

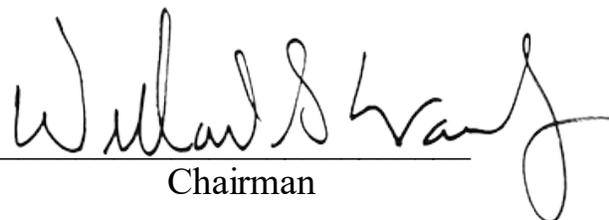
RESOLUTION NO. 22159

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring VMware Software Licenses, Maintenance and Support through the Illinois Department of Innovation & Technology (“DoIT”) master contract with Zones, LLC, Tollway Contract No. 21-0010, for an upper limit of compensation not to exceed \$488,364.40. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the DoIT master contract for the purchase of VMware Software Licenses, Maintenance and Support from Zones, LLC is approved in an amount not to exceed \$488,364.40 during the current fiscal year. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22160

Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Fire Alarm and Sprinkler System Inspections, Repairs and Replacement Parts (Contract No. 15-0138RR) from Premier Specialties, LLC. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to renew the contract and increase the upper limit of compensation of said contract by an amount not to exceed \$45,000.00 for the purchase of additional Fire Alarm and Sprinkler System Inspections, Repairs and Replacement Parts.

Resolution

The renewal and associated increase to the upper limit of compensation of Contract No. 15-0138RR for the purchase of additional Fire Alarm and Sprinkler System Inspections, Repairs and Replacement Parts from Premier Specialties, LLC is approved in an amount not to exceed \$45,000.00 (increase from \$311,746.00 to \$356,746.00) during the current fiscal year. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: William S. Kravitz
Chairman

NOTE REGARDING SCRIVENER'S ERROR IN RESOLUTION NO. 22161

Due to a scrivener's error, Resolution No. 22161 incorrectly refers to Contract No. 15-0081 as Contract No. 15-0018. Therefore, the Background Section of Resolution No. 22161, dated January 28, 2021, should have provided, and should be deemed to provide as follows:

Background

"The Illinois State Toll Highway Authority ("Tollway") has previously purchased Job Order Contracting for General Construction Services (Contract No. 15-0081) from Old Veteran Construction, Inc., Anchor Mechanical, Inc., AGAE Contractors, Inc., McDonagh Demolition, Inc., Robe, Inc. and F.H. Paschen, S.N. Nielsen & Associates LLC. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to renew the contract and increase the upper limit of compensation of said contract by an aggregate amount not to exceed \$20,000,000.00 for the purchase of additional Job Order Contracting for General Construction Services."

This language accurately reflects the Board's authorization following discussion of the item.



Board Secretary

RESOLUTION NO. 22161

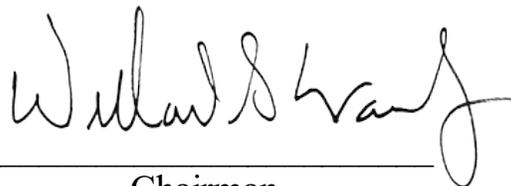
Background

The Illinois State Toll Highway Authority (“Tollway”) has previously purchased Job Order Contracting for General Construction Services (Contract No. 15-0018) from Old Veteran Construction, Inc., Anchor Mechanical, Inc., AGAE Contractors, Inc., McDonagh Demolition, Inc., Robe, Inc. and F.H. Paschen, S.N. Nielsen & Associates LLC. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to renew the contract and increase the upper limit of compensation of said contract by an aggregate amount not to exceed \$20,000,000.00 for the purchase of additional Job Order Contracting for General Construction Services.

Resolution

The renewal and associated increase to the upper limit of compensation of Contract No. 15-0081 for the purchase of additional Job Order Contracting for General Construction Services from Old Veteran Construction, Inc., Anchor Mechanical, Inc., AGAE Contractors, Inc., McDonagh Demolition, Inc., Robe, Inc. and F.H. Paschen, S.N. Nielsen & Associates LLC is approved in an aggregate amount not to exceed \$20,000,000.00 (increase from \$75,500,000.00 to \$95,500,000.00). The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22162

Background

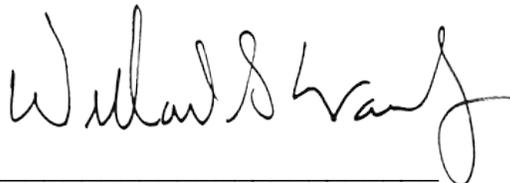
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4547 for Roadway Lighting Upgrades and LED Retrofit on the Jane Addams Memorial Tollway (I-90) from Mile Post 12.0 (East Riverside Boulevard) to Mile Post 17.85 (I-90/I-39 Interchange). The lowest responsive and responsible bidder on Contract No. RR-20-4547 is Utility Dynamics Corporation in the amount of \$1,692,209.00.

Resolution

Contract No. RR-20-4547 is awarded to Utility Dynamics Corporation in the amount of \$1,692,209.00, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

RESOLUTION NO. 22163

Background

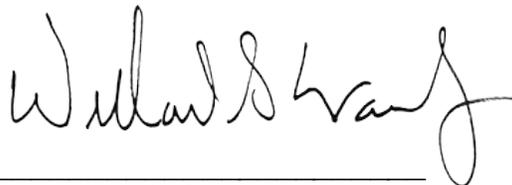
The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-19-9018R for Pavement and Structural Preservation on the Reagan Memorial Tollway (I-88) from Mile Post 51.60 (Three Mile Creek) to Mile Post 56.72 (Red Brick Road). The lowest responsive and responsible bidder on Contract No. RR-19-9018R is William Charles Construction Company, LLC in the amount of \$1,497,550.44.

Resolution

Contract RR-19-9018R is awarded to William Charles Construction Company, LLC in the amount of \$1,497,550.44, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____

Chairman

RESOLUTION NO. 22164

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-9228 for Sign Panel Fabrication and Installation Upon Request, Systemwide. The lowest responsive and responsible bidder on Contract No. RR-20-9228 is Aldridge Electric, Inc. in the amount of \$2,589,883.20.

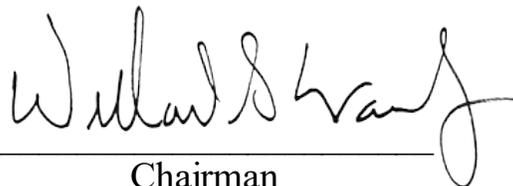
Resolution

Contract No. RR-20-9228 is awarded Aldridge Electric, Inc. in the amount of \$2,589,883.20, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22165

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-20-4538R for Structural Repairs and Noise Abatement Wall Construction of the Tri-State Tollway (I-94) from Mile Post 11.6 (Belvidere Road) to Mile Post 25.28 (Lake Cook Road). The lowest responsive and responsible bidder on Contract No. RR-20-4538R is Herlihy Mid-Continent Company in the amount of \$2,469,596.94.

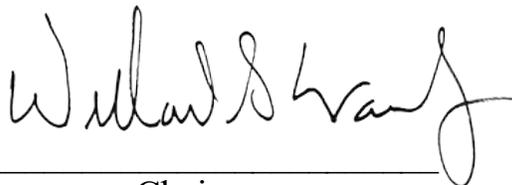
Resolution

Contract No. RR-20-4538R is awarded to Herlihy Mid-Continent Company in the amount of \$2,469,596.94, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chairman and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chairman and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22166

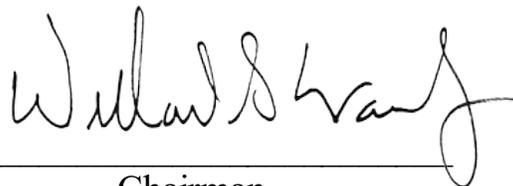
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21974 approved on March 26, 2020, entered into Contract No. I-19-4481 with Lorig Construction Company for Roadway and Bridge Reconstruction on the Tri-State Tollway (I-294) from Mile Post 19.4 to Mile Post 20.7 (Archer Ave. IL-171 Interchange). It is in the best interest of the Tollway to increase the upper limit of Contract No. I-19-4481, by an amount not to exceed \$1,587,000.00, to provide for schedule recovery in the form of additional mobilizations, premium time for extended shifts and weekend work, and material acceleration required to complete construction of the proposed eastbound and westbound Archer Avenue Bridges over the Tri-State Tollway (I-294). In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders (individually, “Change Order” or “Extra Work Order”), which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of an Extra Work Order increasing the upper limit of Contract No. I-19-4481 in an amount not to exceed \$1,587,000.00.

Resolution

An Extra Work Order in the amount of \$1,587,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4481 (increasing the upper limit from \$41,855,310.16 to \$43,442,310.16) is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chairman

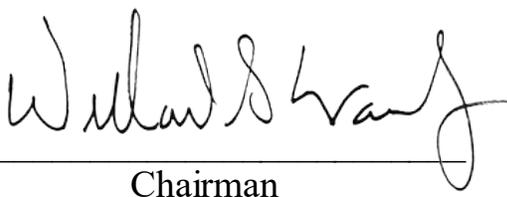
RESOLUTION NO. 22167

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21826 approved on June 20, 2019, entered into Contract No. RR-18-4445 with W.E. O'Neil Construction Company for M-8 Maintenance Facility and Site Improvements on the Reagan Memorial Tollway (I-88) at Mile Post 117.8 (Mettel Road). It is in the best interest of the Tollway to increase the upper limit of Contract No. RR-18-4445, by an amount not to exceed \$2,005,812.00, to provide for schedule recovery in the form of premium time for extended shifts and weekend work necessary to complete the maintenance facility by September 5, 2021. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders (individually, “Change Order” or “Extra Work Order”), which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of an Extra Work Order increasing the upper limit of Contract No. RR-18-4445 in an amount not to exceed \$2,005,812.00.

Resolution

An Extra Work Order in the amount of \$2,005,812.00 and a commensurate increase in the upper limit of compensation on Contract No. RR-18-4445 (increasing the upper limit from \$32,751,879.00 to \$34,757,691.00) is approved. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22168

Background

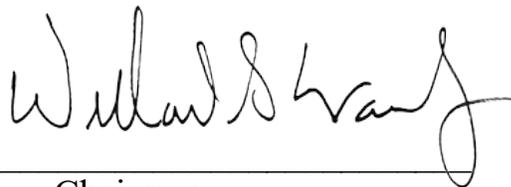
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 20305 approved March 27, 2014, entered into an Agreement with Stanley Consultants, Inc., on Contract No. I-13-4622, for Design Services for Western Terminal Interchange on the Illinois Route 390 Tollway at Elgin O’Hare Western Access (I-490).

Per Tollway request, Stanley Consultants, Inc. submitted a proposal to provide Supplemental Design Services for Contract No. I-13-4622 in an amount not to exceed \$3,900,000.00, increasing the contract upper limit from \$35,610,825.00 to \$39,510,825.00. It is necessary and in the best interest of the Tollway to accept Stanley Consultants, Inc.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Stanley Consultants, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$3,900,000.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22169

Background

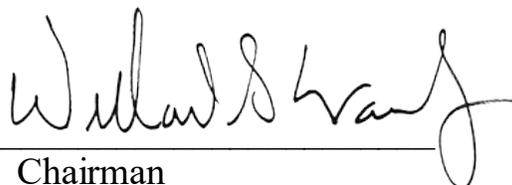
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21362 approved September 28, 2017, entered into an Agreement with Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC, on Contract No. I-17-4301, for Design Services for Roadway Reconstruction and Widening on the Tri-State Tollway (I-294) from Mile Post 32.3 (St Charles Road) to Mile Post 33.5 (North Avenue / Lake Street).

Per Tollway request, Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC submitted a proposal to provide Supplemental Design Services for Contract No. I-17-4301 in an amount not to exceed \$307,000.00, increasing the contract upper limit from \$13,900,000.00 to \$14,207,000.00. It is necessary and in the best interest of the Tollway to accept Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with Alfred Benesch & Company/The Roderick Group, Inc. (dba Ardmore Roderick)/2IM Group, LLC, consistent with the aforementioned proposal, to increase the contract upper limit by \$307,000.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 22170

Background

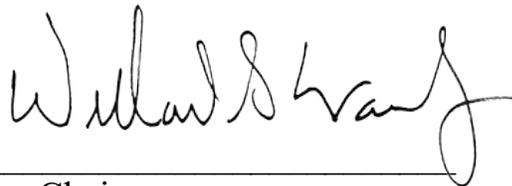
The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 21571 approved May 24, 2018, entered into an Agreement with H.W. Lochner, Inc., on Contract No. I-18-4356, for Construction Management Services for Roadway and Bridge Rehabilitation and Widening on the Tri-State Tollway (I-294) from Mile Post 36.2 (Wolf Road) to Mile Post 40.0 (Balmoral Avenue).

Per Tollway request, H.W. Lochner, Inc. submitted a proposal to provide Supplemental Construction Management Services for Contract No. I-18-4356 in an amount not to exceed \$197,989.00, increasing the contract upper limit from \$13,500,000.00 to \$13,697,989.00. It is necessary and in the best interest of the Tollway to accept H.W. Lochner, Inc.’s proposal.

Resolution

The Chief Engineering Officer is authorized to negotiate an Amended Agreement with H.W. Lochner, Inc., consistent with the aforementioned proposal, to increase the contract upper limit by \$197,989.00, subject to review and approval by the General Counsel. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22171

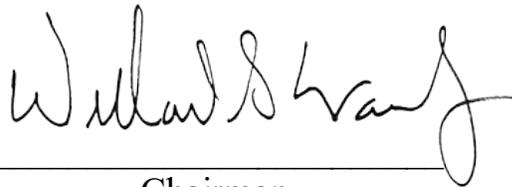
Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Aluminum Sign Blanks. Pursuant to the Tollway’s Invitation for Bid No. 19-0013R, the Tollway has determined that Tiles in Style, LLC (d.b.a. Taza Supplies) is the lowest responsive and responsible bidder for Aluminum Sign Blanks for an upper limit of compensation not to exceed \$203,522.50 for an initial one-year term and an amount not to exceed \$457,092.94 for a possible two-year renewal term.

Resolution

The bid from Tiles in Style, LLC (d.b.a. Taza Supplies) for the purchase of Aluminum Sign Blanks is accepted. Contract No. 19-0013R is approved in an amount not to exceed \$203,522.50 for an initial one-year term and an amount not to exceed \$457,092.94 for a possible two-year renewal term. The Chairman and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

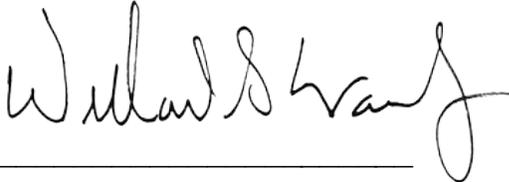
RESOLUTION NO. 22172

Background

The Illinois State Toll Highway Authority (“Tollway”) owns Parcel NW-7B-12-009.EX (“Parcel”) located north of the westerly end of Service Drive in Des Plaines, IL, Cook County. The Parcel is not needed in connection with the maintenance and operation of the Tollway System and will not be needed for any foreseeable future improvement to the Tollway System. The Excess Property Committee has declared Parcel NW-7B-12-009.EX excess to the Tollway’s needs.

Resolution

Based on the representations of the Excess Property Committee, and in accordance with the same, the Board hereby approves the declaration of Parcel NW-7B-12-009.EX as excess property.

Approved by: 
_____ Chairman

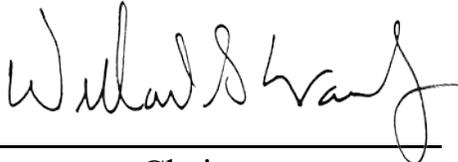
RESOLUTION NO. 22173

Background

The Illinois State Toll Highway Authority (“Tollway”) is reconstructing the 159th Street Bridge (“Bridge”) over I-294 (“Project”). The Tollway and the Illinois Department of Transportation (“Department”) previously agreed to share the cost of maintenance of the Bridge, including rehabilitation and reconstruction. The Department requested that the Tollway perform certain of the Department’s maintenance responsibilities, as well as widen the Bridge an additional two (2) feet to better accommodate a pedestrian/bike path across the Bridge. The Tollway agreed to perform the Project work, and additional requested work subject to the Department’s agreement to reimburse the Tollway for its actual costs. The estimated cost of the additional work the Department requested work is \$2,807,986.54. It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the Department to memorialize the Tollway and Department’s agreements and understanding regarding the reconstruction of the Bridge.

Resolution

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Tollway and the Department in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into upon the last dated signature below by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (“ILLINOIS TOLLWAY”), and THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, (“DEPARTMENT”), individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

RECITALS:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to perform roadway and bridge repairs along the Tri-State Tollway (I-294) from Milepost 0.0 to Milepost 17.6 (sometimes referred to as "Toll Highway"), in accordance with Design Contract RR-14-5703, and Construction Contract RR-17-4349 (“PROJECT”), DEPARTMENT JN-121-507, by making the following recommended improvements:

Removal and replacement of the bridge carrying 159th Street (U.S. Route 6) (ILLINOIS TOLLWAY Bridge No.125, DEPARTMENT Structure 016-0383) over I-294 at Milepost 6.36, including deck and approach slab replacement, 159th Street pavement reconstruction, replacement of simple span beams with continuous beams so that the transverse deck joints above the piers are eliminated and the abutments are made semi-integral, new pavement markings and signing, new underpass lighting, removal and reinstallation of existing bridge mounted sign panels, and maintenance of traffic on 159th Street and I-294 mainline. Other work includes: Loop ramp rehabilitation, C-D roadway outer shoulder widening, drainage improvement within 159th Street interchange loop ramps and C-D roads, guardrail replacements, temporary and permanent lighting installation, ITS camera relocation, plaza electrical work, erosion and sediment control during construction, and permanent landscaping, ramp interchange pavement patching, crack sealing, and shoulder rehabilitation, I-294 mainline pavement patching, and shoulder rehabilitation, and other improvements;

WHEREAS, the maintenance responsibilities for 159th Street (ILLINOIS TOLLWAY Bridge 125, DEPARTMENT structure 016-0383) over I-294 are shared between the ILLINOIS TOLLWAY and the DEPARTMENT pursuant to the General Agreement established on December 21, 1960 (“Exhibit A”);

WHEREAS, pursuant to the terms of the 1960 Agreement, the DEPARTMENT responsibilities include the bridge deck and wearing surface, roadway approaches, traffic signals, guardrail and bridge lighting and scuppers, and the ILLINOIS TOLLWAY responsibilities include the beams and girders, abutments, piers and fences;

WHEREAS, the DEPARTMENT requests that the ILLINOIS TOLLWAY include in its PROJECT DEPARTMENT maintenance responsibilities including the removal and replacement of the bridge deck and approach slabs, as well as the replacement of the existing simple span beams with continuous beams for the purpose of eliminating the transverse deck joints above the piers to allow for semi-integral abutments, as depicted in (“Exhibit B”) attached;

WHEREAS, the DEPARTMENT also requests the ILLINOIS TOLLWAY include in its PROJECT, specifications to widen the reconstructed bridge two (2) additional feet to better accommodate a pedestrian/bike path across the bridge;

WHEREAS, the ILLINOIS TOLLWAY agrees to the DEPARTMENT’s request to remove and replace the bridge deck and approach slabs, the replacement of the existing simple span beams with continuous beams for the purpose of eliminating the transverse deck joints above the piers to allow for semi-integral abutments, and to widen the reconstructed bridge two (2) additional feet to better accommodate a pedestrian/bike path across the bridge upon reimbursement from the DEPARTMENT;

WHEREAS, the ILLINOIS TOLLWAY and the DEPARTMENT 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;

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

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain the necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the DEPARTMENT as stipulated.

- A. The DEPARTMENT shall review the plans and specifications which impact the DEPARTMENT's maintained highways within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the DEPARTMENT within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the DEPARTMENT shall mean the DEPARTMENT agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impacted the DEPARTMENT's maintained highways. In the event of disapproval, the DEPARTMENT will detail in writing its objections to the ILLINOIS TOLLWAY's proposed plans and specifications. Notwithstanding, any disapproval by the DEPARTMENT, the ILLINOIS TOLLWAY, after considering the DEPARTMENT's objections, shall proceed as the Chief Engineering Officer of the ILLINOIS TOLLWAY deems appropriate.
- B. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- C. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DEPARTMENT by the ILLINOIS TOLLWAY.
- B. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals including but not limited to U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, Illinois Environmental Protection Agency, etc., and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required for the PROJECT are secured by the PARTIES in accordance with general project schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and to comply with all applicable Federal, State and local regulations and requirements pertaining to proposed PROJECT work.
- D. Subject to its reasonable prior approval, the DEPARTMENT shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the DEPARTMENT.
- E. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March, 2018, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES that there will be no exchange of any property interests pursuant to this AGREEMENT.
- B. If during the construction of the PROJECT it becomes necessary for either PARTY to enter upon and temporarily use lands owned by the other PARTY, then permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the DEPARTMENT the locations (existing and proposed) of public and/or private utility facilities within existing DEPARTMENT 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 ILLINOIS TOLLWAY has made all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to ILLINOIS TOLLWAY facilities where they cross DEPARTMENT highway rights of way; and 2) to DEPARTMENT facilities improved as part of the PROJECT.
- C. The DEPARTMENT agrees to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing DEPARTMENT rights of way, where improvements to DEPARTMENT highways are proposed by the DEPARTMENT to be done in conjunction with the PROJECT, at no expense to the TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, which are outside areas of DEPARTMENT jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the DEPARTMENT.
- E. At all locations where utilities are located on DEPARTMENT rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the DEPARTMENT agrees to (i) cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and (ii) issue all permits for the requisite

adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the DEPARTMENT for any and all out of pocket costs the DEPARTMENT may incur in causing the aforementioned utility or utilities to be adjusted.

- F. In the event that the work proposed by the DEPARTMENT results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, the DEPARTMENT shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain DEPARTMENT concurrence as to the amount of bids (for work to be funded wholly or partially by the DEPARTMENT before award), award the contract(s), provide construction engineering inspections and causing the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the DEPARTMENT as stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DEPARTMENT shall be submitted to the DEPARTMENT for approval prior to commencing such work. The DEPARTMENT shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the DEPARTMENT shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the DEPARTMENT within fifteen (15) calendar days after delivery to the DEPARTMENT of the proposed deviation, the proposed deviation shall be deemed approved by the DEPARTMENT. Notwithstanding any disapproval by the DEPARTMENT, the ILLINOIS TOLLWAY may, after considering the DEPARTMENT's objections, proceed as the Chief Engineering Officer of the ILLINOIS TOLLWAY deems appropriate.
- C. The ILLINOIS TOLLWAY's sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of contract(s) let in support of this AGREEMENT. The ILLINOIS TOLLWAY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT assisted contracts. Failure by the ILLINOIS TOLLWAY to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the DEPARTMENT deems appropriate.
- D. The DEPARTMENT and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the DEPARTMENT's system. The

DEPARTMENT shall assign personnel to perform inspections on behalf of the DEPARTMENT of all work included in the PROJECT that affects the DEPARTMENT's system, and will deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.

- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the DEPARTMENT upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the DEPARTMENT, and the DEPARTMENT shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the DEPARTMENT 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 the DEPARTMENT. At the request of the DEPARTMENT, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the DEPARTMENT's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The DEPARTMENT shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2018, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. Except as otherwise identified, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the DEPARTMENT as stipulated.

- B. It is mutually agreed by the PARTIES that preliminary and design engineering costs shall be computed as 5% of the actual construction costs, and construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES that the estimated cost to the DEPARTMENT is \$2,441,727.43, for construction costs, \$122,086.37 (5% of construction costs) for design engineering, and \$244,172.74 (10% of construction costs) for construction engineering, for a total estimated cost of \$2,807,986.54.
- D. It is further agreed that notwithstanding the estimated cost, the DEPARTMENT shall be responsible for the actual costs associated with the bridge deck and 159th Street roadway work described in the Recital section of this AGREEMENT.
- E. The DEPARTMENT acknowledges that upon execution of this AGREEMENT, the DEPARTMENT is undertaking a funding commitment to the ILLINOIS TOLLWAY in relation to completing and funding the PROJECT as described. Subject to State appropriations sufficient to pay such obligations, the DEPARTMENT shall make arrangements to fund its obligations in the described PROJECT as soon as reasonably practicable. It is agreed by the parties that the funding obligation of the DEPARTMENT recited above is, now and at all times hereafter, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled, diminished, or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY until all financial obligations hereunder are fully satisfied.
- F. Either the DEPARTMENT or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The “General Maintenance Agreement between the Department of Public Works and Buildings of the State of Illinois and the Illinois State Toll Highway Commission” dated December 21, 1960 shall remain in full force and effect upon completion of the improvements provided. As a result, it is agreed that the maintenance responsibilities of the DEPARTMENT and the ILLINOIS TOLLWAY for the improved areas shall remain identical to those in existence prior to such improvements.

- B. The term "local road" refers to any highway, road or street under the jurisdiction of the DEPARTMENT.
- C. The terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of

communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
 - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-294 in its entirety and the DEPARTMENT shall retain jurisdiction and maintenance responsibilities for 159th

Street within the PROJECT limits. The PARTIES maintenance responsibilities are further detailed in the Intergovernmental Agreement executed on December 21, 1960, and reiterated below.

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

| Type of Bridge Structure | Affected Roadway |
|--------------------------|--------------------------|
| Type 2 | 159 th Street |

Type 2 - DEPARTMENT Roadway over ILLINOIS TOLLWAY Right of Way

- C. The DEPARTMENT has all maintenance responsibility as to the following:
 - 1. 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.
 - 2. The following portions of the grade elevation structure:
 - a. The wearing surface;
 - b. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
 - c. Drainage facilities above structural beams and girders;
 - d. All DEPARTMENT and signs;
 - e. To the extent not addressed in other intergovernmental agreements to which the DEPARTMENT is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
 - f. All drainage facilities carrying exclusively DEPARTMENT drainage.
- D. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the DEPARTMENT as set forth, including but not limited to the following:
 - 1. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - 2. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;

3. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 4. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 5. All underpass and ramp lighting.
- E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY that exceed the limits set forth in 92 Illinois Administrative Code 554, Subchapter f, Subpart F, Section 554.604 (Practical Maximum Weights);
 3. Restriction of load limits for the grade separation structure, in the event bridge conditions so warrant, provided that the ILLINOIS 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 ILLINOIS TOLLWAY will consult with the DEPARTMENT before such closure;
 5. Attachment to the grade separation structure, or placement on or across ILLINOIS TOLLWAY right of way, of any and all conduit, pipe, wire, pole, device or appurtenance, provided that if such attachment or placement is directly in connection with operation of the DEPARTMENT roadway or performance of DEPARTMENT maintenance obligations under this AGREEMENT, the DEPARTMENT may make such attachment or placement after consultation with the ILLINOIS TOLLWAY.
- F. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- G. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other 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 PARTY 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 PARTY under this AGREEMENT.

- H. In the event that either PARTY places, on the grade separation structure or on the right of way of the other, appurtenances such as architectural enhancements, "gateway logos", conduit pipe, or other devices which are not directly required in connection with the ILLINOIS TOLLWAY 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.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the DEPARTMENT shall continue to maintain all portions of the PROJECT within the DEPARTMENT's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the DEPARTMENT shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the DEPARTMENT, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. The DEPARTMENT and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- D. Nothing is intended to prevent or preclude the DEPARTMENT and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. The DEPARTMENT agrees to allow the ILLINOIS TOLLWAY to review and will consider comments on major roadway access issues along 159th Street that arise

within one half (1/2) mile from the centerline of I-294. All access control shall be addressed for the mutual benefit of the DEPARTMENT and the ILLINOIS TOLLWAY in an effort to maintain free traffic movement at points of intersection. The DEPARTMENT and the ILLINOIS 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 ILLINOIS TOLLWAY, the ILLINOIS 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 159th Street.

- F. The DEPARTMENT and the ILLINOIS 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.

IX. GENERAL PROVISIONS

- A. The PARTIES agree that the ILLINOIS TOLLWAY shall have jurisdiction of I-294. The DEPARTMENT shall retain jurisdiction of 159th Street traversed or affected by I-294 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.
- B. The PARTIES agree that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by either the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. In the event of a dispute between DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Region One Engineer of the DEPARTMENT shall meet and resolve the issue.
- E. This AGREEMENT may be executed in two (2) or more counterparts, or electronically, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

The DEPARTMENT and the ILLINOIS TOLLWAY agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the DEPARTMENT under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

- N. The DEPARTMENT also recognizes that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The DEPARTMENT will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.
- P. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Omer Osman
Acting Secretary

By: _____ Date: _____
Joanne Woodworth
Acting Chief Fiscal Officer

By: _____ Date: _____
Phillip C. Kaufmann
Chief Counsel

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Willard S. Evans, Jr.
Chairman and Chief Executive Officer

By: _____ Date: _____
Cathy R. Williams
Chief Financial Officer

By: _____ Date: _____
Kathleen R. Pasulka-Brown
General Counsel

Approved as to Form and Constitutionality

Robert Lane, Assistant Attorney General

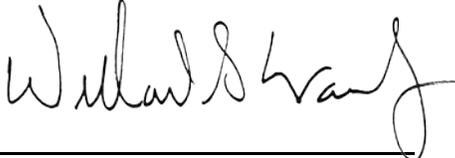
RESOLUTION NO. 22174

Background

The Illinois State Toll Highway Authority (“Tollway”) is constructing I-490, connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (“Project”). The Illinois Department of Transportation (“Department”) acquired certain parcels for the Project and subsequently transferred the parcels to the Tollway at no cost. The deed of transfer included a reverter clause, which states that ownership of the parcels will revert to the Department if the parcels are not utilized for a public purpose. To avoid possible reversion, the Tollway wishes to acquire the parcels at fair market value. The parcels were appraised, and based on appraisal, the Tollway and the Department agree that the fair market value of the parcels is \$17,457,000. In lieu of paying the Department for the parcels, the parties agreed to offset the balance of monies due from the Department to the Tollway in connection with seven IGA’s pursuant to which the Department owes the Tollway \$17,459,193.84. Following reconciliation of balances due from the Department to the Tollway as of December 31, 2019, reducing the Tollway’s net credit by \$17,457,000 leaves the Tollway with a net credit of \$39,589,915.48.

Resolution

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Tollway and the Department in substantially the form attached to this Resolution. The Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

This INTERGOVERNMENTAL AGREEMENT ("AGREEMENT"), entered into upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois ("ILLINOIS TOLLWAY") and THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION ("DEPARTMENT"), each individually referred to as "PARTY," and collectively referred to as "PARTIES."

RECITALS:

WHEREAS, the PARTIES have entered into Intergovernmental Agreements for various contracts and projects where the ILLINOIS TOLLWAY was the lead agency for performing project work described in said contracts ("CONTRACTS");

WHEREAS, in the CONTRACTS, the DEPARTMENT committed to and incurred cost participation owed to the ILLINOIS TOLLWAY for various aspects of said CONTRACTS;

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, has improved the existing Elgin O'Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Illinois Route 83, known in its entirety as Illinois Route 390, and intends to further extend Illinois Route 390 to O'Hare International Airport (ORD) and construct I-490, connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (sometimes referred to as the Elgin O'Hare Western Access or "EOWA" project);

WHEREAS, as part of the EOWA project, the DEPARTMENT conveyed right-of-way to the ILLINOIS TOLLWAY, at no cost, subject to 23 CFR 710.409(d) (which requires continued public use), *see* the PARTIES' October 6, 2017 Intergovernmental Agreement ("ORIGINAL CONVEYANCE");

WHEREAS, because the ILLINOIS TOLLWAY, in connection with the EOWA project, ultimately will transfer portions of the right-of-way to a party or parties for private use, the ILLINOIS TOLLWAY wishes to pay the DEPARTMENT fair market value for the same to avoid reversion of said property to the DEPARTMENT;

WHEREAS, in exchange for paying the DEPARTMENT fair market value for the right-of way, the ILLINOIS TOLLWAY is interested in obtaining a Release Deed from the DEPARTMENT for Parcels 0ZZ1225, 0ZZ1226 and 0ZZ1227 further identified and described in below Section II ("PARCELS");

WHEREAS, the DEPARTMENT agrees to release the PARCELS to the ILLINOIS TOLLWAY at fair market value as determined by a licensed real estate appraiser;

WHEREAS, the PARTIES mutually agree that there is currently an outstanding balance/debt owed to the ILLINOIS TOLLWAY by the DEPARTMENT for projects that are the subject of the CONTRACTS;

WHEREAS, the purpose of this AGREEMENT is to identify, and offset certain balances owed to each PARTY;

WHEREAS, the PARTIES agree that the most efficient way to account for the release of the PARCELS from the DEPARTMENT to the ILLINOIS TOLLWAY and the associated consideration due the DEPARTMENT by the ILLINOIS TOLLWAY is to set off the amount due the DEPARTMENT against amounts the DEPARTMENT owes the ILLINOIS TOLLWAY for work performed and identified in the CONTRACTS;

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

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

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

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

I. ILLINOIS TOLLWAY/DEPARTMENT INTERGOVERNMENTAL AGREEMENTS

The following ILLINOIS TOLLWAY/DEPARTMENT Intergovernmental Agreements for the following ILLINOIS TOLLWAY led contracts are included in the CONTRACTS referenced in this AGREEMENT:

- A. I-90 (Jane Addams Memorial Tollway) at Illinois Route 25, ILLINOIS TOLLWAY IGA #004104-1, executed October 11, 2016. DEPARTMENT cost participation due to the ILLINOIS TOLLWAY - \$2,549,158.01.
- B. I-94 (Tri-State Tollway) at Illinois Route 22 (Half Day Road), ILLINOIS TOLLWAY Construction Contract I-07-5223. DEPARTMENT cost participation due to the ILLINOIS TOLLWAY - \$11,861,981.52.
- C. I-355 (Veterans Memorial Tollway), ILLINOIS TOLLWAY IGA #005572-2, executed December 15, 2010. DEPARTMENT cost participation due to the ILLINOIS TOLLWAY - \$105, 304.98.

- D.** I-94 (Tri-State Tollway) Southbound Wisconsin state line to Waukegan Road Toll Plaza, ILLINOIS TOLLWAY IGA #005236-1, executed August 4, 2016. DEPARTMENT cost participation due to the ILLINOIS TOLLWAY - \$1,430,069.37.
- E.** I-94 (Tri-State Tollway) Northbound Waukegan Road Toll Plaza to Wisconsin state line, ILLINOIS TOLLWAY IGA #005237-1, executed August 4, 2016. DEPARTMENT cost participation due to the ILLINOIS TOLLWAY - \$1,280,571.12.
- F.** I-294 (Tri-State Tollway) at 127th Street, ILLINOIS TOLLWAY IGA #005681, executed April 27, 2017. DEPARTMENT cost participation due to the ILLINOIS TOLLWAY - \$84,908.59.
- G.** I-294 (Tri-State Tollway) from Cermak Road to the Bensenville Bridge, ILLINOIS TOLLWAY IGA #005636, executed July 10, 2012. DEPARTMENT cost participation due to the ILLINOIS TOLLWAY - \$143,200.25.
- H.** The amount due to the ILLINOIS TOLLWAY from the DEPARTMENT for the above-listed CONTRACTS is \$17,459,193.84.
- I.** Added together with other amounts due to the ILLINOIS TOLLWAY from the DEPARTMENT based on contracts and/or Intergovernmental Agreements identified as of December 31, 2019 but not identified in A. through H. above, the total due to the ILLINOIS TOLLWAY from the DEPARTMENT is \$57,046,914.98 ("DEPARTMENT BALANCE DUE").

II. DEPARTMENT RELEASE OF PARCELS

- A.** The DEPARTMENT agrees to release the PARCELS, as shown on attached "EXHIBIT A," to the ILLINOIS TOLLWAY, and the ILLINOIS TOLLWAY agrees to accept a Release Deed for the PARCELS.
- B.** The PARTIES agree the appraised value of Parcel 0ZZ1225 is \$13,581,000, the appraised value of Parcel 0ZZ1226 is \$1,033,000, and the appraised value of Parcel 0ZZ1227 is \$2,843,000, for a total value of \$17,457,000.00, which represents the fair market value of the PARCELS.
- C.** The total due to the DEPARTMENT from the ILLINOIS TOLLWAY for the PARCELS is \$17,457,000.00, ("ILLINOIS TOLLWAY BALANCE DUE").

- D.** The PARTIES agree that the ILLINOIS TOLLWAY's purchase of the PARCELS from the DEPARTMENT at fair market value (\$17,457,000.00) would result in the following provision being waived from the Release Deed for conveyance of the PARCELS:
- i. Pursuant to 23 CFR 710.409(d), failure to continue public ownership and use of the above described property shall cause the property to revert back to the Illinois Department of Transportation.
- E.** The ILLINOIS TOLLWAY shall record the Release Deed and any other documents that must be recorded.

III. BALANCE OFFSET

- A.** It is agreed by the PARTIES that it is mutually beneficial to offset the ILLINOIS TOLLWAY BALANCE DUE against the DEPARTMENT BALANCE DUE.
- B.** After offsetting the ILLINOIS TOLLWAY BALANCE DUE against the DEPARTMENT BALANCE DUE, a balance of \$39,589,914.98 remains due and owing from the DEPARTMENT to the ILLINOIS TOLLWAY.
- C.** Subject to State appropriations sufficient to pay such obligations, the DEPARTMENT shall make arrangements to fund its obligation to pay the \$39,589,914.98 remaining balance (and any other monies due and owing to the ILLINOIS TOLLWAY) as soon as reasonably practicable. It is agreed by the PARTIES that the funding obligation of the DEPARTMENT recited above is, now and at all times hereafter, subject to State appropriations sufficient to pay such obligations. As such appropriation(s) may be made, and subject to their not being cancelled, diminished or withheld, the DEPARTMENT will use its best efforts to make timely payment(s) to the ILLINOIS TOLLWAY until all financial obligations hereunder are fully satisfied.
- D.** Upon execution of this AGREEMENT, the ILLINOIS TOLLWAY BALANCE DUE, as identified in Section II. of this AGREEMENT, will be \$0.

IV. GENERAL PROVISIONS

- A.** It is mutually agreed by and between the PARTIES that all agreements and representations, express or implied, oral or written, of the PARTIES hereto concerning the subject matter of this AGREEMENT are contained in this AGREEMENT. All prior and contemporaneous negotiations, agreements and representations between the PARTIES concerning the subject matter of this AGREEMENT are merged into and superseded by this AGREEMENT. This AGREEMENT contains the entire agreement between the Parties relative to the subject matter hereof.

- B.** The PARTIES reaffirm and agree to all the responsibilities enumerated in the executed Intergovernmental Agreements identified and or referenced in Section I. of this AGREEMENT.
- C.** Wherever in this AGREEMENT approval or review by either the DEPARTMENT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D.** In the event of a dispute between the DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Region One Engineer of the DEPARTMENT and the Chief Engineering Officer of the ILLINOIS TOLLWAY shall meet to resolve the issue. In the event they cannot agree on a resolution, the Acting Secretary of the DEPARTMENT and the Executive Director of the ILLINOIS TOLLWAY shall meet to resolve the issue.
- E.** This AGREEMENT may be executed using electronic signatures and in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F.** 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 The Illinois Department of Transportation, 201 W. Center Court, Schaumburg, Illinois 60196.
- G.** The ILLINOIS TOLLWAY certifies that its correct Federal Tax Identification number is 36 2811931, and it is doing business as a governmental entity whose mailing address is the Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
- H.** This AGREEMENT may only be modified in writing, which writing must be executed by duly authorized representatives of the PARTIES.
- I.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- J.** The failure of the ILLINOIS TOLLWAY or the DEPARTMENT to seek redress for a violation of any condition or covenant of this AGREEMENT or the failure of the ILLINOIS TOLLWAY or the DEPARTMENT to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the DEPARTMENT unless such provision is waived in writing.

- K.** It is agreed that the laws of the State of Illinois, without regard to principles of conflict of laws, shall apply to this AGREEMENT.
- L.** The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT and completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, the Illinois Tollway Auditor, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours.
- M.** The DEPARTMENT also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of The Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and to conduct reviews. The DEPARTMENT will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for time relating to its cooperation. Cooperation includes (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.
- N.** All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

 - To the ILLINOIS TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
 - To the DEPARTMENT: The Illinois Department of Transportation
201 W. Center Court
Schaumburg, Illinois 60196
Attn: Region One Engineer
- O.** The Recitals in this AGREEMENT have been agreed to and are hereby incorporated as substantive provisions of this AGREEMENT.

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

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Omer Osman
Acting Secretary

By: _____ Date: _____
Joanne Woodworth
Acting Chief Fiscal Officer

By: _____ Date: _____
Phillip C. Kaufmann
Chief Counsel

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Willard S. Evans, Jr.
Chairman & Chief Executive Officer

By: _____ Date: _____
Cathy R. Williams
Chief Financial Officer

By: _____ Date: _____
Kathleen R. Pasulka-Brown
General Counsel

Approved as to Form and Constitutionality

Robert Lane, Assistant Attorney General

RESOLUTION NO. 22175
AMENDING RESOLUTION NO. 22138

Background

Resolutions 19584, 21069 and 21451 authorized acquisition of needed parcels and expenditures of up to \$115,000,000.00 for any and all land acquisition fees, costs and expenses necessary for the Tri-State Tollway Project, Project No. RR-11-4010 (“Project No. RR-11-4010”). Resolution 22027, as preceded by Resolutions 22003, 21948, 21928, 21902, 21883, 21868, 21849, 21822, 21753, 21724, 21699, 21607, 21578, 21540, 21453, 21428, 21408, 21346, 21304, 21095, 20942, 20771, 22027, 22052, 22101 and 22138, identified specific parcels that were required for Illinois State Toll Highway purposes. Resolution 22138 must be further amended to identify and add additional parcels and provide the Tollway’s Land Acquisition Unit the authority to acquire all parcels necessary for Project No. RR-11-4010, including fee title, permanent easements, temporary easements and access control. Pursuant to *ISTHA v. DiBenedetto*, 275 Ill. App 3d 400, 405 (1st Dist. 1995), the Tollway is required to reasonably describe real property it may need to acquire by eminent domain. This Resolution, amending Resolution 22138, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes, but is not limited to, the Identified Parcels listed on Exhibit A (“Identified Parcels”), which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and interests in real estate for Project No. RR-11-4010. The Tollway’s Engineering Department, by and through its Land Acquisition Manager, together with authorized employees and agents, is authorized to acquire all necessary real estate interests associated with Project No. RR-11-4010 and, per Resolutions 19584, 21069 and 21451, to spend sums up to an amount not to exceed \$115,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just

RESOLUTION NO. 22175
AMENDING RESOLUTION NO. 22138

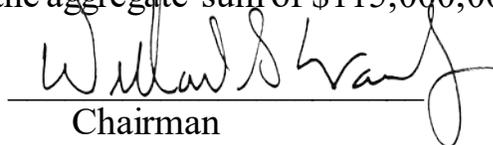
Resolution – Continued

compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses.

In the event all or part of the Identified Parcels cannot, with reasonable diligence, be purchased via negotiations, administrative documentation or settlement, the Land Acquisition Unit, upon the recommendation of the Land Acquisition Manager, the General Counsel and the Attorney General, is authorized and directed to acquire the same in the name of the Tollway by eminent domain.

The Executive Director, the Chief Operating Officer and/or Land Acquisition Manager, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, and consistent with applicable state and federal law, are authorized to negotiate and enter into any real estate contract for the acquisition or conveyance of all needed real estate for Project No. RR-11-4010, such contracts to be executed in accordance with applicable Tollway policy. The Land Acquisition Unit is authorized to continue to acquire and purchase property by and through escrow closings with its approved title insurance vendors, subject to then existing Land Acquisition policies and procedures and approval of the General Counsel, such contracts to be executed in accordance with applicable Tollway policy. The Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including, but not limited to (i) consideration, settlements, purchase price, fees, costs, closing costs, deposits to close in escrow, relocation expenses, relocation benefits, relocation costs, title work, title insurers, agents, owners, attorneys, appraisers, negotiators, surveyors and other experts retained for the purpose of acquiring all needed real estate and interests in real estate, (ii) payment of preliminary just compensation, final just compensation and damages, and (iii) any and all other acquisition costs, fees and expenses, necessary to acquire interests in all or part of all Identified Parcels needed for Project No. RR-11-4010, up to a sum not to exceed the aggregate sum of \$115,000,000.00.

Approved by:


Chairman

01/28/21

6.4/3

RESOLUTION NO. 22175
AMENDING RESOLUTION NO. 22138

Resolution – Continued- Exhibit A

PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS

TRI-STATE TOLLWAY

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

| Parcel | PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|---------------|--|---------------|
| TW-7-15-001 | 12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019 | Cook |
| TW-7-15-002 | 12-21-100-011 | Cook |
| TW-7-15-003 | 12-20-301-034 | Cook |
| TW-7-15-004 | 12-20-300-054, 12-20-300-055 | Cook |
| TW-5-16-001 | 18-19-301-004, 18-19-301-005 | Cook |
| TW-3A-16-001 | 18-34-105-021 | Cook |
| TW-3B-16-001 | 18-29-100-020 | Cook |
| TW-3B-16-006 | 18-28-300-067, 18-28-400-012 | Cook |
| TW-7-16-005 | 12-30-100-009, 12-30-100-011 12-30-100-024, 12-30-100-025 | Cook |
| TW-7-16-006 | 12-30-100-019 | Cook |
| TW-7-16-007 | 12-30-100-020 | Cook |
| TW-7-16-008 | 12-30-100-021 | Cook |
| TW-7-16-009 | 12-30-102-001, 12-19-300-020 | Cook |
| TW-7-16-001 | 03-36-204-002 | DuPage |
| TW-7-16-011 | 12-19-400-111 | Cook |
| TW-7-16-012 | 12-19-400-123 | Cook |
| TW-7-16-013 | 12-19-400-157 | Cook |
| TW-7-16-014 | 12-19-400-156 | Cook |
| TW-7-16-015 | 12-19-400-069 | Cook |
| TW-7-16-016 | 12-19-400-125 | Cook |
| TW-7-16-017 | 12-19-400-087 | Cook |
| TW-7-16-018 | 12-19-400-107 | Cook |
| TW-3B-16-002 | 18-27-500-003, 18-28-501-001, 18-33-501-001 | Cook |
| TW-3B-16-003 | 18-33-102-002, 18-33-201-003, 18-32-402-010 18-33-301-002, 18-27-300-008, 18-28-401-008 | Cook |

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

| Parcel | PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|---------------|---|---------------|
| TW-3B-16-004 | 18-27-300-006, 18-28-401-002, 18-28-401-004 18-28-401-009, 18-28-401-010, 18-32-402-003 18-33-102-001, 18-33-201-001, 18-33-201-002 18-33-201-004, 18-33-301-001 | Cook |
| TW-3B-16-005 | 18-28-400-011, 18-28-500-004, 18-28-200-028 18-28-200-033, 18-27-100-001, 18-28-200-030 18-28-400-004, 18-28-300-055, 18-28-400-006 | Cook |
| TW-3B-16-007 | THAT PART OF THE EXISTING SANTA FE DRIVE RIGHT OF WAY IN THE PLAT OF DEDICATION FOR SAID RIGHT OF WAY, BEING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1976 AS DOCUMENT NUMBER 23687489 | Cook |
| TW-3B-16-008 | 18-28-300-043 | Cook |
| TW-3B-16-009 | 18-28-300-056, 18-28-300-055 18-28-300-042, 18-28-103-030 | Cook |
| TW-3B-16-010 | 18-28-103-007, 18-28-103-008, 18-28-300-012 18-28-300-013, 18-28-300-017, 18-28-300-018 18-28-300-019, 18-28-300-022, 18-28-300-023 | Cook |
| TW-3B-16-011 | 18-28-502-028 | Cook |
| TW-3B-16-012 | 18-28-300-068, 18-28-400-013 | Cook |
| TW-3B-16-013 | 18-28-200-032, 18-28-200-035, 18-28-200-036 | Cook |
| TW-3B-16-014 | 18-28-300-041 | Cook |
| TW-3B-16-015 | 18-28-103-029, 18-28-200-018, 18-28-103-032 | Cook |
| TW-3B-16-016 | 18-28-103-001, 18-28-103-020, 18-28-103-034 | Cook |
| TW-3A-16-003 | 18-34-104-028 | Cook |
| TW-3A-16-004 | 18-34-105-020 | Cook |
| TW-3A-16-005 | THAT PART OF RUST TRAIL AS ESTABLISHED BY THE PLAT OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1948 AS DOCUMENT NUMBER 14310191 | Cook |
| TW-3A-16-006 | 18-34-104-014 | Cook |
| TW-3A-16-008 | 18-34-102-004 | Cook |

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

| Parcel | PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|---------------|--|---------------|
| TW-3A-16-009 | 18-34-102-003 | Cook |
| TW-3A-16-011 | 18-34-102-011 | Cook |
| TW-3A-16-007 | 18-34-105-001 & Rust Rail and Louis Drive | Cook |
| TW-5-16-067 | 18-06-321-003, 18-06-413-002, 18-06-413-001, 18-06-414-001, 18-06-419-031, 18-06-419-032, 18-06-419-016, 18-06-419-017, 18-06-419-018, 18-06-419-019, 18-06-420-020, 18-06-419-021, 18-06-419-022, 18-06-419-023, 18-06-419-024, 18-06-419-025, 18-06-419-026, 18-06-419-027, 18-06-419-028, 18-06-419-029, 18-06-419-030, 18-06-413-003 | Cook |
| TW-5-16-068 | 18-06-319-001, 18-06-319-013, 18-06-320-001, 18-06-317-006, 18-06-317-008, 18-06-320-008, 18-06-320-012, 18-06-320-014, 18-06-320-015, 18-06-320-017, 18-06-320-016, 18-06-320-007, 18-06-321-002 | Cook |
| TW-5-16-070 | 18-06-318-032 | Cook |
| TW-6B-16-005 | 15-07-101-016 | Cook |
| TW-7-16-062 | 12-16-115-032 | Cook |
| TW-7-16-063 | 12-16-114-036 | Cook |
| TW-7-16-064 | 12-16-114-037 | Cook |
| TW-7-16-065 | 12-16-114-032 | Cook |
| TW-7-16-066 | 12-16-113-021 | Cook |
| TW-3B-16-017 | 18-28-102-006 | Cook |
| TW-3B-16-018 | 18-28-102-005 | Cook |
| TW-3B-16-019 | 18-28-102-023 | Cook |
| TW-3B-16-020 | THAT PART OF THE EXISTING MARIDON ROAD RIGHT OF WAY AS DEDICATED ON GREGOR'S SUBDIVISION PLAT, RECORDED SEPTEMBER 8, 1952 AS DOCUMENT NUMBER 15430017, BEING A SUBDIVISION OF THE WEST 200 FEET OF THE EAST 1027.90 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN | Cook |
| TW-3B-16-021 | 18-28-102-021 | Cook |
| TW-3B-16-022 | 18-28-102-020 | Cook |
| TW-3B-16-023 | 18-29-205-016 | Cook |

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

| Parcel | PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|---------------|--|---------------|
| TW-3B-16-024 | 18-29-205-015 | Cook |
| TW-5-16-059 | 18-07-103-001, 18-07-103-002, 18-07-103-003, 18-07-103-004, 18-07-103-005, 18-07-103-006, 18-07-103-007, 18-07-103-008, 18-07-103-009, 18-07-103-010, 18-07-103-011 | Cook |
| TW-7-16-002 | 03-25-409-001, 03-25-409-002 | DuPage |
| TW-7-16-003 | 03-25-400-004 | DuPage |
| TW-7-16-004 | 03-25-400-006 | DuPage |
| TW-7-16-054 | 12-16-307-029 | Cook |
| TW-7-16-057 | 12-16-312-018 | Cook |
| TW-7-16-060 | 12-16-115-023, 12-16-115-025 | Cook |
| TW-7-16-067 | 12-16-113-017, 12-16-113-018, 12-16-113-023, 12-16-113-024 | Cook |
| TW-7-16-068 | 12-16-205-023, 12-16-111-049 | Cook |
| TW-7-16-071 | 12-16-205-019 | Cook |
| TW-7-16-077 | 12-16-203-024 | Cook |
| TW-7-16-053 | 12-16-307-041 | Cook |
| TW-7-16-055 | 12-16-307-028 | Cook |
| TW-7-16-059 | 12-16-111-048, 12-16-205-024 | Cook |
| TW-7-16-078 | THAT PART OF LAWRENCE AVENUE, A 66 FOOT WIDE STREET IN FAIRVIEW, BEING EBERHART AND ROYCE'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1891 AS DOCUMENT NUMBER 1483103 | Cook |
| TW-7-16-079 | THAT PART OF MONTROSE, THAT PART OF AGATITE AND THAT PART OF SUNNYSIDE AVENUES ALL IN INDIAN PARK ESTATES, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1939 AS DOCUMENT 12260059 | Cook |
| TW-7-16-080 | THAT PART OF BERTEAU AND DENLEY AVENUES AS SHOW ON VOLK BROTHERS HOME ADDITION TO SCHILLER PARK IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN ACCORDING TO THE PLAT RECORDED MAY 20, 1924 AS DOCUMENT NUMBER 8427643 | Cook |
| TW-6B-16-003 | 15-07-104-016 | Cook |
| TW-7-16-019 | 12-30-300-007 | Cook |

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

| Parcel | PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|---------------|--|---------------|
| TW-7-16-045 | 12-30-301-034 | Cook |
| TW-5-16-011 | 18-19-102-014 | Cook |
| TW-5-16-012 | 18-19-102-013 | Cook |
| TW-5-16-013 | 18-19-102-012 | Cook |
| TW-5-16-014 | 18-19-102-011 | Cook |
| TW-5-16-015 | 18-19-102-016 | Cook |
| TW-3A-16-072 | 08-35-109-012 | Cook |
| TW-3A-16-081 | 23-01-106-012 | Cook |
| TW-5-16-137 | 18-18-304-018 | Cook |
| TW-5-16-139 | 18-19-102-015 | Cook |
| TW-5-16-140 | 18-18-304-017 | Cook |
| TW-6B-16-002 | 15-07-104-015 | Cook |
| TW-6B-16-004 | 15-07-104-004 | Cook |
| TW-6B-16-008 | 15-06-303-024 | Cook |
| TW-7-16-043 | 12-20-300-054, 12-20-300-055 | Cook |
| TW-7-16-056 | 12-16-307-004, 12-16-307-005 12-16-307-027, 12-16-307-032 | Cook |
| TW-7-16-069 | 12-16-205-021 | Cook |
| TW-3A-16-066 | 18-35-407-055 | Cook |
| TW-3B-16-027 | 18-29-100-003, 18-29-100-027 | Cook |
| TW-3B-16-029 | THAT PART OF 71st PLACE 66 FOOT RIGHT OF WAY AS DEDICATED BY PLEASANT VIEW SUBDIVISION, BEING PART OF THE EAST 1171.96 FEET OF THE NORTH 40 ACRES OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1949 AS DOCUMENT NUMBER 14650837 | Cook |
| TW-3B-16-028 | 18-29-100-026 | Cook |
| TW-5-16-095 | 18-06-126-010 | Cook |
| TW-5-16-098 | 18-06-126-009 | Cook |
| TW-5-16-101 | 18-06-126-006 | Cook |
| TW-5-16-103 | 18-06-126-005 | Cook |

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

| Parcel | PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|---------------|--|---------------|
| TW-5-16-105 | 18-06-126-004 | Cook |
| TW-5-16-107 | 18-06-126-002 | Cook |
| TW-5-16-110 | 18-06-126-001 | Cook |
| TW-5-16-130 | 18-06-126-007 | Cook |
| TW-5-16-141 | 18-19-405-014, 19-19-495-015 | Cook |
| TW-6C-16-008 | 06-12-419-014 | DuPage |
| TW-6C-16-012 | 06-12-413-039 | DuPage |
| TW-6C-16-003 | 15-18-107-018 | Cook |
| TW-6C-16-006 | 06-12-419-016 | DuPage |
| TW-6C-16-007 | 06-12-419-015 | DuPage |
| TW-6C-16-009 | 06-12-419-002 | DuPage |
| TW-6C-16-010 | 06-12-419-001 | DuPage |
| TW-3A-16-031 | 23-01-300-014 | Cook |
| TW-3A-16-034 | 23-01-300-012 | Cook |
| TW-3A-16-038 | 23-01-106-011 | Cook |
| TW-3B-16-026 | 18-29-200-004, 18-29-200-009 18-29-200-014, 18-29-200-017 | Cook |
| TW-5-16-046 | 18-07-117-012, 18-07-117-018 | Cook |
| TW-5-16-048 | 18-07-117-013 | Cook |
| TW-5-16-050 | 18-07-117-014 | Cook |
| TW-5-16-051 | 18-07-117-015 | Cook |
| TW-5-16-052 | 18-07-117-016 | Cook |
| TW-5-16-053 | 18-07-117-017 | Cook |
| TW-5-16-082 | 18-06-303-015, 18-06-303-016, 18-06-303-017 | Cook |
| TW-5-16-090 | 18-06-303-002 | Cook |
| TW-5-16-099 | 18-06-126-008 | Cook |
| TW-5-16-132 | 18-07-301-017 | Cook |

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

PREVIOUSLY IDENTIFIED PARCELS
PIN NUMBER/OR DESCRIPTION

| Parcel | PIN NUMBER/OR DESCRIPTION | County |
|---------------|--|---------------|
| TW-5-16-142 | COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE NORTH 1 DEGREE 47 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 65.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE 47 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 418.63 FEET TO THE WESTERLY LINE OF FLAGG CREEK PER TIMBER TRAILS UNIT 1 RECORDED AS DOCUMENT NUMBER 0530003135; THENCE NORTH 9 DEGREES 28 MINUTES 16 SECONDS EAST ALONG SAID WESTERLY LINE, 568.83 FEET; THENCE NORTH 2 DEGREES 14 MINUTES 54 SECONDS EAST ALONG SAID WESTERLY LINE, 241.74 FEET TO THE NORTHEAST CORNER OF OUTLOT Y IN SAID TIMBER TRAILS UNIT 1; THENCE NORTH 88 DEGREES 55 MINUTES 45 SECONDS EAST, 60.10 FEET; THENCE SOUTH 2 DEGREES 14 MINUTES 54 SECONDS WEST, 249.01 FEET; THENCE SOUTH 9 DEGREES 28 MINUTES 16 SECONDS WEST, 361.82 FEET; THENCE SOUTH 1 DEGREE 47 MINUTES 13 SECONDS EAST, 292.39 FEET TO THE EASTERLY LINE OF FLAGG CREEK PER SAID TIMBER TRAILS UNIT 1; THENCE SOUTH 9 DEGREES 43 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY LINE, 157.47 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 26 SECONDS WEST ALONG SAID EASTERLY LINE, 155.20 FEET TO THE NORTHERLY LINE OF PLAINFIELD ROAD; THENCE SOUTH 64 DEGREES 09 MINUTES 53 SECONDS WEST ALONG SAID NORTHERLY LINE, 38.01 FEET TO THE POINT OF BEGINNING | Cook |
| TW-5-16-094 | 18-06-126-022 | Cook |
| TW-6B-16-009 | 15-18-500-001 | Cook |
| TW-3A-16-042 | 23-01-109-007 | Cook |
| TW-3A-16-082 | 23-01-105-006 | Cook |
| TW-5-16-002 | 18-19-403-016 | Cook |
| TW-5-16-016 | 18-18-304-014 | Cook |
| TW-5-16-017 | 18-18-304-013 | Cook |
| TW-5-16-018 | 18-18-411-001, 18-18-412-001 | Cook |
| TW-5-16-019 | 18-18-304-012 | Cook |
| TW-5-16-020 | 18-18-304-011 | Cook |
| TW-5-16-021 | 18-18-304-010 | Cook |
| TW-5-16-022 | 18-18-304-009 | Cook |
| TW-5-16-023 | 18-18-304-007, 18-18-304-008 | Cook |
| TW-5-16-057 | 18-07-109-015, 18-07-109-016 | Cook |
| TW-5-16-063 | 18-07-102-009, 18-07-102-010 18-07-102-011, 18-07-102-012 | Cook |
| TW-6C-16-002 | 15-18-107-015, 15-18-107-019 15-18-107-020, 15-18-107-021 | Cook |
| TW-3A-16-014 | 23-01-301-042 | Cook |
| TW-3A-16-015 | 23-01-301-041 | Cook |

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

| Parcel | PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|---------------|--|---------------|
| TW-3A-16-017 | 23-01-301-040 | Cook |
| TW-3A-16-019 | 23-01-301-039 | Cook |
| TW-3A-16-020 | 23-01-301-022 | Cook |
| TW-3A-16-021 | 23-01-301-021 | Cook |
| TW-3A-16-024 | 23-01-300-019 | Cook |
| TW-3A-16-029 | 23-01-300-026 | Cook |
| TW-3A-16-046 | 23-01-109-034 | Cook |
| TW-3A-16-052 | 23-01-117-014-1001 through 1012 | Cook |
| TW-3A-16-054 | 23-01-117-013-1001 through 1048 | Cook |
| TW-3A-16-056 | 23-01-113-010 | Cook |
| TW-3A-16-057 | 23-01-113-003, 23-01-113-004, 23-01-113-005 | Cook |
| TW-3A-16-059 | 18-36-319-036 | Cook |
| TW-3A-16-063 | 18-35-407-008, 18-35-407-010 | Cook |
| TW-3A-16-070 | 18-35-407-041 | Cook |
| TW-5-16-005 | 18-19-404-008, 18-19-404-009 18-19-404-010, 18-19-404-011 | Cook |
| TW-3A-16-023 | 23-01-301-020 | Cook |
| TW-3A-16-026 | 23-01-301-024 | Cook |
| TW-3A-16-027 | 23-01-301-033 | Cook |
| TW-3A-16-053 | 23-01-117-003 | Cook |
| TW-5-16-073 | That part of Spring Street, Hinsdale | Cook |
| TW-5-16-074 | 18-06-303-025, 18-06-310-011, 18-06-310-012 18-06-310-016, 18-06-310-017, 18-06-310-018 18-06-310-019, 18-06-310-021, 18-06-311-001 18-06-311-002, 18-06-311-003, 18-06-311-004 18-06-311-005, 18-06-311-006, 18-06-311-007 18-06-311-008, 18-06-311-009, 18-06-311-010 18-06-311-021, 18-06-311-023 | Cook |
| TW-6B-16-010 | That part of Coolidge Avenue, Berkeley | Cook |
| TW-6B-16-011 | That part of Superior St., Huron St. and public alley in block 2 of H.O. Stone and Company's Ber-Elm Addition, Berkeley | Cook |

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

| Parcel | PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|---------------|---|---------------|
| TW-6B-16-013 | That part of Victoria Avenue, Berkeley | Cook |
| TW-6B-16-014 | That part of Electric Avenue, Berkeley | Cook |
| TW-6B-16-015 | 15-07-318-004-8001 | Cook |
| TW-6B-16-017 | 15-07-501-001 | Cook |
| TW-6C-16-005 | 16 Foot Alley in Block 9 in Berkeley Lawn Subdivision | Cook |
| TW-3A-16-033 | 23-01-300-028, 23-01-300-029 | Cook |
| TW-3A-16-043 | 23-01-109-031 | Cook |
| TW-3A-16-044 | 23-01-109-032 | Cook |
| TW-3A-16-045 | 23-01-109-033 | Cook |
| TW-3A-16-047 | A PART OF WEST 90TH STREET OF MILFORD COURT, BEING A RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS, AS PER DOCUMENT 97144076 RECORDED MARCH 04, 1987 | Cook |
| TW-3A-16-083 | 18-35-122-014, 18-35-122-015 | Cook |
| TW-6B-16-006 | That part of Park Ave., Berkeley | Cook |
| TW-6B-16-007 | That part of Victoria Ave., Berkeley | Cook |
| TW-6C-16-015 | 15-18-306-016, 15-18-306-017, 15-18-306-018 | Cook |
| TW-5-16-042 | 18-07-301-019 | Cook |
| TW-5-16-077 | LOTS 49 TO 52, BOTH INCLUSIVE, IN H.W. DIETRICH'S RE-SUBDIVISION OF LOTS 1, 2, AND 3, THE SOUTH HALF AND THE WEST 186.86 FEET OF THE NORTH HALF OF LOT 4 AND LOTS 7 TO 18 INCLUSIVE (EXCEPT THE EAST 68 FEET OF LOTS 7 AND 8 IN BLOCK 14, ALL OF BLOCK 15 AND LOTS 1 TO 13 IN BLOCK 16 IN EAST HINSDALE, A SUBDIVISION OF THE EAST HALF AND THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF CHICAGO, BURLINGTON AND QUINCY RAILROAD; ALL IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. | Cook |
| TW-5-16-080 | 18-06-312-008, 18-06-312-009 | Cook |
| TW-5-16-123 | 06-36-200-036 | DuPage |
| TW-5-16-124 | 06-36-200-025 | DuPage |
| TW-5-16-125 | 06-25-409-016 | DuPage |

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

| Parcel | PREVIOUSLY IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|---------------|--|---------------|
| TW-5-16-027 | 18-07-418-003, 18-07-418-004, 18-07-400-009 | Cook |
| TW-5-16-029 | 18-07-418-059-1001 thru 18-07-418-059-1028 | Cook |
| TW-5-16-034 | 18-07-109-037-1001 thru 18-07-109-037-1105 | Cook |
| TW-5-16-049 | 18-07-117-007, 18-07-117-008, 18-07-117-009 | Cook |
| TW-5-16-075 | 18-06-312-031 | Cook |
| TW-5-16-076 | 18-06-312-030 | Cook |
| TW-5-16-081 | 18-06-312-007, 18-06-312-017 | Cook |
| TW-5-16-092 | 18-06-118-020 | Cool |
| TW-5-16-093 | 18-06-118-016 | Cook |
| TW-5-16-097 | 18-06-126-019 | Cook |
| TW-5-16-100 | 18-06-126-018 | Cook |
| TW-5-16-102 | 18-06-126-017 | Cook |
| TW-5-16-121 | 06-36-202-017, 06-36-202-018 | DuPage |
| TW-5-16-143 | 18-07-109-037-1001 thru 1105, Lot 10 (EXCEPT THE NORTH 17 FEET OF LOT 10) IN SAID HIGHLANDS BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN | Cook |
| TW-5-16-146 | THOSE PARTS OF LOTS 9 AND 10 IN BLOCK 12 IN THE HIGHLANDS, BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD 83 (2011 ADJUSTMENT) | Cook |
| TW-6A-16-001 | 06-25-409-014 | DuPage |
| TW-6A-16-002 | 15-30-301-018, 15-30-301-020, 15-30-301-021 | Cook |

EXHIBIT "A"
Project RR-11-4010
Tri-State Tollway

| Parcel | ADDED IDENTIFIED PARCELS PIN NUMBER/OR DESCRIPTION | County |
|---------------------|---|---------------|
| TW-6C-16-016 | 15-18-306-027, 15-18-307-001, 15-18-307-002, 15-18-307-022 15-18-307-023, 15-18-307-005, 15-18-307-006, 15-18-307-007 15-18-307-026, 15-18-307-027, 15-18-307-015, 15-18-307-016 15-18-307-017, 15-18-307-018, 15-18-307-025 | Cook |
| TW-6C-16-017 | That part of Concord and Caldwell Avenues | Cook |
| TW-6C-16-018 | 15-18-307-024 | Cook |
| TW-6C-16-019 | 06-13-405-025 | DuPage |

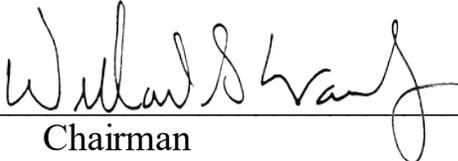
RESOLUTION NO. 22176

Background

To avoid litigation and potential operational risks, it is in the best interest of The Illinois State Toll Highway Authority to enter into a settlement agreement with Walsh Construction Company II, LLC (“Walsh”) to amicably resolve payment claims for certain asphalt pavement patching repair work Walsh performed on the Central Tri-State Corridor (I-294).

Resolution

The proposed settlement is approved, consistent with the terms and conditions presented to the Board of Directors in Executive Session. The General Council is authorized to prepare an agreement or agreements consistent with such terms, the Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement(s), and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

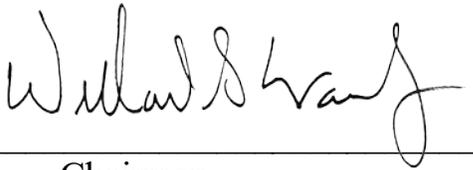
RESOLUTION NO. 22177

Background

To avoid litigation and potential operational risks, it is in the best interest of The Illinois State Toll Highway Authority to enter into a settlement agreement with F.H. Paschen, S.N. Nielsen & Associates LLC (“Paschen”) to amicably resolve payment claims for certain asphalt pavement patching repair work work Walsh performed on the Central Tri-State Corridor.

Resolution

The proposed settlement is approved consistent with the terms and conditions presented to the Board of Directors in Executive Session. The General Council is authorized to prepare an agreement or agreements consistent with such terms, the Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement(s), and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22178

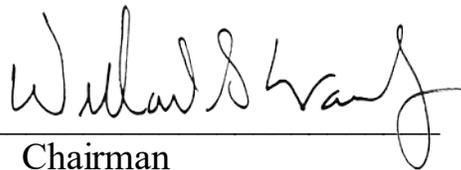
Background

To avoid litigation and potential operational risks, it is in the best interest of The Illinois State Toll Highway Authority to enter into a settlement agreement with Martam Construction Company, Inc. (“Martam”) to amicably resolve payment claims for certain asphalt pavement patching repair work Martam performed on the Central Tri-State Corridor.

Resolution

The proposed settlement is approved consistent with the terms and conditions presented to the Board of Directors in Executive Session. The General Council is authorized to prepare an agreement or agreements consistent with such terms, the Chairman and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement(s), and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman