT, agree to the extent permitted by law, to indemnify and hold harmless the TOLLWAY, its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, including attorneys' fees (including the internal costs related to the Attorney General of the State of Illinois) incurred by the Indemnified PARTIES with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by any of the PARTIES or their employees', agents' or representatives' acts or omissions in the performance of the PARTIES obligations pursuant to this paragraph.
- H. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- I. No inspections or approvals of the specifications or the work by any PARTY or their employees, officers or agents shall relieve the TOLLWAY's contractor(s) of responsibility and liability for the proper performance of the work as determined by the TOLLWAY. TOLLWAY inspections and approvals shall not be considered a waiver of any right the PARTIES may have pursuant to this AGREEMENT. All PARTIES communications and correspondence with the TOLLWAY's contractor(s) or relating to a contract shall be through the TOLLWAY, unless otherwise specifically approved by the

Chief Engineer of the TOLLWAY. In the event a PARTY representative discovers PARTY related work that is not being performed or has not been performed in accordance with the approved plans and specifications, the representative shall promptly notify in writing the Chief Engineer of the TOLLWAY or the Chief Engineer's duly designated representative.

- J. The TOLLWAY shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by various PARTIES, and each PARTY may make an inspection thereof not later than seven (7) calendar days after notice thereof. If the PARTY does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by that PARTY. At the request of the PARTY, the TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the PARTY representative shall give immediate verbal notice to the TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The PARTY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the TOLLWAY that the deficiencies have been remedied.
- K. The TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the TOLLWAY Standard Specifications Supplemental Specifications for construction, issued on June 1, 2011 or the Canceled Items provision in the applicable version of the TOLLWAY's Standard Specifications. Any alteration that would increase the cost of the PROJECT greater than 2% shall require the approval of the PARTIES.

## V. FINANCIAL

- A. It is mutually agreed by the PARTIES that estimated cost of preliminary and final design engineering for the PROJECT is \$2,600,000. It is further agreed that the VILLAGE shall act as the lead agency for preliminary and final design engineering and share the initial cost equally with MCHENRY COUNTY and KANE COUNTY in accordance with the Resolution Authorizing an Intergovernmental Agreement with Kane County, McHenry County and the Village of Huntley – Start Up Agreement Engineering Services Agreement for the I-90/Route 47 Full interchange Engineering Design executed on May 22, 2008, the Intergovernmental Agreement Between the Village of Huntley, the County of McHenry and the County of Kane for Professional Engineering Services Interstate 90 at Illinois Route 47 Full Interchange dated May 22, 2008 and fully executed on November 14, 2008, and the Intergovernmental Agreement Between the Village of Huntley, the County of McHenry and the County of Kane for Phase II Design Engineering Services: I-90 at Route 47 Full Interchange dated October 7, 2009 and fully

executed on November 16, 2009, which are attached hereto and referred to herein by reference. The shared costs shall be credited towards the VILLAGE, MCHENRY COUNTY and KANE COUNTY's PROJECT obligation as hereinafter shown on EXHIBIT A. The VILLAGE shall also be credited for the supplemental design engineering costs as shown on Exhibit A.

- B. The TOLLWAY agrees to pay for PROJECT related right of way acquisition, construction engineering and construction costs subject to reimbursement as hereinafter stipulated.
- C. The PARTIES agree to pay their share of overall PROJECT costs as hereinafter stipulated and as shown on EXHIBIT A.
- D. It is mutually agreed by the PARTIES that the estimated cost of the PROJECT is \$69,767,870.00 as shown on EXHIBIT A.
- E. It is further agreed that notwithstanding the estimated cost, the PARTIES will be responsible for the actual costs to construct the PROJECT. The obligations of the PARTIES shall be as follows and as shown on EXHIBIT A:

TOLLWAY	50.000%	
DEPARTMENT	25.979%	\$17,380,000 maximum.
VILLAGE	9.059%	
KANE COUNTY	8.427%	
MCHENRY COUNTY	6.535%	

- F. It is mutually agreed by the PARTIES that credit(s) toward the PARTIES PROJECT obligations shall be predicated upon actual costs expended and the providing of proper documentation accepted by all PARTIES. The acceptance of proper documentation shall not be unreasonably withheld by any PARTY.
- G. The VILLAGE, KANE COUNTY, and MCHENRY COUNTY all agree that subsequent to the full execution of this AGREEMENT, upon award of the contract for the PROJECT, and receipt of an invoice from the TOLLWAY based on actual bid prices, each PARTY will pay to the TOLLWAY within thirty (30) calendar days of receipt of the invoice an amount equal to 33% of its obligation incurred under this AGREEMENT, based on actual bid prices. Upon the first anniversary of the award of the PROJECT and receipt of an invoice from the TOLLWAY based on actual bid prices, each PARTY will pay to the TOLLWAY within thirty (30) calendar days of receipt of the invoice an amount equal to 33% of its obligation. Upon the second anniversary of the award of the PROJECT and receipt of an invoice from the TOLLWAY, each PARTY will pay to the TOLLWAY within thirty (30) calendar days of receipt of the invoice an amount equal to 10% of its obligation based upon actual bid prices/final costs if available. Upon the third anniversary of the award of the PROJECT or first anniversary of the completion of the PROJECT, whichever comes first, each PARTY will pay to the TOLLWAY within thirty

(30) calendar days of receipt of an invoice from the TOLLWAY the remainder of its obligation based upon final costs.

- H. The DEPARTMENT agrees that upon award of the contract for this PROJECT and receipt of an invoice from the TOLLWAY based on actual bid prices, the DEPARTMENT will pay to the TOLLWAY, an amount equal to 90% of its obligation incurred under this AGREEMENT, based upon actual bid prices, and will pay to said TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final cost, up to a maximum amount of \$17,380,000.
- I. Any PARTY can cancel or request reconsideration of this AGREEMENT if prior to the award of the construction contract it is estimated that the total cost of the PROJECT will exceed \$69,767,870.00 by more than 20% or if a construction contract has not been awarded within five (5) years of the effective date of this AGREEMENT. Any PROJECT costs incurred by any and all PARTIES prior to the cancellation or reconsideration of this AGREEMENT shall be shared pursuant to the allocation of PROJECT costs set forth in Section V Sub-Section E and be payable within thirty (30) calendar days of receipt of an invoice from the TOLLWAY.
- J. Any PARTY may request, after the construction contract(s) are let by the TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **VI. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the TOLLWAY. With respect to this AGREEMENT, it either means the DEPARTMENT, MCHENRY COUNTY, KANE COUNTY, or the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the PARTIES, other than the TOLLWAY.
- 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, 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 roadway facilities or rights of way of the PARTIES, to the motoring public, or 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 TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.

- 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 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. The TOLLWAY agrees to maintain, or cause to be maintained, I-90 in its entirety.
- B. The DEPARTMENT agrees to maintain, or cause to be maintained, Illinois Route 47, in its entirety except as noted herein. The DEPARTMENT shall be responsible for the roadway lighting along Illinois Route 47 that is required for the interchange and the associated limited transition lighting.
- C. KANE COUNTY agrees to retain jurisdiction of, maintain, or cause to be maintained, all highways under its jurisdiction affected by this PROJECT, in their entirety.
- D. The VILLAGE agrees to retain jurisdiction of, maintain, or cause to be maintained, all highways under its jurisdiction affected by this PROJECT, in their entirety. The VILLAGE further agrees that it shall be responsible for all roadway lighting along Illinois Route 47, installed as part of this PROJECT, beyond what is required for the interchange and associated limited transition lighting. The VILLAGE, to the extent not addressed in other intergovernmental agreements to which the VILLAGE is a PARTY, also agrees to maintain, or cause to be maintained, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes.

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

Type of Bridge Structure	Affected Roadway
Type 3	Illinois Route 47

1. Type 1 - TOLLWAY Right of Way over a DEPARTMENT Roadway

The DEPARTMENT has all maintenance responsibility as to the following:

- a. All DEPARTMENT right of way, highway roadways, guardrail and other protective devices, pier protective structures or devices, roadway slopes and shoulders, including but not limited to the portions thereof underneath the grade separation structure;
- b. All drainage facilities on DEPARTMENT right of way which drain DEPARTMENT highway facilities, except such facilities installed by the TOLLWAY on DEPARTMENT property for the purpose of carrying exclusively Toll Highway drainage;
- c. All underpass lighting;
- d. All DEPARTMENT traffic signals;

The TOLLWAY has all maintenance responsibility as to all remaining portions of the TOLLWAY right of way at an intersection not maintained by the DEPARTMENT, as set forth herein, including but not limited to the entire grade separation structure, drainage facilities, bridge slope walls and embankments within TOLLWAY access control fencing, and fences.

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

The DEPARTMENT has all maintenance responsibility as to the following:

- a. All DEPARTMENT right of way and DEPARTMENT highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.
- b. The following portions of the grade elevation structure:
  - c. The wearing surface;
  - d. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;

- e. Drainage facilities above structural beams and girders;
- f. All lighting except underpass and as described herein;
- g. All DEPARTMENT signals and signs;
- h. All drainage facilities carrying exclusively DEPARTMENT drainage.

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

- i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
  - j. All fences along TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
  - k. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
  - l. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
  - m. All underpass lighting.
3. Type 3 - Bridge Structure with a Partial or Complete Ramp Interchange System

---

The DEPARTMENT and the TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for "TOLLWAY over" and "DEPARTMENT over".

- a. At all bridge structures with a partial or complete interchange system; the DEPARTMENT has all maintenance responsibility for the following:
- b. All DEPARTMENT right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the DEPARTMENT highway pavement connecting the DEPARTMENT highway roadway pavement with TOLLWAY ramps;
- c. All grassed areas and embankments along DEPARTMENT highway roadway, outside fences installed to protect the Toll Highway;
- d. All traffic signals on the DEPARTMENT highway and at the intersections between the DEPARTMENT highway and the ramps to and from the Toll Highway;



- e. All guardrails on the DEPARTMENT right of way and highway roadway;
- f. All drainage facilities on DEPARTMENT highways, except for drainage structures under Toll Highway ramps;
- g. All lighting on the DEPARTMENT right of way and on areas of the intersection outside fences installed to protect the Toll Highway.

The TOLLWAY has all maintenance responsibility for the following:

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

1. Any and all signage affixed to the grade separation structure or placed on TOLLWAY right of way;
  2. The permitting of any and all loads traversing the grade separation structure which exceed the limits set forth in Title 92 Chapter 4 Part 2520 Appendix A of the Illinois Administrative Code;
  3. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the DEPARTMENT as to the bridge conditions which warrant such restrictions;
  4. Closure of lanes of traffic on the grade separation structure, for a repair or replacement project or in the event bridge conditions so warrant, provided that the TOLLWAY will consult with the DEPARTMENT before such closure;
  5. Attachment to the grade separation structure, or placement on or across TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the TOLLWAY.
- G. The PARTIES agree that each PARTY has the duty as set forth in this AGREEMENT to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- H. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the others of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTIES shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTIES under this AGREEMENT.
- I. 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 TOLLWAY or DEPARTMENT roadway operations or required for the performance of maintenance obligations of the respective PARTY under this AGREEMENT, then the PARTY placing such appurtenances shall have sole responsibility for all maintenance, repair, replacement, removal and/or renewal of such items, including such maintenance, repair, replacement, removal and/or renewal of such items which is necessitated by maintenance projects performed by the other PARTY pursuant to this AGREEMENT.

- J. Signalization and pavement markings at the interchange, if any, will be under the control of the DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation such that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that it would impact Toll Highway mainline traffic. The DEPARTMENT consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto TOLLWAY mainline pavement.

### VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES regarding maintenance of any of the PARTIES 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 PARTY's respective right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by a PARTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of that PARTY.
- D. The DEPARTMENT and the TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTIES.
- E. Nothing herein is intended to prevent or preclude the PARTIES from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- F. The DEPARTMENT agrees to allow the TOLLWAY to review and will consider comments on major roadway access issues along Illinois Route 47 that arise within one half (1/2) mile from the centerline of the I-90 Toll Highway. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the TOLLWAY encourage private sector funding of regional collector/distributor roadways to minimize throughway traffic impacts. For those sections where access control has been purchased by the TOLLWAY, the TOLLWAY agrees to review and coordinate access requests with the DEPARTMENT. For those sections with no access control, the DEPARTMENT shall retain the exclusive statutory right to control access to Illinois Route 47.

- G. The DEPARTMENT and the TOLLWAY agree to cooperatively manage incidents as expeditiously as possible to minimize impact and maximize response efficiency. Each agency shall be responsible for incident management within their jurisdictional limits and shall provide reciprocal timely incident response, management, and notification as need demands regardless of incident location.
- H. Subsequent to the completion of this PROJECT, the TOLLWAY shall provide the DEPARTMENT with aerial exhibits or as built plans to further clarify maintenance responsibilities which shall become a part of this AGREEMENT.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an INTERGOVERNMENTAL AGREEMENT between the Illinois Department of Transportation, the County of McHenry, the County of Kane, the Village of Huntley, and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES, that the TOLLWAY shall have jurisdiction of I-90 (Jane Addams Memorial Tollway) the DEPARTMENT shall retain jurisdiction of Illinois Route 47 traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT, KANE COUNTY and the VILLAGE shall retain jurisdiction of their respective highways traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by any of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between the DEPARTMENT, MCHENRY COUNTY, KANE COUNTY, the VILLAGE and the TOLLWAY representatives in the preparation of the Plans and Specifications, or changes thereto, or in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the TOLLWAY, the Deputy Director/Region One District Engineer of the DEPARTMENT, the County Engineer of MCHENRY

COUNTY, the Director of Transportation of KANE COUNTY and the Village Manager/Village Engineer of the VILLAGE shall meet and resolve the issue. Until construction of this PROJECT is completed and accepted by the PARTIES, in the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the TOLLWAY shall be final.

- G. This AGREEMENT may be executed in five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The TOLLWAY agrees that in the event any work is performed by other than TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- I. Under penalties of perjury, the DEPARTMENT certifies that its correct Federal Tax Identification number is 10 0049401 and it is doing business as a governmental entity, whose mailing address is Illinois Department of Transportation, Region One/District One, 201 W. Center Court, Schaumburg, Illinois 60196.
- J. Under penalties of perjury, MCHENRY COUNTY certifies that its correct Federal Tax Identification number is 36-6006623 and it is doing business as a governmental entity, whose mailing address is McHenry County Division of Transportation, 16111 Nelson Road, Woodstock, Illinois 60098.
- K. Under penalties of perjury, KANE COUNTY certifies that its correct Federal Tax Identification number is 36-6006585 and it is doing business as a governmental entity, whose mailing address is Kane County Division of Transportation, 41W011 Burlington Road, Saint Charles, Illinois 60175.
- L. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-0005934 and it is doing business as a governmental entity, whose mailing address is Village of Huntley, 10987 Main Street, Huntley, Illinois 60142.
- M. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES.
- N. 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 five (5) years subsequent to the date of execution of this AGREEMENT.
- O. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.

P. 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.

Q. 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.

R. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

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

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

To MCHENRY COUNTY: McHenry County Division of Transportation  
16111 Nelson Road  
Woodstock, IL 60098  
Attn: County Engineer

---

To KANE COUNTY: Kane County Division of Transportation  
41W011 Burlington Road  
Saint Charles, IL 60175  
Attn: Director of Transportation

To the VILLAGE: Village of Huntley  
10987 Main Street  
Huntley, IL 60142  
Attn: Village Manager

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

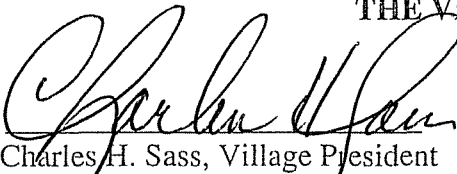
T. The PARTIES certify that they are not barred from being awarded a contract under 30 ILCS 50/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges

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

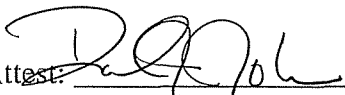
- U. The PARTIES certify that neither the PARTIES nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
  
- V. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the TOLLWAY and/or the PARTIES under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the TOLLWAY Inspector General, the TOLLWAY Department of Internal Audit, the TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
  
- W. Financial obligations of the DEPARTMENT and the TOLLWAY will cease immediately without penalty or further payment being required, if in any Fiscal Year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract(s). Notwithstanding, if this provision is triggered, all maintenance and non-financial obligations shall remain in force. Financial obligations will resume immediately, if in any Fiscal Year, the Illinois General Assembly or Federal funding source make funds available once again for this contract(s).

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

**THE VILLAGE OF HUNTLEY**

By:   
Charles H. Sass, Village President

Date: 11/29/11

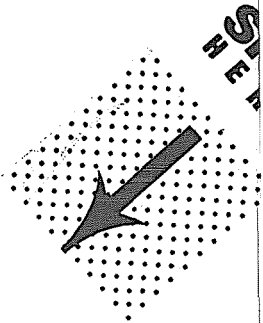
Attest:   
Rita M. McMahon, Village Clerk  
David J. Johnson, Village Manager  
Deputy Village Clerk

MCHENRY COUNTY

By: *Ken Koehler*  
Ken Koehler, Chairman,  
McHenry County Board

Attest: *Katherine Schultz*  
Katherine C. Schultz, Clerk,  
McHenry County Board

Date: 12-7-11



KANE COUNTY

By: *Karen McConaughay*  
Karen McConaughay, Chairman,  
Kane County Board

Attest: \_\_\_\_\_  
John A. Cunningham, Clerk,  
Kane County Board

Date: 1-9-2012

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Ann L. Schneider, Acting  
Secretary of Transportation

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

By: \_\_\_\_\_  
William R. Frey, P.E., Interim  
Director of Highways/  
Chief Engineer

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

By: \_\_\_\_\_  
Matt Hughes  
Director of Finance  
and Administration

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

By: \_\_\_\_\_  
Ellen J. Schanzle-Haskins  
Chief Counsel

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



**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

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

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

By: \_\_\_\_\_  
Michael Colsch, Chief of Finance

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

By: \_\_\_\_\_  
Elizabeth M.S. Looby, Acting  
General Counsel

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

Approved as to form and constitutionality

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

**EXHIBIT A  
ESTIMATE OF COST PARTICIPATION**

TYPE OF WORK	TOLLWAY		DEPARTMENT		VILLAGE		KANE COUNTY		MCHENRY COUNTY		TOTAL
	COST	%	COST	%	COST	%	COST	%	COST	%	
All roadway work excluding the following:	\$ 17,315,243.50	50%	\$ 8,997,000.52	25.98%	\$ 3,137,522.13	9.06%	\$ 2,919,350.05	8.43%	\$ 2,261,370.80	6.53%	\$ 34,630,487.00
Bridge Work	\$ 3,059,410.50	50%	\$ 1,589,669.70	25.98%	\$ 554,365.18	9.06%	\$ 515,816.61	8.43%	\$ 399,559.01	6.53%	\$ 6,118,821.00
Sidewalk	\$ 9,970.00	50%	\$ 5,180.41	25.98%	\$ 1,806.57	9.06%	\$ 1,680.94	8.43%	\$ 1,302.08	6.53%	\$ 19,940.00
Lighting	\$ 908,360.50	50%	\$ 471,984.12	25.98%	\$ 164,594.92	9.06%	\$ 153,149.58	8.43%	\$ 118,631.88	6.53%	\$ 1,816,721.00
Watermain Work	\$ 86,961.00	50%	\$ -	0%	\$ 28,987.00	16.66%	\$ 28,987.00	16.66%	\$ 28,987.00	16.66%	\$ 173,922.00
Traffic Signal Work	\$ 636,438.50	50%	\$ 330,693.44	25.98%	\$ 115,322.66	9.06%	\$ 107,303.53	8.43%	\$ 83,118.87	6.53%	\$ 1,272,877.00
Land Acquisition	\$ 6,500,000.00	50%	\$ 3,377,400.00	25.98%	\$ 1,177,800.00	9.06%	\$ 1,095,900.00	8.43%	\$ 848,900.00	6.53%	\$ 13,000,000.00
Land Acquisition Title Work	\$ 170,000.00	50%	\$ 88,332.00	25.98%	\$ 30,804.00	9.06%	\$ 28,662.00	8.43%	\$ 22,202.00	6.53%	\$ 340,000.00
Utility Relocation	\$ 1,542,751.00	50%	\$ -	0%	\$ 514,250.33	16.66%	\$ 514,250.33	16.66%	\$ 514,250.33	16.66%	\$ 3,085,502.00
Wetland Mitigation	\$ 257,489.50	50%	\$ 133,791.54	25.98%	\$ 46,657.10	9.06%	\$ 43,412.73	8.43%	\$ 33,628.13	6.53%	\$ 514,979.00
Electronic Toll Equipment	\$ 572,119.00	50%	\$ 297,273.04	25.98%	\$ 103,667.96	9.06%	\$ 96,459.26	8.43%	\$ 74,718.74	6.53%	\$ 1,144,238.00
Design Engineering	\$ 1,300,000.00	50%	\$ 675,480.00	25.98%	\$ 235,560.00	9.06%	\$ 219,180.00	8.43%	\$ 169,780.00	6.53%	\$ 2,600,000.00
Design Supplemental Engineering	\$ 300,000.00	50%	\$ 155,880.00	25.98%	\$ 54,360.00	9.06%	\$ 50,580.00	8.43%	\$ 39,180.00	6.53%	\$ 600,000.00
Construction Engineering	\$ 2,225,191.50	50%	\$ 1,156,209.51	25.98%	\$ 403,204.70	9.06%	\$ 375,167.29	8.43%	\$ 290,610.00	6.53%	\$ 4,450,383.00
<b>Subtotal</b>	<b>\$ 34,883,935.00</b>		<b>\$ 17,278,894.28</b>		<b>\$ 6,568,902.55</b>		<b>\$ 6,149,899.32</b>		<b>\$ 4,886,238.84</b>		<b>\$ 69,767,870.00</b>
Credit for Design Engineering					\$ (866,666.66)	33%	\$ (866,666.66)	33%	\$ (866,666.66)	33%	\$ (2,600,000.00)
Credit for Supplemental Design Engineering					\$ (600,000.00)	100%					\$ (600,000.00)
Credit for Land Acquisition Title Work	\$ (340,000.00)										\$ (340,000.00)
<b>Total</b>	<b>\$ 34,543,935.00</b>		<b>\$ 17,278,894.28</b>		<b>\$ 5,102,235.89</b>		<b>\$ 5,283,232.66</b>		<b>\$ 4,019,572.18</b>		<b>\$ 66,227,870.00</b>

- NOTES: 1. The PARTIES hereto cost participation shall be predicated on the percentages shown above for the specified work.  
2. The PARTIES hereto cost's shall be determined by multiplying the final quantities times the contract(s) unit price.  
3. The VILLAGE, KANE COUNTY and MCHENRY COUNTY shall receive a credit towards their overall PROJECT costs by equally sharing the costs of preliminary and design engineering which includes obtaining any necessary surveys, and preparing the plans and specifications for the PROJECT.  
4. The VILLAGE shall also receive a credit of \$600,000 towards their overall PROJECT costs for paying the entire amount of the Supplemental Engineering up front. This credit is to be applied to the VILLAGE's first payment.  
5. The TOLLWAY shall receive a credit towards its overall PROJECT costs by obtaining and preparing all right of way title work for use by the VILLAGE, estimated at \$340,000.00.  
6. Each individual PARTY shall receive a credit towards its overall PROJECT costs from the prior acquisition of Right of Way (if applicable), in conjunction with their final reimbursement, at the end of the PROJECT and after all Right of Way for the PROJECT has been acquired in accordance with Section II of the AGREEMENT.  
7. The DEPARTMENT's total cost participation shall be based upon final costs up to a maximum amount of \$17,380,000.00.

LIMITS OF JURISDICTION  
AND  
MAINTENANCE RESPONSIBILITY  
CONTRACT I-11-5623



RAMP D  
FROM I-90  
TOLLWAY

RAMP C  
TO I-90  
TOLLWAY

RESPONSIBILITY  
DELINEATION LIMITS

RESPONSIBILITY  
DELINEATION LIMITS

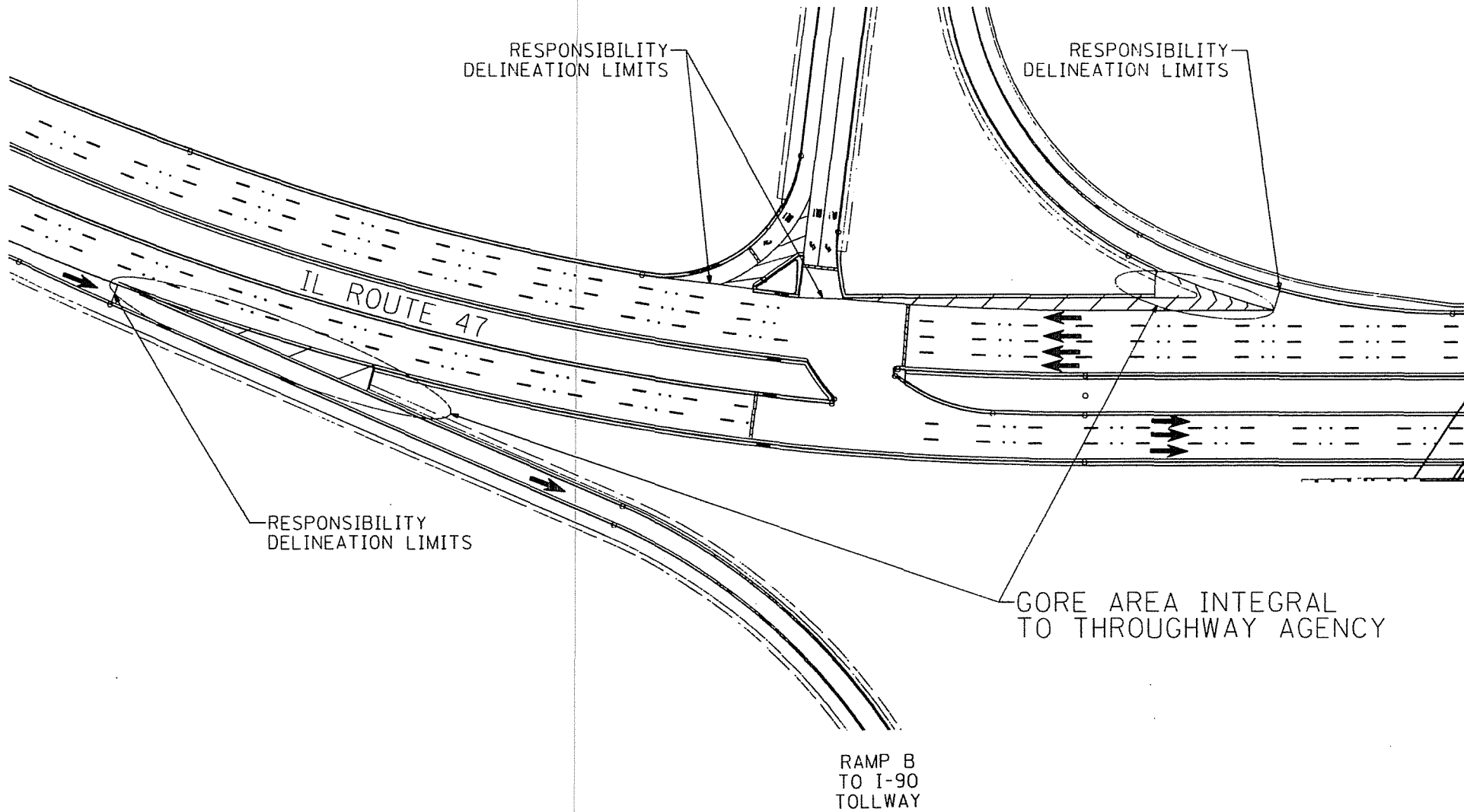
IL ROUTE 47

RESPONSIBILITY  
DELINEATION LIMITS

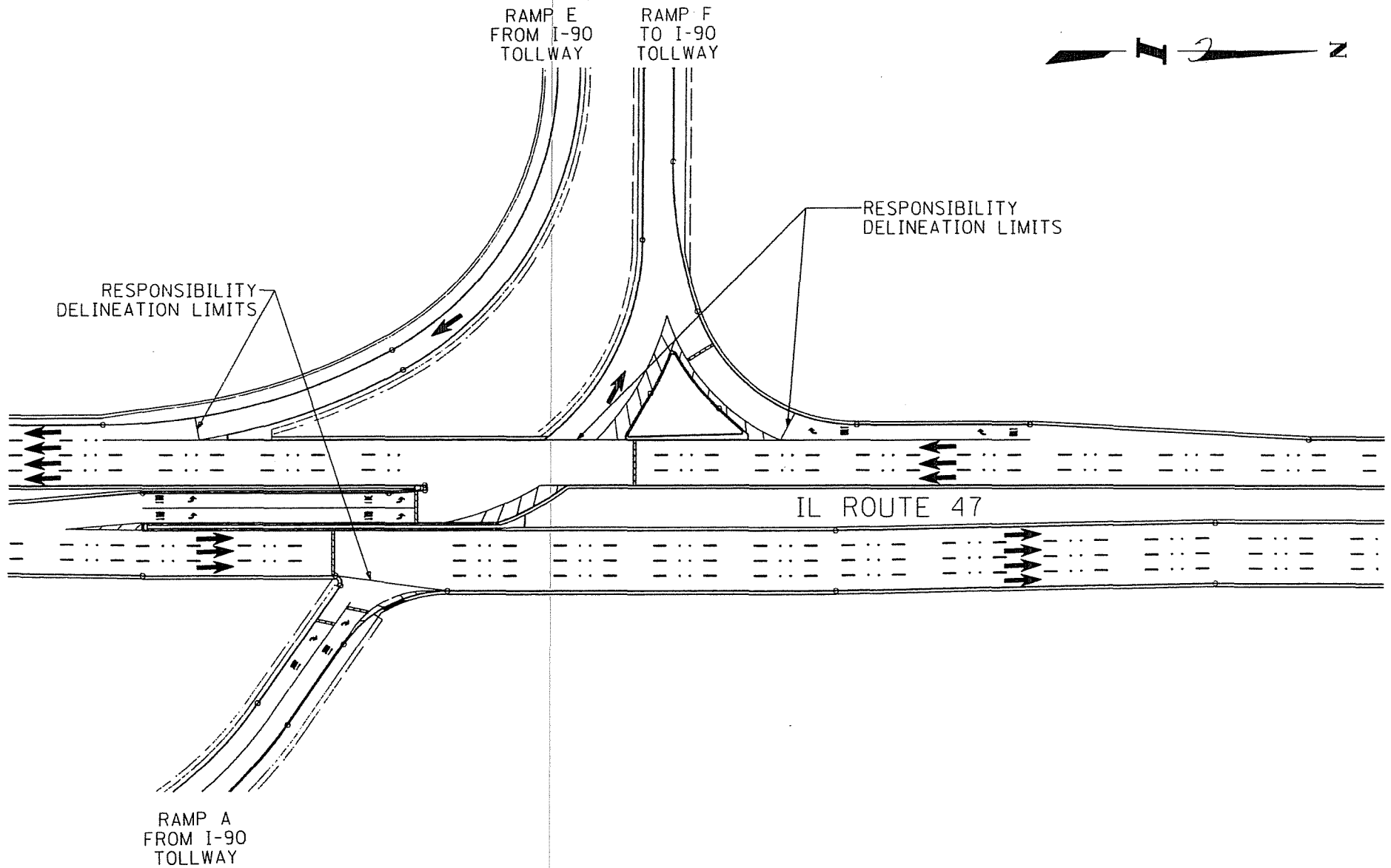
GORE AREA INTEGRAL  
TO THROUGHWAY AGENCY

RAMP B  
TO I-90  
TOLLWAY

EXHIBIT B



LIMITS OF JURISDICTION AND MAINTENANCE RESPONSIBILITY  
CONTRACT I-11-5623



STANDARD FORM OF AGREEMENT  
BETWEEN THE VILLAGE OF HUNTLEY "OWNER" AND  
GRAEF, ANHALT, SCHLOEMER, AND ASSOCIATES, INC.  
"ENGINEER"  
FOR  
PROFESSIONAL DESIGN SERVICES

PROJECT: RECONSTRUCTED INTERCHANGE AT ILLINOIS  
ROUTE 47 AND I-90 (JANE ADDAMS TOLLWAY)

START-UP AGREEMENT

SEPTEMBER 5, 2008

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - SERVICES OF ENGINEER.....	1
1.01 Scope .....	1
ARTICLE 2 - OWNER'S RESPONSIBILITIES .....	1
2.01 General .....	1
ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES .....	1
3.01 Commencement .....	1
3.02 Time for Completion .....	2
ARTICLE 4 - INVOICES AND PAYMENTS.....	2
4.01 Invoices .....	2
4.02 Payments .....	2
ARTICLE 5 - OPINIONS OF COST .....	3
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit .....	3
5.03 Opinions of Total Project Costs .....	3
ARTICLE 6 - GENERAL CONSIDERATIONS .....	3
6.01 Standards of Performance.....	3
6.02 Design without Construction Phase Services .....	4
6.03 Use of Documents.....	5
6.04 Insurance .....	6
6.05 Suspension and Termination.....	6
6.06 Controlling Law .....	8
6.07 Successors, Assigns, and Beneficiaries.....	8
6.08 Dispute Resolution.....	8
6.09 Environmental Condition of Site.....	8
6.10 Indemnification and Mutual Waiver .....	9
6.11 Miscellaneous Provisions .....	10
ARTICLE 7 - DEFINITIONS.....	11
7.01 Defined Terms .....	11
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS.....	12
8.01 Exhibits Included .....	12
8.02 Total Agreement .....	13
8.03 Designated Representatives.....	13

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 5 , 2008 ("Effective Date") between

The Village of Huntley ("Owner") and

Graef, Anhalt, Schloemer & Associates, Inc. ("Engineer").

Owner intends to be the lead agency for Phase I design aspects of a reconstructed interchange at Illinois Route 47 and I-90 (Jane Addams Tollway). ("Project"). Both the Illinois State Toll Highway Authority and the Illinois Department of Transportation will have significant input in the review process.

Owner and Engineer agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibits A and A1.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

3.01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.



- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in writing.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be those as stipulated by the Illinois Tollway Authority.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 *Design Without Construction Phase Services*

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all

responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- C. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- D. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 Suspension and Termination

- A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

- B. Termination. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
- a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination.*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.
- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions



shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Illinois State Toll Highway Authority.
  - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
  - 2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
  - 3. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  - 4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included*

Exhibit A "Engineer's Services," consisting of 2 pages, and Exhibit A1 "Scope of Phase I Design Services", consisting of 20 pages.

Exhibit B, "Owner's Responsibilities," consisting of 3 pages.

Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages.

Exhibit G, "Insurance," consisting of 1 page.

Exhibit H, "Dispute Resolution," consisting of 1 page.

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 14 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

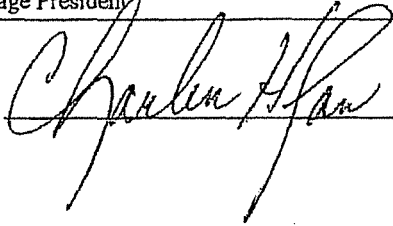
Owner:

Village of Huntley

By: Charles H. Sass

Title: Village President

Date Signed:



Engineer:

Graef, Anhalt, Schloemer & Associates, Inc.

By: David J. Castillo

Title: Vice President

Date Signed:



Address for giving notices:

10987 Main Street

Huntley, Illinois 60142

Address for giving notices:

8501 West Higgins Road, Suite 280

Chicago, Illinois 60631

Designated Representative (see Paragraph 8.03.A):

David J. Johnson

Title: Village Manager

Phone Number: 847 669-9600

Facsimile Number: 847 515-5245

E-Mail Address: djohnson@huntley.il.us

Designated Representative (see Paragraph 8.03.A):

Peter M. Johnston

Title: Project Manager

Phone Number: 773 399-0112

Facsimile Number: 773 399-0170

E-Mail Address: peter.johnston@gasai.com

This is EXHIBIT A, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 5, 2008

**Engineer's Services**

---

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

**PART 1 – BASIC SERVICES**

*A.1.01 Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate the preferred interchange layout (i.e. Half Cloverleaf), available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Design Concept Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: Topographic survey, Environmental Investigation, and Traffic Engineering.
7. Furnish 12 review copies of the Report and any other deliverables to Owner within 179 calendar days of authorization to begin services and review it with Owner. Within 26 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. For additional detail on Design Concept phase services, see attached Exhibit A1.

Engineer's services under the Study and Report Phase will be considered complete on the date when the Design Concept Report review comments are completed and forwarded to the Engineer.

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
  1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
  2. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
  3. Providing renderings or models for Owner's use.
  4. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
  5. Furnishing services of Engineer's Consultants for other than Basic Services.
  6. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C.
  7. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
  8. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
  9. Preparation of operation and maintenance manuals.
  10. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

This is EXHIBIT A1, consisting of 20 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 5, 2008.

## SCOPE OF PHASE I DESIGN SERVICES

### I. PROJECT DESCRIPTION

This scope addresses design services for a full interchange at the intersection of Illinois Route 47 and the Jane Addams Tollway (I-90). The basis for the design development will be the Interchange Feasibility Study prepared by Graef, Anhalt, Schloerner & Associates, dated March 30, 2007. Input from the various project stakeholders will also be incorporated to the extent practicable. Stakeholders include the following: the Illinois Tollway, the Illinois Department of Transportation, McHenry County, Kane County, the Village of Huntley, affected utility agencies, natural resource agencies, adjacent landowners, and area residents.

The initial stage of the project will include the development of a Design Concept report that focuses on the preferred interchange configuration (Half Cloverleaf) as identified in the aforementioned Feasibility Study.

This overall project includes a new full access interchange at Illinois Route 47 and the Jane Addams Tollway (M.P. 32.5) with associated improvements along Illinois Route 47 and the Jane Addams Tollway. The project includes reconstruction of Route 47 from a two and four lane highway to a six lane highway, a new bridge structure carrying Route 47 over the Jane Addams Tollway, new interchange ramps, unattended ramp toll collection plazas, reconstruction of the Route 47/Freeman Road intersection, traffic signals at three intersections, coordination with utility agencies having facilities in the project vicinity, drainage requirements for the interchange, natural resource preservation, and right of way acquisition documents.

### II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT

The Engineer's (DSE) services under this Contract shall include the Design Concept submittal, together with preparation of any necessary utility documents in accordance with the requirements of the Authority's Design Section Engineer's Manual, dated July, 2006, as amended by the Authority, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois State Toll Highway Authority shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of the Illinois Department

of Transportation and the Village of Huntley shall apply outside of the Tollway's right-of-way as appropriate.

More specifically, the project scope includes design phase tasks as listed below:

**DESIGN CONCEPT REPORT:**

**A. ROADWAY REQUIREMENTS**

1. Complete topographic survey, including the development of contours for completing exhibits, right-of-way analysis, plan and profile development, etc.
2. Conduct a drainage/hydraulic analysis, including, but not limited to detention requirements.
3. Develop Design Concept cross sections.
4. Identify utility impacts, such as the Tollway's fiber optic communications network, on construction, right-of-way, costs, and project schedule.
5. Interchange lighting shall be provided in accordance with the ISTHA Guidelines for roadway illumination. All ramps shall be illuminated, as well as the mainline between ramp gore areas. The DSE shall analyze the impact of the new system on adjacent lighting systems.
6. Conduct right-of-way studies.
7. Develop a concept signing plan.
8. Develop maintenance of traffic and construction staging options for Route 47 and the Jane Addams Tollway, as well as corresponding project schedules.

**B. STRUCTURAL MODIFICATION**

Prepare layout drawings to include plan views, deck cross sections and supplemental views as necessary which show span lengths; skew angles; lane, shoulder, sidewalk, parapet, and out to out widths; types of materials; types and depths of superstructures; and types of sub-structures for replacement of the Route 47 over I-90 bridge structure.

Also address any retaining wall designs anticipated on the project.

**C. UNATTENDED RAMP TOLL PLAZA REQUIREMENTS**

Determine Toll Plaza locations and requirements for a minimum of a three lane toll plaza facility for each ramp requiring tolling. Identify whether a control building will be required, and its location. Also identify fiber optic utility impacts associated with the proposed plazas.

**D. ENVIRONMENTAL STUDIES AND REPORTS**

1. Completion of a two-part Environmental Studies Inventory Sheet (ESIS). Part I shall be submitted no more than four weeks following Notice To Proceed. The Part I ESIS submittal should include a



scoping letter for agency coordination for the Authority's signature. This letter should be submitted electronically.

2. If deemed necessary by ISTHA following submittal of Part I of the ESIS form and the initial traffic analysis, the consultant shall prepare an ESIS Part II form. The format for the document will be specified by ISTHA.
3. Conduct any required noise studies.
4. Complete a wetland delineation and associated technical report.
5. Provide for potential biological surveys and technical report, if required under Item 2 above.
6. Provide for potential historic and prehistoric surveys and technical report, if required under Item 2 above.
7. Provide for a special waste review report, if required under Item 2 above.
8. All coordination with resource and regulation agencies, including but not limited to the Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Illinois Historic Preservation Agency, and the Office of Water Resources, shall be conducted through ISTHA. The DSE will be expected to assemble information and documents necessary for ISTHA to perform such coordination. A related Agency Action Report will be prepared.

### III. ENGINEER'S (DSE's) SERVICES

#### A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Authority's DSE Manual dated July, 2006 and Bridge Design Criteria, and Ramp Toll Plaza Criteria (found in various Design Bulletins) or as amended by the Authority.
2. The Authority and the DSE shall conduct a field review/inspection to determine the extent of the project.
3. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
4. A constructability review of all contract documents shall be conducted prior to each submittal and a memorandum documenting the findings shall be transmitted to the Authority.

#### B. FIELD SURVEY

1. The DSE shall perform all survey work necessary for the design of the project in accordance with the appropriate sections of the DSE's Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
2. Maximum use should be made of the Authority's record drawings. However, it is the Design Section Engineer's responsibility to verify all topography in the field.
3. Obtain adequate survey information for drainage reports, etc.

4. Utilize the Authority's record drawings and verify features in the field. Utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
5. The DSE shall utilize current tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.

C. STUDIES, ANALYSIS AND RECOMMENDATIONS

1. Develop the interchange cross sections and drainage design to provide information for right-of-way acquisition.

D. PUBLIC INVOLVEMENT

1. Public Involvement will generally be coordinated with the Illinois Tollway and the Village of Huntley. It is anticipated that the DSE will need to prepare exhibits, provide technical experts, etc. for attendance at meetings scheduled by the Tollway.
2. Coordinate with the Authority Project Engineer on sending individual letters to municipal, township, and county officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Authority consideration and comment on community issues of concern or support.
3. Coordinate with the Tollway's Project Engineer and the Authority's Community Affairs Liaison in meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the DSE's Manual dated July, 2006 with special attention to, but not limited to, the following:

A. DESIGN CONCEPT SUBMITTAL REQUIREMENTS:

1. As outlined in Section 4.4 of the DSE Manual.
2. The Final Design Concept report shall include exhibits, calculations, environmental evaluations, and recommendations for the Route 47 Interchange geometry complete with right-of-way requirements. Recommendations shall be backed up with calculations, correspondence and Authority approvals. The report shall be used in developing a future design scope of services associated with this section of roadway and interchange.

B. CONCEPT SUBMITTAL REQUIREMENTS:

1. Concept construction cost estimate.

2. Identify specific impacts to construction schedule and staging, such as utility relocations, fiber optic etc.
3. Barrier warrants per DSE Manual.
4. Provide written results on findings from Section III of Scope with written recommendations.
5. The initial ESIS submittal shall be within four (4) weeks after notice to proceed.
6. Coordinate with the Authority Project Engineer on sending individual letters to municipal, township, county and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Authority consideration and comment on community issues of concern or support.
7. Coordinate with the Authority Project Engineer, and the Authority's Community Affairs Liaison on meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.
8. Maintenance of traffic concepts shall include preliminary stage layouts and duration estimates. Progress schedules shall be submitted.

C. OTHER SERVICES AND SUBMITTALS REQUIRED:

1. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's as often as required to insure the final contract documents of all contracts relating to the limits are coordinated.
2. Maintenance of traffic and construction staging.
3. A Concept Drainage Report shall be prepared.
4. Construction cost estimates will be developed by the DSE based upon major items of work and related quantities.
5. All other submittals as required in the DSE's Manual and Quantity Calculations Manual.
6. All design plans shall be prepared in MicroStation format. The Design Concept Report shall be submitted on three (3) separate CD's.

V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

- A. It shall be the responsibility of the DSE to select the applicable reduced size record drawings. Plans can be obtained from "[www.illinoisvirtualltollway.com](http://www.illinoisvirtualltollway.com)".
- B. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits. Survey control will be based on the Tollway's COORS datum.
- C. Copies of ISTHA Standard Specifications, Standard Drawings, and ISTHA Design Criteria.



METRO TRANSPORTATION GROUP, INC.  
*Your Transportation Resource*

3100 W. HIGGINS ROAD, STE.100  
HOFFMAN ESTATES, IL 60195-2095

TELEPHONE: 630.213.1000  
FACSIMILE: 630.213.3227  
www.metrotransportation.com

TRAFFIC ENGINEERING  
TRANSPORTATION PLANNING  
SIGNAL SYSTEMS/DESIGN

December 17, 2007

Mr. David Castillo, P.E.  
Graef, Anhalt, Schloemer & Associates  
8501 West Higgins Road, Suite 280  
Chicago, Illinois 60631

Re: Proposal for Traffic Engineering Services  
I-90/IL 47 Interchange – Phase I & II Start-Up  
Huntley, Illinois

Dear Mr. Castillo:

Metro Transportation Group, Inc., (Metro) is pleased to present this proposal for professional transportation engineering services for the I-90/IL 47 interchange Phase I & II study in Huntley, Illinois. Based on our meeting on December 13, 2007, the following Scope of Services has been compiled to reflect the tasks Metro will undertake for the "start-up" of this project. This includes the tasks specific to a Phase I design submittal with Phase II services to be provided under a future addendum to this contract. If accepted by you, the proposal will become an agreement between Metro and Graef, Anhalt, Schloemer and Associates (GAS) to provide the services outlined below.

## **SCOPE OF SERVICES**

The scope of services will generally involve the preparation of traffic and engineering documents in support of the Phase I and Phase II studies required for the design, engineering, and construction of a new full interchange at I-90/IL 47 in Huntley, Illinois. In order to adequately accomplish this, we propose a Scope of Services involving the following tasks:

### **TASK A: TRAFFIC STUDY**

As the basis for the geometric design of the interchange and roadway improvements within the study area, the previously prepared traffic study will be updated to reflect more current traffic,



land use, and demographic data. Comments previously received by the jurisdictional review agencies will also be considered and incorporated as appropriate within this revised document. It is anticipated that the study will include the following items:

#### **1 - Counts**

As the previous traffic projections and capacity analyses were based on data gathered nearly two and a half years ago, updated peak period and daily traffic volumes will be collected within the study area. Peak period volumes will be collected from 6-9 AM and 3-6 PM and will include both volume and vehicle classification data. Peak period counts will be taken at the following locations:

- IL 47 & IL 72
- IL 47 & Big Timber Road
- IL 47 & Manning Road
- IL 47 & I-90 Eastbound
- IL 47 & I-90 Westbound
- IL 47 & Freeman Road
- IL 47 & Del Webb Boulevard/Oak Creek Parkway

Average Daily Traffic (ADT) and Average Daily Truck Traffic (ADTT) will be calculated based on 72-hour machine counts (with vehicle classification) at each of the following locations:

- IL 47 south of Big Timber
- IL 47 north of Big Timber
- Big Timber east of IL 47
- Big Timber west of IL 47
- Manning Road east of IL 47
- I-90 eastbound on-ramp
- IL 47 north of I-90 eastbound on-ramp
- I-90 westbound off-ramp
- IL 47 south of Freeman Road
- IL 47 north of Freeman Road
- Freeman Road east of IL 47
- Freeman Road west of IL 47



## **2 - Existing Conditions**

In order to verify existing conditions, a field visit will be performed at each of the study intersections and roadway segments. Observations will include measurements of existing geometrics, traffic control devices, traffic signal timing, vehicle queuing, and travel patterns. The data gathered during these observations will be used to prepare and calibrate a traffic analysis model of existing conditions (including the recent signalization of the I-90/IL 47 ramps) and to prepare HCS+ analysis of the existing intersections, roadway segments, and interchange elements.

## **3 - Land Use and 2030 Projections/Analysis**

In order to facilitate the most accurate and comprehensive 2030 traffic volume projections possible within the study area, data will be requested from the surrounding communities and jurisdictional agencies. Information requested will include updated historical traffic, accident, and demographic data, recent traffic and corridor studies, comprehensive land use and zoning plans, and 2030 traffic volume and land use projections. Requests for information will be sent to the following agencies, which can be supplemented as appropriate:

- Illinois State Toll Highway Authority (ISTHA)
- Illinois Department of Transportation (IDOT)
- Chicago Metropolitan Agency for Planning (CMAP)
- Kane County
- McHenry County
- Village of Huntley
- Village of Hampshire
- Village of Gilberts

Based on the data received, 2030 traffic projections will be prepared for the study area intersections. The methodology used will be consistent with that used previously and will incorporate both local and regional growth. After the development of preliminary 2030 projections, it is anticipated that a sensitivity analysis will need to be performed to determine the impact of various scenarios on the interchange operation. Three scenarios are anticipated, including a scenario with the Brier Hill development (but no Brier Hill interchange) and the possible extension of commuter rail north or south of the study area. The resultant projections will be circulated to the various jurisdictional agencies for review and comment prior to the preparation of any design elements.



Following receipt of comments, the 2030 volume projections will be revised (as appropriate) and a final set of "design volumes" produced. These volumes will be applied to the existing conditions model, and an appropriate interchange design will be developed. The preferred alternative as identified in the March 2007 Interchange Feasibility Study will be the first scenario evaluated to determine if the recommended geometrics still provide sufficient capacity to accommodate the design year volumes. If not, the study's alternate design (and others as appropriate) will be evaluated until a suitable geometric design can be identified. Metro will work closely with GAS and the jurisdictional agencies if designs differ significantly from those identified within the previous study in order to determine the feasibility (based on context-sensitive design criterion) of the new geometrics.

The recommended interchange design geometry will be provided to GAS for review and concept-level illustration. This new or refined geometry (and the associated capacity analysis) will be provided to the various review agencies for review and comment. Upon acceptance of the preliminary design, capacity analyses (in Synchro and HCS+) and conceptual geometrics will be revised for inclusion in the final Phase I report.

#### **4 - Traffic Report**

The results of the various data collection efforts, the development of 2030 traffic projections, the recommended and alternative 2030 geometric designs, and the capacity results (intersection, roadway, and interchange) for each will be summarized and compiled in a traffic report appropriate for inclusion in the final Phase I report prepared for the project. The report will include a narrative description of the data, assumptions, and analyses associated with each element of the design(s) and will include a technical appendix with reference data such as land plans and projections, historical data, and accident reports. In keeping with IDOT guidelines, a section on safety will be included in the report to discuss previous crash history within the study area and to provide general recommendations/discussions with respect to the various safety elements of the recommended design(s).

#### **5 - Meetings/Presentations**

Due to the involvement of a variety of jurisdictional agencies and interested parties, it is anticipated that up to ten (10) meetings will be required as part of this phase of the project. These may include meetings with a reviewing agency or formal presentation of the report findings to a local or county board. Additional meetings (if required) can be accommodated via an appropriate adjustment to the project scope and budget.





## **TASK B: INTERSECTION DESIGN STUDIES**

As part of the Phase I design study, intersection design studies (IDS) will be prepared for the intersections of Illinois Route 47/Big Timber Road and Illinois Route 47/Freeman Road. Before this task may begin, the client must provide digital base mapping of the existing topographic condition, including traffic-related items such as striping and traffic control equipment. The completion of these two (2) studies will involve the following:

### **1 - Field Inspection**

Existing available data related to the project will be collected. This will include a visit to the site for purposes of observing existing traffic operations and to gather current data regarding existing lane configurations, traffic controls, and other roadway characteristics. Existing traffic signal plans will be obtained from the Illinois Department of Transportation.

### **2 - Capacity Analyses**

Traffic counts and capacity analyses completed as part of Task A will be used in developing the Intersection Design Study. A 2030 design year will be employed for consistency with the updated traffic study and previous Interchange Feasibility Study.

### **3 - Existing Conditions**

Base drawings from the existing conditions survey will be used for the IDSs. These drawings will include the Illinois Department of Transportation capacity and sequencing charts, traffic data tables, design elements, and general notes.

### **4 - IDS Preparation**

Traffic data, a summary of capacity analysis, and the proposed roadway improvements will be shown on each IDS sheet. Detailed geometry of the improvements will be shown on the IDSs including type of curb and gutter or shoulder, pavement markings, turn bay lengths and tapers, etc. "AutoTURN" runs will be prepared and depicted on the IDSs, indicating that the proposed geometry will accommodate the design vehicles.

### **5 - Agency Coordination**

The completed IDSs will be forwarded to the Village of Huntley, Kane County, McHenry County, the Illinois State Toll Highway Authority, and the Illinois Department of Transportation for review and comment. Review comments will be incorporated on the drawings and addressed with a written disposition.



## **TASK C: INTERCHANGE DESIGN STUDY**

Following approval of the interchange configuration, preparation of the Interchange Design Study will be initiated. The study would include the following:

### **1 - Base Plan**

Standardized base sheets, available from the Illinois Department of Transportation, will be used in developing the Interchange Design Study. A controlled-scale aerial mosaic or aerial mapping will be used to prepare the plan.

### **2 - Plan Sheet**

The following information will be provided on the Plan Sheet:

- **Topographic/Cultural Features** – In addition to the proposed interchange, this plan will indicate all houses, businesses, major utilities, roads and streets, right-of-way, access control lines, contour lines, and structures.
- **General Notes** – These notes will include design exceptions, crash data, cultural development, terrain, and improvement type.
- **Elements Controlling Design** – Information contained in this section will include roadway classification, average daily traffic, year of construction, traffic control, design criteria, design vehicles, and design speeds.
- **Interchange Layout** – The plan will show horizontal alignment details, stationing, and proposed structures.
- **Capacity Analysis Tables** – A table will document the results of capacity analyses for ramps and crossroad intersections.

### **3 - Interchange Details**

Details will be shown for ramps, crossroad intersections, free flow terminals, and crossroad turn lanes. Capacity tables will also be shown for free-flow ramp terminals.

### **4 - Profiles**

Profiles will be shown for the I-90 mainline, Illinois Route 47 through the interchange, and each ramp.



#### **5 - Cross Sections**

Controlling cross sections will be shown for the mainline, areas adjacent to the mainline, and for ramps.

#### **6 - Report**

A memorandum will be prepared to discuss the details and major design features of the interchange.

#### **7 - Agency Coordination**

Metro will assist the design team in coordinating with the Village of Huntley and all appropriate agencies on review and approval of the Interchange Design Study.

#### **8 - Meetings**

As a component of the data collection, IDS and Interchange Design Study preparation, and coordination of the agency review and approval process, it is anticipated that up to five (5) meetings will be required. Additional meetings (if required) can be accommodated with an appropriate adjustment to the project scope and budget.

### **TASK D: PROJECT ADMINISTRATION**

Project management of this contract and appropriate oversight over billing and invoicing will be provided by Metro. It is anticipated that invoices would be provided monthly and would indicate progress (in the form of "percent complete") for each of the Tasks outlined previously that would be used to calculate the total invoice amount. A brief, written narrative of the specific activities associated with each Task also would be included with the invoice.



## PROJECT SCHEDULE

As requested by the Village of Huntley, it is anticipated that the total project (Phase I/II) will be completed within 24 months from notice to proceed. Metro anticipates the following schedule for the start-up (Phase I only) portion of the project submittals, contingent on Metro's timely receipt of required background data and materials:

- Task A: Traffic Study
  - Draft volumes submitted for review within 2 months from notice to proceed
  - Final volumes, analysis, and final and interim geometric recommendations within 1 month from receipt of comments on the draft volumes
  - Final traffic report within 2 months from final volumes/geometric approval
- Task B: Intersection Design Study
  - Preliminary IDS submittal to IDOT/KDOT within 1 month of final volumes/geometric approval
  - Revised IDS submittals (based on IDOT/KDOT comments) within 2 weeks of review comment receipt
- Task C: Interchange Design Study
  - Preliminary Interchange Design Study submittal to ISTHA/IDOT within 2 months of final volumes/geometric approval
  - Revised submittals (based on ISTHA/IDOT comments) within 3 weeks of review comment receipt

Metro has developed this start-up project scope and budget based on an anticipated 12-month project duration. Should the project schedule extend beyond the expected timeframe, Metro reserves the right to revisit the budget associated with any remaining work tasks to account for a reasonable cost of living adjustment.

**Huff & Huff, Inc.  
SCOPE OF SERVICES**

**I-90/IL 47 Interchange  
Huntley  
McHenry County**

**Proposal No. T07-157  
July 28, 2008**

**1. INTRODUCTION**

This Scope-of-Services submitted by Huff & Huff, Inc. (H&H), pertains to the preparation of environmental studies associated with the proposed improvements to the interchange of Interstate Route 90 and Illinois Route 47. Huff & Huff (H&H) will assist Graef, Anhalt, and Schloemer (GAS) in the development of the environmental documentation for the proposed project.

The Illinois Tollway has requested that the Village of Huntley be the lead agency for the Phase I engineering. The environmental documentation will follow Tollway protocols. An Environmental Studies Inventory Sheet (ESIS) Part I and Part II, conforming to the Illinois Tollway *Environmental Studies Manual* will be prepared for the purpose of Tollway documentation.

This evaluation includes the analysis of the following specific environmental areas as identified by both IDOT and the Tollway:

- Socio-Economic
- Wetlands
- Cultural resources
- Natural resources / Biological resources
- Public lands (Section 4(f))
- Streams, lakes and waterways
- Vegetative assessment
- Special waste evaluation
- Traffic noise analysis
- Air quality analysis

This scope-of-services describes the tasks to be completed. The proposed improvements include the potential acquisition of right-of-way to accommodate the new ramps. The land use in this area is currently agricultural, undeveloped or commercial land use.

## 2. ENVIRONMENTAL APPROACH

Environmental screening will occur in steps to determine the important resource issues and facilitate Phase I development. To achieve the completion of Phase I concepts and continue into Phase II, the environmental issues must be well defined in the initial stages of the project and resolved as quickly as possible. The environmental inventory of biological, cultural, special waste, and land use issues will first be developed from a site visit, standard data base sources, and available environmental documents. Environmental tasks can be assessed in three steps: data collection, fieldwork, and writing reports/resolving mitigation issues.

**Step 1** - All of the Step 1 data collection for the inventory can be completed in the initial project evaluation. Step 1 will identify possible issues for further analysis and includes screening a wide variety of environmental resources for importance in the Phase I process. Huff & Huff, Inc. has received the IDNR Agency Action Report (AAR) in 2005 as part of the Feasibility Study. This AAR will need to be updated. H&H will collect photographs of any potentially historic structures for submittal to IHPA.

**Step 2** - Step 2 includes field investigation for trees and vegetation and stream work. It is anticipated the tree survey can be conducted during the growing season. Other components, such as the noise and air quality analysis, are only limited by the time needed to obtain design information. Identifying resource agencies from which permits or coordination approval are required will occur in Step 2.

**Step 3** - Step 3 involves the preparation of technical memoranda where warranted, the ESIS Part II, and resolution of mitigation issues. H&H will work closely with GAS regarding avoidance and minimization of impacts. Avoidance and minimization are critical to expediting the Phase I process. Natural resource agencies should be involved early in Step 2 to create an awareness of project issues and foster a cooperative atmosphere to help achieve agency approval.

The specific tasks to be completed include the following:

<u>Resource Area</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Wetlands	Review NWI Maps, NRCS maps, ADID maps	Field Review/Delineation	Jurisdictional determination & determine impacts, Report
Special Waste	Database Search	Field Visit	Develop PESA
Threatened & Endangered Species	Send data request to IDNR	Review locations for possible impacts	Coordinate with resource agencies as needed
Historical/Cultural	Send data request to IHPA	Review response	Conduct Phase I, if necessary
Special Lands/ Pedestrian/ Bicycle Paths	Obtain Forest Preserve maps, plans, and park information	Assess any potential impacts	Coordinate with local agencies

<b>Resource Area</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Streams/Lakes	Review floodplain data, IEPA reports, regarding 303(d) or high quality aquatic resources, and existing drainage patterns	Assess any drainage impacts or pollutant loading	Determine need for 401 WQ certification, permits, etc.
Traffic Noise	Identify noise receptors	Collect data and information for traffic noise modeling	Conduct traffic noise modeling
Air Quality	Field visit to identify receptors	Determine need for AQ modeling (COSIM, MOBILE 5, or ISTHA)	Prepare input for submittal to Tollway and determine compliance with AQ standards

Technical memoranda will be prepared for resource areas where additional documentation is warranted (i.e. wetlands).

### **3. SCOPE-OF-SERVICE TASKS**

#### **Task D Environmental Studies and Reports**

The proposed improvement is the construction of completion of the interchange at Interstate Route 90 and Illinois Route 47 in Huntley, Illinois.

#### **D1 Development of Environmental Documentation**

H&H will develop the ESIS Part I and Part II documentation. Development of the ESIS document will similarly be coordinated with GAS, with input from GAS for the purpose and need, and alternative analysis.

The report will summarize the findings of the environmental studies conducted for the proposed improvements in the Phase I report.

#### **D2 Wetland Assessment**

H&H will be conducting the wetland assessment for the project corridor, including the preparation of the wetland technical report. H&H will prepare the wetland impact evaluation.

#### **D3 Cultural Resources**

It is anticipated that right-of-way acquisition will be required to accommodate the proposed I-90 improvements. Documentation, including a photo-log will be prepared for direct coordination with the Illinois Historic Preservation Agency (IHPA) regarding any potential historic resources within the project limits or a need for archeological investigation. Initially H&H will review existing data such as the National Register of Historic Places to determine the potential for

encountering historic resources. An archaeological survey is not proposed as part of this scope of work.

#### **D4 Natural Resource/Biological Surveys**

Natural and biological resources will be investigated along the proposed improvement. This activity will occur in two phases. First an inventory of areas with potential high quality or uniqueness such as prairies, savannas, forests, and other native communities will be conducted. In addition, field screening will be conducted along the route.

H&H will submit the IDNR Agency Action Report to initiate coordination with IDNR. H&H will coordinate with the Tollway prior to conducting fieldwork. The Agency Action Report may indicate the presence of a particular species, which can then be searched for in detail.

*A Memorandum of Findings and a Biological Resource Review* will be prepared, if appropriate. The memorandum will summarize the natural resource and biological studies conducted for the project. If sensitive species are located during the field investigation, or are identified by the IDNR in the Agency Action Report, a Biological Resource Opinion will be prepared.

#### **D5 Streams and Waterway Surveys**

H&H will investigate the presence and condition of water resources within the project limits. The South Branch of the Kishwaukee River is nearby and tributaries will need to be assessed. Information collected will be consistent with the data required by the Tollway. A summary of the information collected will be provided. Resources that will be reviewed include the following items:

- IL EPA water quality reports
- Illinois State Water Survey 7-day, 10-year low flow data, well logs, and reports
- Northeastern Illinois Planning Commission reports
- Stream Crossings – IDNR, USACE

Potential impacts to floodplain, floodways, and water quality will be assessed based on the proposed improvements.

#### **D6 Vegetative Assessment - Tree Survey**

H&H will prepare a tree survey for the project through the existing and proposed right-of-way in accordance with the Tollway's *Tree Replacement and Preservation Plan*. The limited amount of trees along the route will reduce the need to include representative transects, lines, or qualitative assessments normally used in densely vegetated areas.

H&H will conduct the tree survey in the field and will assess type and size of the trees within the project limits. GAS will provide tree location and offset utilizing existing aerial photography. Once the data are compiled, impacts will be assessed based on the proposed geometry of the improvement. A summary tree report will be prepared which documents impacts to trees. This



will include all trees 6 inches in size DBH, or greater and all individuals planted for landscape purposes.

Any trees deemed to be of exceptional value due to size, species, and condition will be considered a specimen tree. Specimen trees will be identified on the project plans, with recommendations for protection or avoidance. A tree preservation plan, for trees that will remain will be incorporated into the final tree summary report.

#### D7 Special Waste Memorandum

Due to the potential of off-site impacts along the corridor, H&H will screen the study area within 75 feet of the proposed ROW for potential areas of environmental contamination. The screening process will follow general protocols associated with the Illinois Tollway procedures.

##### A. Historical Research

The historical land use/ownership record will be developed from standard historical sources. These sources include either historical aerial photographs or historical maps, such as Sanborn Fire Insurance Maps. The review will identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage. Historical USGS topographic maps will also be used where available.

##### B. Site Evaluation

Current environmental features and conditions of sites adjacent to the ROW will be evaluated. The features and conditions evaluated will include, but will not be limited to, the following:

- land use and on-site structures;
- geology and hydrology;
- chemical use and storage (including signs of releases and housekeeping practices);
- underground and aboveground storage tanks (including signs of releases);
- solid waste, special waste, and hazardous waste (including drums and waste oil tanks);
- and
- potential sources of polychlorinated biphenyls (PCBs).

##### C. Records Review

A records review will be conducted to determine potential environmental concerns presented by the study area or surrounding properties. It will include a search of standard state and federal environmental record databases in accordance with the specifications of the Illinois Tollway. This search is based on the outline of the study area.

As appropriate, Freedom of Information Act (FOIA) requests will be filed with the Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites. A local source, such as the fire department or building department, will be contacted regarding available records and site history.

#### **D. Memorandum Preparation**

A report summarizing the results of the data collection activities will be prepared. The following information will be included in this report:

- a) The site location and description, including the past and current land use at the property and adjacent properties.
- b) The site geology and hydrology.
- c) The environmental status of the site in regard to environmental features and conditions, including: chemical use and storage; underground and aboveground storage tanks; solid waste, special waste, and hazardous waste; wastewater; PCBs.
- d) The environmental records review conducted for the site and surrounding properties.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding any environmental concerns.

#### **D8 Traffic Noise Analysis**

There is only one residence in the southwest quadrant potentially affected and that residence may be taken as part of the interchange improvement. Commercial areas are located in the northeast quadrant with open land or agricultural land in the other quadrants. No traffic noise analysis is planned for the interchange improvement.

#### **D9 Air Quality**

H&H will be responsible for compiling the forms for the air quality COSIM screening that will be conducted for the project.

#### **D10 Public Involvement**

Public involvement for environmental issues will be limited to one meeting with public meeting/hearing schedule.

#### **D11 Project Management**

This task covers items necessary to manage the project, including preparation of progress reports, scheduling, and coordination with the prime consultant.

#### **D12 QA/QC**

QA/QC will also be used throughout the project, including the validation of field investigations and document preparation. The QA/QC process will be coordinated with GAS.

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 5, 2008.

### Owner's Responsibilities

---

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 *In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

This is EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 5, 2008.

**Payments to Engineer for Services and Reimbursable Expenses**

---

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) – Lump Sum Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibits A and A1, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum amount of \$600,000 based on the following assumed distribution of compensation:

- |                                  |                  |
|----------------------------------|------------------|
| a. Study and Report Phase        | <u>\$600,000</u> |
| b. Preliminary Design Phase      | \$ _____         |
| c. Final Design Phase            | \$ _____         |
| d. Bidding and Negotiating Phase | \$ _____         |
| e. Construction Phase            | \$ _____         |

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

C2.02 [Not used]

C2.03 [Not used]

C2.04 [Not used]

C2.05 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A; and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment For Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
2. *Factors.* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 5, 2008.

**Insurance**

---

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A of the Agreement are as follows:

1. By Engineer:

- |   |                    |
|---|--------------------|
| a. Workers' Compensation:   | Statutory          |
| b. Employer's Liability --  |                    |
| 1) Each Accident:   | \$500,000          |
| 2) Disease, Policy Limit:   | \$500,000          |
| 3) Disease, Each Employee:  | \$500,000          |
| c. General Liability --   |                    |
| 1) Each Occurrence (Bodily Injury and Property Damage):                           | <u>\$1,000,000</u> |
| 2) General Aggregate:   | <u>\$2,000,000</u> |
| d. Excess or Umbrella Liability --  |                    |
| 1) Each Occurrence:   | <u>\$5,000,000</u> |
| 2) General Aggregate:   | <u>\$5,000,000</u> |
| e. Automobile Liability --  |                    |
| 1) Combined Single Limit<br>(Bodily Injury and Property Damage):<br>Each Accident | <u>\$1,000,000</u> |
| f. Professional Liability --  |                    |
| 1) Each Claim Made  | \$3,000,000        |
| 2) Annual Aggregate   | \$5,000,000        |



This is EXHIBIT H, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 5, 2008.

## Dispute Resolution

---

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

### H6.09 *Dispute Resolution*

- A. **Mediation.** Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon mediator. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**RESOLUTION AUTHORIZING AN  
INTERGOVERNMENTAL AGREEMENT WITH  
KANE COUNTY  
MCHENRY COUNTY  
AND THE VILLAGE OF HUNTLEY –  
START UP AGREEMENT ENGINEERING SERVICES AGREEMENT  
FOR THE I-90 / ROUTE 47 FULL INTERCHANGE  
ENGINEERING DESIGN**

**RESOLUTION (R)2008-02.07**

WHEREAS, in order to facilitate the free flow of traffic and ensure safety to the motoring public, the desire exists to improve the I-90 Tollway by constructing a complete full interchange with Illinois Route 47; and

WHEREAS, the County of McHenry, the County of Kane and the Village are prepared and committed to enter into an Intergovernmental Agreement (IGA) to fund the Professional Services Agreement with Graef, Anhalt, Schloemer & Associates, Inc. as approved in Resolution (R)2008-02.06; and

WHEREAS, the corporate authority has reviewed the Intergovernmental Agreement and has determined that it is in the best interest to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley adopts and approves the execution of the Intergovernmental Agreement with the County of Kane and the County of McHenry to provide for funding of the Start Up Agreement with Graef, Anhalt, Schloemer and Associates, Inc. for the full interchange at I-90 and Route 47.

SECTION II: The Village President and Village Clerk are authorized to execute the Intergovernmental Agreement with the County of Kane and the County of McHenry in the form attached hereto and a copy of which is incorporated herein.

SECTION III: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

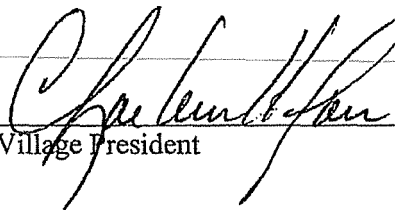
SECTION IV: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

AYES: 6  
NAYS: 0  
ABSENT: 0

PASSED this 22<sup>nd</sup> day of May 2008

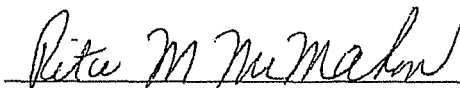
APPROVED this 22<sup>nd</sup> day of May 2008

APPROVED:

  
Village President



ATTEST:

  
Village Clerk

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF HUNTLEY, THE COUNTY OF MCHENRY AND  
THE COUNTY OF KANE FOR PROFESSIONAL ENGINEERING SERVICES  
INTERSTATE 90 AT ILLINOIS ROUTE 47 FULL INTERCHANGE**

This Agreement is entered into this 22 day of May, 2008, by and between the VILLAGE of Huntley, a municipal corporation of the State of Illinois (hereinafter "HUNTLEY"), the County of McHenry, a body corporate and politic of the State of Illinois (hereinafter "MCHENRY"), and the County of Kane, a body corporate and politic of the State of Illinois (hereinafter "KANE"). HUNTLEY, MCHENRY and KANE individually may sometimes be referred to as a "PARTY" and collectively may sometimes be referred to as the "PARTIES".

**WITNESSETH:**

**WHEREAS**, the Illinois State Toll Highway Authority (hereinafter "ISTHA"), the Illinois Department of Transportation (hereinafter "IDOT"), MCHENRY, KANE, and HUNTLEY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to improve the I-90 Jane Addams Memorial Tollway by constructing a full interchange with Illinois Route 47 (hereinafter the "PROJECT"); and

**WHEREAS**, MCHENRY, KANE and HUNTLEY desire to enter into this Agreement in order to initiate services to complete the Final Design Concept Report for the PROJECT; and

**WHEREAS**, MCHENRY and KANE by virtue of the authority as set forth in the County Code (55 ILCS 5/1-1001 *et seq.*), and HUNTLEY by virtue of the authority as set forth in the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

**WHEREAS**, this Agreement is appropriate, authorized and encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*); and

**WHEREAS**, in order for the PROJECT to proceed in a timely manner for scheduling, funding and construction purposes, this Agreement is necessary and appropriate; and

**WHEREAS**, this Agreement provides for services for the preparation of a Final Design Concept Report (hereinafter "ENGINEERING") to be performed as the foundation for future design engineering services for the PROJECT; and

**NOW, THEREFORE**, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES mutually covenant, agree and bind themselves as follows, to wit:

I. INCORPORATION

- A. The PARTIES acknowledge and agree that the preambles as set forth hereinabove are incorporated into and made a part of this Agreement.

II. ENGINEERING SERVICES AGREEMENT

- A. The PARTIES shall individually obtain the necessary legal and procedural approvals from their corporate authorities to authorize and fund their respective duties and obligations hereunder.
- B. Utilizing HUNTLEY as the lead agency for purpose of this Agreement, the PARTIES agree to retain the services of a qualified professional engineering firm, licensed to do business in the State of Illinois (hereinafter the "PROJECT ENGINEER") to provide ENGINEERING services for the PROJECT.
- C. Using the ENGINEERING Services Agreement in the identical form and substance as is attached hereto and incorporated herein as Exhibit "A" (hereinafter the "Startup Agreement"), HUNTLEY agrees to enter into the Startup Agreement with Graef, Anhalt, Schloemer & Associates Inc. as the PROJECT ENGINEER to provide the ENGINEERING services as described in the Startup Agreement for the PROJECT.
- D. It is mutually agreed by the PARTIES, that the cost of the ENGINEERING services as set forth in the Startup Agreement for the PROJECT will not exceed \$600,000.00 which cost shall to be split equally among and between the PARTIES.
- E. HUNTLEY agrees to cause the PROJECT ENGINEER to perform the ENGINEERING services as stated in the Startup Agreement subject to reimbursement by MCHENRY and KANE in the proportions as set forth hereinabove.

- F. Within 15 days of receipt of any preliminary or draft studies and reports from the PROJECT ENGINEER, HUNTLEY shall provide copies thereof to MCHENRY and KANE for input and recommendations. Within 30 days of receipt of any draft studies or reports from HUNTLEY, KANE and MCHENRY shall make recommendations and provide input to HUNTLEY which input and recommendations shall be forwarded by HUNTLEY to the PROJECT ENGINEER within thirty (30) calendar days of receipt thereof for incorporation into the Final Design Concept Report, as said report defined in the Startup Agreement. Within 15 days of receipt of the Final Design Concept Report as above described, Huntley shall provide copies thereof to MCHENRY and KANE for final review and approval. Within 30 days of receipt of the Final Design Concept Report from HUNTLEY, KANE and MCHENRY shall make final recommendations and provide final input to HUNTLEY which input and recommendations shall be forwarded by HUNTLEY to the PROJECT ENGINEER within thirty (30) calendar days of receipt thereof for incorporation into the Final Design Concept Report.

### III. ENGINEERING AGREEMENT INVOICES

- A. Upon entering into the Startup Agreement with the PROJECT ENGINEER, HUNTLEY shall pay any PROJECT invoices received from the PROJECT ENGINEER pursuant to the scope of services outlined in Startup Agreement.
- B. HUNTLEY shall forward a copy of any and all invoices received from the PROJECT ENGINEER for the PROJECT to MCHENRY and KANE. Upon receipt thereof, MCHENRY and KANE will individually reimburse HUNTLEY within forty-five (45) calendar days of receipt of an invoice from HUNTLEY an amount equal to 33.33% of the total amount of the invoice received from the PROJECT ENGINEER. The total amount invoiced to and/or paid by each PARTY shall not exceed \$200,000.00.
- C. The PARTIES acknowledge and agree that any funds paid by HUNTLEY, MCHENRY and KANE will be deducted from the proportionate financial obligations specified in the pending intergovernmental agreement with ISTHA and IDOT for the full interchange at Illinois State Route 47 and the Interstate 90 Jane Addams Memorial Tollway.

#### IV. GENERAL PROVISIONS

- A. The PARTIES are committed to fulfilling the financial and contractual duties obligations as set forth herein until all work elements funded hereunder and as described in the Startup Agreement are completed.
- B. Other than the respective duties and obligations as contained in this Agreement, nothing contained herein is intended to create or establish, nor shall be construed as creating or establishing, any legal relationship or entity between the PARTIES.
- C. The provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- D. All of the Parties' duties, obligations and requirements related to the Startup Agreement are established solely by this Agreement and the policies, regulations and standards of the governing PARTIES. Any and all other oral agreements, negotiations, and prior written agreements in relation Startup Agreement are superseded by this Agreement.
- E. Any alterations, amendments, deletions, or waivers of any provisions of this Agreement shall be valid only when expressed in writing and executed by all of the PARTIES.
- F. Any notices required or permitted under this Agreement shall be sufficiently given if mailed by certified mail, return receipt requested, to the PARTIES as follows:

Village of Huntley: Village Clerk  
Village of Huntley  
10987 Main Street  
Huntley, Illinois 60142

Kane County: Attn: County Engineer  
Kane County Div. of Transportation  
41 W 011 Burlington Road  
St. Charles, Illinois 60175

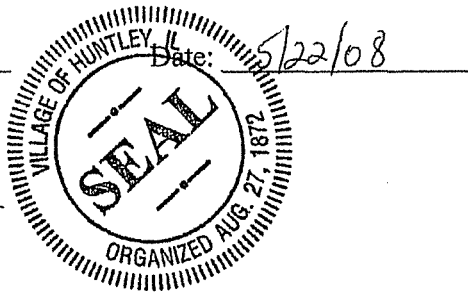
McHenry County: Attn: County Engineer  
McHenry County Div. of Transportation  
16111 Nelson Road  
Woodstock, Illinois 60098

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

THE VILLAGE OF HUNTLEY

By: *Charles A. [Signature]*  
President

Attest: *Lita M. Mahan*  
Village Clerk



MCHENRY COUNTY

By: *Keith A. Kuck* Date: 11-14-08  
Chairman, McHenry County Board

Attest: *Katherine Schull*  
McHenry County Clerk

KANE COUNTY

By: *Kara McDonough* Date: 10-21-08  
Chairman, Kane County Board

Attest: *John Cunningham*  
Kane County Clerk





**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
HUNTLEY, THE COUNTY OF MCHENRY AND THE COUNTY OF KANE  
FOR PHASE II DESIGN ENGINEERING SERVICES:  
I-90 AT ROUTE 47 FULL INTERCHANGE**

This Agreement is entered into this 7<sup>th</sup> day of October, 2009, by and between the Village of Huntley, hereinafter called the "Village", the County of McHenry, hereinafter called "McHenry", and the County of Kane, hereinafter called "Kane". The Village, McHenry and Kane are collectively sometimes referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Illinois State Toll Highway Authority (ISTHA); the Illinois Department of Transportation (IDOT); and the Parties, in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to improve the I-90 (Jane Addams Memorial Tollway), hereinafter sometimes referred to also as "Tollway", by constructing a complete full interchange with Illinois Route 47, hereinafter referred to as the "Project"; and

**WHEREAS**, McHenry, Kane and the Village have previously shown their commitment to the Project by entering into an agreement for Phase I Design Engineering Services on May 22, 2008 which agreement stipulated that the Six Hundred Thousand Dollar (\$600,000.00) cost of Phase I Engineering for the Project would be split equally amongst the Parties; and

**WHEREAS**, in order to keep the Project moving forward in a timely manner for scheduling, funding and construction purposes, a Phase II Design Engineering Services agreement is now necessary and required among the Parties; and

**WHEREAS**, Phase II Design Engineering Services provide for completing the Preliminary, Pre-final and Final Construction Plan Development Phases for the Project; and

**WHEREAS**, an intergovernmental agreement is appropriate and is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act 5, ILCS 220/1 *et. seq.*; and

**WHEREAS**, McHenry and Kane by virtue of the authority as set forth in the County Code (55 ILCS 5/1-1001 *et. seq.*), and Huntley by virtue of the authority as set forth in the Illinois Municipal Code (65 ILCS 5/1-1-1 *et. seq.*) are authorized to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the aforementioned recitals and the mutual covenants contained herein, the Parties covenant and agree as follows:

I. Incorporation

- A. The Parties acknowledge and agree that the preambles as set forth hereinabove are incorporated into and made a part of this Agreement.

II. Scope of Engineering Services

The Parties agree to have Phase II Design Engineering Services performed for the Project subject to the following:

- A. The professional engineering tasks to be performed in the Phase II Design Engineering Services will be provided by the firm of Gräef, 8501 W. Higgins Road, Suite 280, Chicago, IL 60631 hereinafter referred to as the Project Engineer.
- B. McHenry and Kane will each obtain the necessary legal and procedural authorizations from their corporate authorities to participate in this agreement for contractual and funding purposes.
- C. The Village agrees to have the Phase II Engineering Design Services Agreement with the Project Engineer which is attached hereto as Exhibit "A", reviewed and approved by ISTHA and IDOT prior to entering into the agreement with the Project Engineer. Upon approval thereof by ISTHA and IDOT, the Village will then enter into the professional engineering services agreement with the Project Engineer to provide for the Project the scope of services identified in Paragraph A of Exhibit A.
- D. The cost of the Phase II Design Engineering Services will not exceed Two Million Dollars (\$2,000,000.00), unless the Parties agree additional services beyond the original scope of work (Exhibit A) are necessary to complete Phase II Design Engineering.
- ~~E. The Village, McHenry, and Kane shall each be responsible for one third of the cost of the Phase II Design Engineering Services. The Village agrees to have the Project Engineer perform the Phase II Design Engineering and associate services as stated in Paragraph A subject to reimbursement by McHenry and Kane as afore and hereinafter stated.~~
- F. The Village shall provide copies of all Phase II Design and Engineering studies and reports to McHenry and Kane for input and recommendations. All recommendations will not be unreasonably withheld and must be submitted to the Village within fourteen (14) calendar days of receiving them. After receipt of input and recommendations from Kane and McHenry, the Village shall submit the input and recommendations and all Phase II Design Engineering reports and studies to ISTHA and IDOT for approval.
- G. All Parties will send a letter to the Village indicating their comments, input and recommendations regarding the Phase II Design Engineering studies and reports.

III. Phase II Design Engineering Agreement Invoices

The Parties agree that all invoices for Phase II Design Engineering Services shall be paid as follows:

- A. The Village will pay the invoices received from the Project Engineer pursuant to the scope of services and compensation schedule outlined in Exhibit A.
- B. On a monthly basis, the Village will invoice McHenry and Kane in equal one-third shares of every invoice for Phase II Design Engineering Services received from the Project Engineer. Monthly project updates will be included and show progress of the Phase II Design Engineering for the Project and all fees expended to date. Payment shall be due from McHenry and Kane to the Village fourteen (14) calendar days from the invoice date.
- C. It is understood by the Parties that any funds paid by the Village, McHenry and Kane will be deducted from their respective proportionate shares specified in the final Intergovernmental Agreement with all Parties for the entire cost of all engineering and construction of the Project.

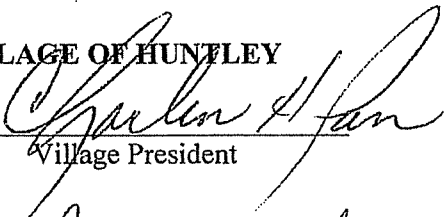
IV. Renewals

- A. The Parties are committed to fulfilling the financial and contractual agreements and commitments for Phase II Design Engineering Services until all work elements described in Section II are completed. However, unless otherwise agreed to by the parties as provided in Section II (D), the Parties' maximum cost for Phase II Design Engineering Services as set forth herein shall be not to exceed \$2,000,000.00.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates indicated.

VILLAGE OF HUNTLEY

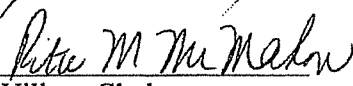
By:

  
Village President

Date:

10/7/09

Attest:

  
Village Clerk

**MCHENRY COUNTY**

By: [Signature]  
Chairman, McHenry County Board

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

Attest: [Signature]  
McHenry County Clerk

**KANE COUNTY**

By: [Signature]  
Chairman, Kane County Board

Date: 11-16-09

Attest: [Signature]  
Kane County Clerk



10/7/2009

DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

## **Exhibit A**

### **Scope of Work**

**Interchange Route 47, Jane Addams Memorial Tollway**

DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

I. PROJECT DESCRIPTION

Design Section Engineer (DSE) Services are for Phase II Engineering for a full access interchange at the intersection of Illinois Route 47 (IL 47) and the Jane Addams Memorial Tollway (I-90) at milepost (M.P.) 32.5. The basis for the design development will be the Design Concept Report (Phase I Engineering Study).

The scope of these DSE Services has 3 milestones related to the development of construction contract documents. A document submittal will be made at each milestone, namely the Preliminary (60% complete), Pre-Final (90% complete), and Final submittals (100% complete). Additionally, the Post Design Stage, which concludes at the Preconstruction meeting, is also included in these services.

This project is for the construction of a Full Access Partial Cloverleaf Interchange Configuration at IL 47 and I-90. The limits of improvement along I-90 extend from approximately 4,600 feet northwest of IL 47 to 6,300 feet southeast of IL 47. The limits along IL 47 extend approximately 2,200 feet south of I-90 to 3,600 feet north of I-90. The segment of roadway north of I-90 includes the improvement of the Jim Dhamer Drive/Freeman Road intersection with IL 47. Improvement limits along Jim Dhamer Drive extend 600 feet west of IL 47 and 700 feet east of IL 47 along Freeman Road.

The major infrastructure improvement components associated with Phase II Engineering include:

- Widening IL 47 from a 2-lane section to a 6-lane divided highway section
- The replacement of the IL 47 structure over I-90
- 6 new interchange ramps.
- 4 unmanned ramp toll plazas; each plaza is anticipated to be three (3) lanes wide, with the middle lane accommodating cash payments and the outside lanes for electronic tolling only. A pre-fabricated control building will be installed to accommodate communication equipment for the toll plazas.
- Improvements along I-90 will consist of making accommodations for ramp terminals adjacent to the mainline pavement lanes.
- The design of 6 ramp terminals along IL 47, with 2 ramp terminals forming "T" intersections and requiring traffic signal installations.
- The expansion of the IL 47 intersection with Jim Dhamer Drive/Freeman Road
- Provide plans for new traffic signals and plans for temporary traffic signals at 3 intersections
- The removal and replacement of the overpass structure carrying IL 47 over I-90
- The extension of a double 12' by 10' box culvert under the south leg of the IL 47 intersection with Jim Dhamer Drive/Freeman Road

DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

- The extension of a 3 sided culvert under Jim Dhamer Drive to accommodate the intersection widening
- The design of a retaining wall of an approximate length of 420 feet and an average height of about 10 feet. This retaining wall will be located in the northeast quadrant of the interchange and adjacent to IL 47.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT

The design procedures and the format for the construction bid documents will follow the guidelines of the Illinois State Toll Highway Authority's (Illinois Tollway) Design Section Engineer's Manual, dated June, 2006 supplemented by Illinois Tollway Bridge Design Criteria, Ramp Toll Plaza Criteria (found in various Design Bulletins) or as amended by the Illinois Tollway and by the Illinois Department of Transportation's (IDOT) Division of Highways Bureau of Design & Environment (BDE) Manual - 2002 Edition as applicable to Phase II Engineering..

The Design Section Engineer's (DSE) services under this Contract shall include the aforementioned three submittals, together with preparation of any necessary utility documents in accordance with the requirements of the Illinois Tollway's DSE Manual. The design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois Tollway shall apply to all portions of the improvement under Tollway jurisdiction. Similarly, the design criteria and policies, Standard Specifications, materials and construction requirements of the Illinois Department of Transportation shall apply to all portions of the improvement under IDOT's jurisdiction. Improvements outside of IDOT's or the Tollway's jurisdiction in most cases are under the jurisdiction of the Village of Huntley or Kane County's Division of Transportation.

Submittal requirements, contents and formats are addressed in Section 4 of the DSE manual and Chapter 63 of the BDE manual.

More specifically, the Phase II Engineering scope includes tasks as listed below:

- A. SURVEY - TOPOGRAPHIC PLATS AND LEGAL DESCRIPTIONS
  1. Perform additional topographic survey as necessitated by the project limits defined in the Design Concept Report.
  2. Prepare documents for right-of-way plats and legal descriptions for property acquisitions for the proposed interchange improvements. Documents will include access control requirements as applicable.
- B. HIGHWAY COMPONENTS, Non-structural elements (IDOT Jurisdiction)
  1. Highway plans and cross-sections for approximately 5,700 lineal feet of IL 47 as defined in the Design Concept Report.
  2. Intersection plans for the following:
    - a. IL 47 at the proposed eastbound exit ramp (Ramp D)
    - b. IL 47 at the proposed westbound entrance ramp (Ramp F)
    - c. IL 47 intersection with Jim Dhamer Drive/Freeman Road

DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

3. Traffic signal plans for the following:
    - a. IL 47 at the proposed eastbound exit ramp (Ramp D)
    - b. IL 47 at the proposed westbound entrance ramp (Ramp F)
    - c. IL 47 intersection with Jim Dhamer Drive/Freeman Road
  4. Temporary Traffic signal plans for
    - a. IL 47 intersection with Jim Dhamer Drive/Freeman Road
    - b. IL 47 at the existing eastbound entrance ramp
    - c. IL 47 at the existing westbound exit ramp
  5. Provide the following plans for the improvements associated with IL 47 as defined in the Design Concept Report.
    - a. Erosion and sediment control plans for construction zones
    - b. Drainage and utilities plans
    - c. Pavement marking plans and signing plans
    - d. Roadway Lighting Plans
    - e. Landscaping plans
  6. Develop roadway cross-sections for approximately 11,000 lineal feet of IL 47
- C. HIGHWAY COMPONENTS, Non-structural elements (Tollway Jurisdiction)
1. Develop highway plans and cross-sections for the following proposed ramps and the terminal ramp segments adjacent to the mainline, as defined in the Design Concept Report.
    - a. Westbound exit ramp to northbound IL 47 (Ramp A)
    - b. Eastbound entrance ramp from northbound IL 47 (Ramp B)
    - c. Eastbound entrance ramp from southbound IL 47 (Ramp C)
    - d. Eastbound exit ramp (Ramp D)
    - e. Westbound exit ramp to southbound IL 47 (Ramp E)
    - f. Westbound entrance ramp (Ramp F)
  2. Prepare removal plans for existing Ramps A & B.
  3. Provide the following plans for the improvements associated with the Interchange expansion as defined in the Design Concept Report.
    - a. Erosion and sediment control plans for construction zones
    - b. Drainage and utilities plans
    - c. Pavement marking plans and signing plans
    - d. Roadway Lighting Plans
    - e. Landscaping plans
  4. Provide barrier warrant analysis for all areas of concern and provide guardrail and crash attenuators at warranted locations that conform to current AASHTO Guidelines and Illinois Tollway criteria.



DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

D. ROADWAY COMPONENTS (Local Jurisdictions)

1. Village of Huntley Jurisdiction: Develop roadway plans and cross-sections for the proposed improvements along Jim Dhamer Drive and Freeman Road. These improvements are associated with the intersection reconstruction at IL 47. All roadway design components will be in accordance with the BDE requirements.
2. Kane County Division of Transportation Jurisdiction: Manning Road modifications will be prepared in accordance with KDOT's design criteria submittal requirements and content.

E. PERFORM DETAILED DESIGN AND DEVELOP PLANS FOR THE FOLLOWING STRUCTURAL COMPONENTS

1. All submittals associated with the replacement of the overpass structure carrying I-47 over I-90 will be made to the Illinois Tollway and to IDOT's Bureau of Bridges and Structures in the Central Office.
2. IDOT Jurisdiction: The extension of a double 12' by 10' box culvert under the south leg of the IL 47 intersection with Jim Dhamer Drive/Freeman Road.
3. Local Jurisdiction: The extension of a 3 sided culvert under Jim Dhamer Drive to accommodate the intersection widening.
4. Tollway Jurisdiction: The design of a retaining wall with an approximate length of 420 feet and an average height of about 10 feet. This retaining wall will be located in the northeast infield of the interchange and is adjacent to IL 47.

F. CONSTRUCTION STAGING, MAINTENANCE OF TRAFFIC AND CONSTRUCTION SCHEDULE;

For construction activities on I-90 and IL 47, as defined in the Design Concept Report:

1. General Maintenance of Traffic criteria.
  - a. Two lanes of traffic in each direction shall be maintained during peak hours on I-90.
  - b. Existing ramp traffic movements shall be maintained during construction.
  - c. Traffic Control Plans along IL 47 and I-90 shall be in accordance with IDOT and the Illinois Tollway criteria respectively.
2. All calculations completed for the preparation of the construction schedule shall be included with the Preliminary submittal.

DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

- G. TOLL PLAZA DESIGN ELEMENTS: Provide Toll Plaza plans for the unmanned toll plazas at Ramps A/E, Ramps B/C, Ramp D, and Ramp F. The toll plazas shall consist of the Authority's typical plaza design using current standards.
1. Develop Plaza Site Civil Plans for each of the 4 plaza locations.
    - d. Site grading
    - e. Pavement Grading
    - f. Utilities identification
    - g. Plaza drainage
    - h. Plaza Parking Lot, if required.
  2. Develop Plaza Structural Plans for each of the 4 plaza locations
    - i. Structural Site Plan
    - j. Control building foundation details
    - k. Overhead toll collection structure plan and elevation
    - l. Toll plaza barrier foundation plans
    - m. Overhead toll collection structure monotube framing plan and details
    - n. Structural plaza island details
  3. Develop Plaza Electrical plans for each of the 4 plaza locations. The plans will address all necessary communications equipment for the new toll plazas as directed by the Illinois Tollway. This shall include providing video, data, and voice transport equipment as necessary. Generally, the development of the plans will consist of the following:
    - o. Single line diagram plan
    - p. UPS single line and wiring diagram plan
    - q. Control Building power plan
    - r. Electrical site plan
    - s. Grounding site schematic and details
    - t. Electrical underground plans for control building ramp and remote ramps
    - u. Plaza building lighting plans and details
    - v. Panel Board Schedules
    - w. Lane wiring diagrams
    - x. Plaza lane loop layout plan
    - y. Remote ramp equipment enclosures and power cabinets
    - z. Control building electrical details
  4. Provide a 48 strand single mode fiber optic connection from any new control building into the Authority's existing Single Mode Optic Network as directed by the Authority.

10/7/2009

DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

H. Subsurface Investigations and Geotechnical Reports will be completed in accordance with the IDOT Geotechnical Documents, Manuals and Procedures and with the Illinois Tollway's Geotechnical Engineers Manual.

1. The Soil boring and Pavement Core program will address the following

aa. Structural Borings

1. The replacement of the overpass structure carrying I-47 over I-90 (6 borings)
2. Proposed 420 lineal feet retaining wall, boring spacing 150 feet (3 borings)
3. Four Toll collection facilities (5 borings)
4. The extension of a double 12' by 10' box culvert (2 Borings)
5. The extension of a 3 sided culvert under Jim Dhamer Drive (2 Borings)
6. Two overhead Sign Structures, 4 borings

bb. Borings for Subgrade, Embankment, Detention & Borrow

1. Six new interchange ramps, 300 foot spacing (40 borings)
2. IL 47 Reconstruction and widening; 300 foot spacing (18 borings)
3. Jim Dhamer Drive/Freeman Road Widening (4 borings)
4. Three detention basins (6 borings)

cc. Hand Auger, Pavement cores and Top Soil Testing

1. Hand auger in ditches and Tollway embankments (18 auger borings)
2. Pavement Cores; IL 47 (4 cores)
3. Pavement Cores; Jim Dhamer Drive/Freeman Road Widening (4 cores)
4. Topsoil Testing (250 Samples)

dd. Reports of Data obtained will consist of the following:

1. A geotechnical Engineering Report summarizing the field and laboratory test data
2. A separate Structural Geotechnical Report (SGR) for each structure
3. A roadway soils investigation report

DESIGN SECTION ENGINEER (DSE) SERVICES  
 SCOPE OF PHASE II ENGINEERING  
 ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
 INTERCHANGE EXPANSION PROJECT

I. THE FOLLOWING LIST OF UTILITIES HAVE BEEN IDENTIFIED AND DETAILED IN THE DESIGN CONCEPT REPORT.

These utilities may require coordination for protection or relocation during the Phase II design process. During Phase II the DSE will be provide a copy of the agency utility contact log on a monthly basis.

1. Utilities in the I-90 Corridor

- a. Adesta: An underground single mode fiber optic cable parallels I-90 along the south right-of-way line throughout the project limits.
- b. ComEd: A 138 KV high mast aerial electric parallels I-90 approximately 20 feet north of the south right-of-way line throughout the project limits.
- c. ComEd: Overhead electric cables cross over the westbound I-90 exit ramp, over I-90 and over the entrance ramp to eastbound I-90.
- d. AT&T-D: An underground fiber optic cable crosses under the westbound I-90 exit ramp, under I-90 and under the entrance ramp to eastbound I-90.
- e. AT&T-T: Two (2) 4" Steel Pipes carry fiber optic cable or telephone cables under I-90 at approximately Sta. 2442+30.
- f. Nicor: A 12" gas main crosses under the westbound I-90 exit ramp, under I-90 and under the entrance ramp.
- g. Village of Huntley. A sanitary force main crosses under the westbound I-90 exit ramp, under I-90 and under the entrance ramp.
- h. Village of Huntley. A water main crosses under the westbound I-90 exit ramp, under I-90 and under the entrance ramp to eastbound I-90.

2. Utilities in the IL 47 Corridor

- a. ComEd: Electric aerial/underground cables parallel IL 47 along the east right-of-way throughout the project limits.
- b. ComEd. Aerial electric cables cross IL RTE 47 from east to west at Sta. 31+60 then proceed west to the right-of-way of I-90.
- c. ComEd. Aerial electric cables cross IL RTE 47 from east to west at the entrance ramp to eastbound I-90 then proceed north within the western IL RTE 47 right-of-way to Van Acker Road. The aerial electric cables then run along the south right-of-way from IL RTE 47 to the Van Acker Farm.

DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

- d. AT&T-D. An underground fiber optic cable parallels IL RTE 47 along the east right-of-way from the north project limits to the entrance ramp to eastbound I-90.
  - e. AT&T-D. An underground telephone cable runs parallel to IL RTE 47 within the western right-of-way south of the entrance ramp to eastbound I-90.
  - f. Nicor. A 12" gas main parallels IL RTE 47 along the east right-of-way from the north project limits to the entrance ramp to eastbound I-90.
  - g. Nicor. A 6" underground gas main parallels IL RTE 47 north of Freeman Road. At Freeman Road, the main heads west under IL RTE 47 then continues west along Jim Dhamer Drive.
  - h. Village of Huntley: A 12" water main parallels IL RTE 47 along the east right-of-way from the north project limits to the exit ramp from westbound I-90.
  - i. Village of Huntley: A sanitary force main parallels IL RTE 47 along the west right-of-way from the north project limits to approximately Sta. 26+50. At this point the force main turns east and crosses under IL RTE 47, then turns south to the exit ramp from I-90.
3. Utilities in Jim Dhamer Drive/Freeman Road Corridor
- a. Nicor: A 6" gas main parallels Jim Dhamer Drive in the south right-of-way.
  - b. AT&T-D. An underground telephone cable runs parallel to Jim Dhamer Drive in the south right-of-way
  - c. ComEd. Underground electrical cables run within the north and south right-of-way for both Jim Dhamer Drive and Freeman Road.
  - d. Village of Huntley. The Village has a sanitary pump station located in the northwest corner of the intersection of Jim Dhamer Drive and IL RTE 47. A sanitary sewer runs parallel to Freeman Road in the south right-of-way, and another sanitary sewer runs parallel to Jim Dhamer Drive in the north right-of-way. Both of these sanitary sewers feed into the pump station
  - e. Village of Huntley. A 16" water main runs parallel to Jim Dhamer Drive in the south right-of-way.
4. Utility entrance locations will be coordinated with ComEd at all new electrical service locations.

DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

J. THE FOLLOWING PERMITTING HAS BEEN IDENTIFIED AND WILL BE OBTAINED IN ADVANCE OF CONSTRUCTION AS PART OF THE PHASE II ENGINEERING SERVICES PERMITS

1. USACE – A wetland permit for construction impacting jurisdictional wetlands will be required and an application will be submitted for approval to the Army Corps of Engineers.
2. Kane County Stormwater Management Permit – A stormwater management permit will be required and submitted for approval.
3. Illinois Environmental Protection Agency (IEPA) – A Notice of Intent for Construction needs to be filed with IEPA. The Tollway usually submits this as a Joint Permit application to the USACE Permit Section Chicago District. After the project is completed, the Construction Section Engineer submits the Notice of Termination. NPDES compliance will be demonstrated and documents prepared for IEPA submittal and approval.
4. IEPA – Permits for relocation of water and sanitary mains will be required and appropriate documentation will be provided to secure permits..
5. IDNR-OWR permit application and required hydraulic analysis will be completed and submitted. Permit may be required for work within Eakin Creek.
6. Building Permit – A building permit may be required from the Village of Huntley for construction of the Control Building.
7. IDOT – A highway permit will be required from IDOT for construction on IL RTE 47, including modification to traffic signals.

K. ~~AGREEMENTS FOR THE FOLLOWING ISSUES WILL BE COORDINATED DURING THE PHASE II ENGINEERING PROCESS~~

1. Emergency Vehicle Preemption Systems. Intergovernmental Agreement may be needed between IDOT and the Village of Huntley.
2. Combined detention and stormwater facilities with the Tollway and IDOT.

L. ADDITIONAL PROJECT COORDINATION HAS BEEN IDENTIFIED FOR THE PHASE II ENGINEERING PROCESS

1. Vacation of public right-of-way for Van Acker Road.
2. Location of new access point for future Pancor development.
3. Right-of-way acquisition and temporary easements for construction.
4. Relocation of utilities within public right-of-way or private easements.
5. Acquisition of new private easements.

M. PUBLIC INVOLVEMENT

1. Public Involvement will generally be coordinated with the Illinois Tollway and the Village of Huntley. It is anticipated that the DSE will

DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

need to prepare exhibits, provide technical experts, etc. for attendance at meetings scheduled by the Tollway and/or the Village of Huntley.

2. Coordinate with the Authority's Project Engineer on sending individual letters to municipal, township, and county officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Authority consideration and comment on community issues of concern or support.
3. Coordinate with the Tollway's Project Engineer and the Authority's Community Affairs Liaison in meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.

### III. REQUIRED SUBMITTALS TO THE ILLINOIS TOLLWAY AND IDOT

Submittal requirements shall be in accordance with the DSE's Manual dated June, 2006 and Chapter 63 of the BDE manual.

- A. PREPARE PLATS OF SURVEY AND LEGAL DESCRIPTIONS FOR THE TOLLWAY'S PURCHASE OF RIGHT-OF-WAY.
- B. PREPARATION OF PRELIMINARY, PRE-FINAL AND FINAL CONTRACT DOCUMENTS, SPECIAL PROVISIONS, DESIGN AND QUANTITY CALCULATIONS, ENGINEER'S ESTIMATE AND CONSTRUCTION SCHEDULE TO BE REVIEWED AND APPROVED BY THE ILLINOIS TOLLWAY AND IDOT
- C. OTHER SERVICES AND SUBMITTALS REQUIRED:
  1. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's as often as required to insure that the final contract documents of all contracts relating to the limits are coordinated.
  2. Pre-Final Plans shall represent the completed product submitted by the DSE
  3. Final construction cost estimates will be developed by the DSE and reviewed by the Tollway, based upon pay items and quantities determined by the DSE.
  4. All design plans shall be prepared in MicroStation format. All final plans shall be submitted in PDF format and three (3) copies in CADD file format on three (3) separate CD's. An electronic version of the Contract Requirements booklet(s) shall also be included on each CD.

### IV. DSE QUALITY PLAN

Project quality will be achieved in accordance with Section 7 of the Tollway's DSE Manual.

10/7/2009

DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

**V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER**

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

1. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at [www.illinoisvirtualltollway.com](http://www.illinoisvirtualltollway.com).
2. The Tollway's biennial structural inspection report of the bridges listed in Table A.
3. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.
4. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at [www.illinoistollway.com](http://www.illinoistollway.com).



10/7/2009

DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

**PROJECT SCHEDULE**  
**Contract No. RR-0X-XXXX**  
**Illinois Route 47 Interchange, Jane Addams Memorial Tollway**

---

SCHEDULE

---

1.	Scoping Meeting	TBD
2.	Design Scope Submittal	TBD
3.	Design Scope Approval	TBD
4.	Notice to Proceed	TBD
5.	Project Kick-Off Meeting	TBD
6.	Concept Submittal	TBD
7.	Preliminary Submittal	TBD
8.	Pre-final Submittal	TBD
9.	Final Submittal	TBD
10.	Advertise	TBD
11.	Bid Opening	TBD
12.	Board Award	TBD
13.	Construction Start Date	TBD

---

10/7/2009

DESIGN SECTION ENGINEER (DSE) SERVICES  
SCOPE OF PHASE II ENGINEERING  
ILLINOIS ROUTE 47 @ THE JANE ADDAMS MEMORIAL TOLLWAY (I-90)  
INTERCHANGE EXPANSION PROJECT

**TABLE A:  
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. RR-0X-XXXX  
Illinois Route 47 Interchange, Jane Addams Memorial Tollway**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
621		32.0	IL Route 47)	U	PPCB	B (IDOT)

- \*\* A Type – Illinois Tollway has complete maintenance responsibility.
- \*\* B Type – Illinois Tollway has partial maintenance responsibility.
- \*\* C Type – Illinois Tollway has complete or partial maintenance responsibility.