

RESOLUTION NO. 22379

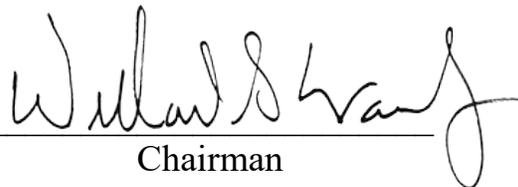
Background

The Illinois State Toll Highway Authority (“Tollway”) previously purchased Technology Professional Services (“Contract No. 13-0218”) from SDI Presence LLC. The Tollway requires additional Technology Professional Services. It is in the best interest of the Tollway to amend Contract 13-0218 and increase the upper limit of compensation by an amount not to exceed \$1,000,000.00.

Resolution

The amendment and associated increase to the upper limit of compensation of Contract No. 13-0218 for the purchase of additional Technology Professional Services from SDI Presence LLC is approved in an amount not to exceed \$1,000,000.00, increasing the upper limit of compensation from \$35,284,000.00 to \$36,284,000.00. 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, and 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. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22380

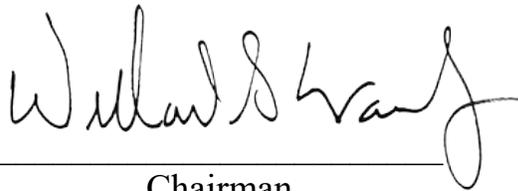
Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Electrical Supplies. Pursuant to the Tollway’s Invitation for Bid No. 21-0096R, the Tollway has determined that J. P. Simons & Co. is the lowest responsive and responsible bidder for Electrical Supplies for an upper limit of compensation not to exceed \$188,595.60 for an initial two-year term and an amount not to exceed \$188,595.60 for a possible two-year renewal term.

Resolution

The bid from J. P. Simons & Co. for the purchase of Electrical Supplies is accepted. Contract No. 21-0096R is approved in an amount not to exceed \$188,595.60 for an initial two-year term and an amount not to exceed \$188,595.60 for a possible two-year renewal term. The Chairman and Chief Executive Officer or the Executive Director 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 of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 22381

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4816 for Landscape Planting Improvements on the Veterans Memorial Tollway (I-355) between Mile Post 12.0 (I-55) and Mile Post 19.25 (Ogden Avenue). The lowest responsive and responsible bidder on Contract No. RR-21-4816 is Natural Creations Landscaping, Inc. in the amount of \$674,357.00.

Resolution

Contract No. RR-21-4816 is awarded to Natural Creations Landscaping, Inc. in the amount of \$674,357.00, 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. 22382

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4741 for Utility Relocation under Union Pacific Railroad on the Elgin O’Hare Western Access Tollway (I-490) at Mile Post 0.36. The lowest responsive and responsible bidder on Contract No. I-21-4741 is Meru Corporation in the amount of \$1,189,050.82.

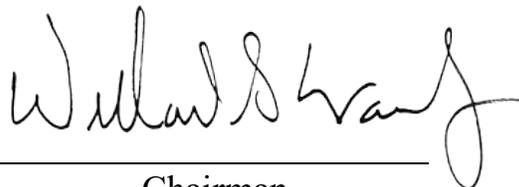
Resolution

Contract No. I-21-4741 is awarded to Meru Corporation in the amount of \$1,189,050.82, 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. 22383

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4817 for Replacement of Noise Abatement Wall on the Tri-State Tollway (I-294) between Mile Post 27.3 and Mile Post 27.5 (Ogden Avenue ramp). The lowest responsive and responsible bidder on Contract No. I-21-4817 is Areatha Construction Co., Inc. in the amount of \$1,752,225.25.

Resolution

Contract No. I-21-4817 is awarded to Areatha Construction Co., Inc. in the amount of \$1,752,225.25, 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: William S. Kravitz
Chairman

RESOLUTION NO. 22384

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4822 for Structural Rehabilitation on the Tri-State Tollway (I-294) at Mile Post 40.8 (I-90) and Illinois Route 390 Tollway (IL 390) between Mile Post 7.14 (Gary Avenue) and Mile Post 15.27 (Lively Boulevard). The lowest responsive and responsible bidder on Contract No. RR-21-4822 is Path Construction Company, Inc. in the amount of \$2,627,627.95.

Resolution

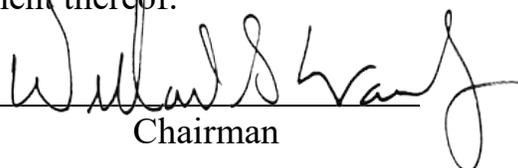
Contract No. RR-21-4822 is awarded to Path Construction Company, Inc. in the amount of \$2,627,627.95, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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. 22385

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4826 for Material Fabrication and Storage for Intelligent Transportation Systems (ITS) on the Tri-State Tollway (I-294) between Mile Post 17.8 (95th Street) and Mile Post 23.8 (Flagg Creek). The lowest responsive and responsible bidder on Contract No. I-21-4826 is Hecker and Company, Inc. in the amount of \$1,305,419.14.

Resolution

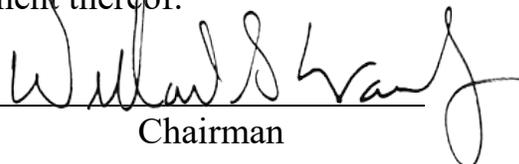
Contract No. I-21-4826 is awarded to Hecker and Company, Inc. in the amount of \$1,305,419.14, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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. 22386

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4594 for Roadway and Bridge Construction on the Tri-State Tollway (I-294) at 88th Avenue and Cork Avenue Interchange. The lowest responsive and responsible bidder on Contract No. I-21-4594 is Lorig Construction Company in the amount of \$9,277,464.15.

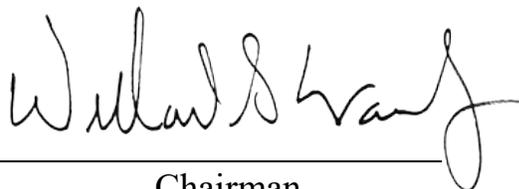
Resolution

Contract No. I-21-4594 is awarded to Lorig Construction Company in the amount of \$9,277,464.15, 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. 22387

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4827 for Pavement Rehabilitation on the Tri-State Tollway (I-94) between Mile Post 21.90 (Half Day Road) and Mile Post 15 (Atkinson Road). The lowest responsive and responsible bidder on Contract No. RR-21-4827 is Plote Construction, Inc. / Peter Baker & Sons & Co. (JV) in the amount of \$30,858,814.69.

Resolution

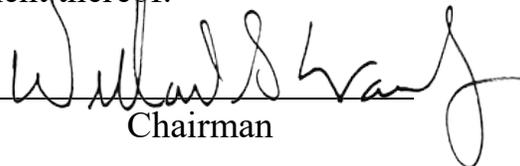
Contract No. RR-21-4827 is awarded to Plote Construction, Inc. / Peter Baker & Sons & Co. (JV) in the amount of \$30,858,814.69, subject to all required approvals, the contractor satisfying applicable DBE, financial and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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. 22388

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-21-4819 for Pavement and Shoulder Rehabilitation on the Tri-State Tollway (I-294) between Mile Post 23.8 (Flagg Creek) and Mile Post 29.2 (Cermak Road). The lowest responsive and responsible bidder on Contract No. RR-21-4819 is Plote Construction, Inc. in the amount of \$17,261,000.00.

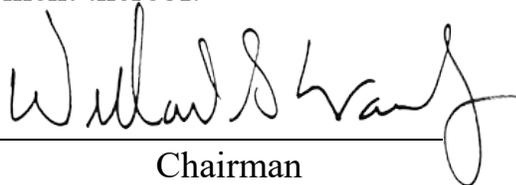
Resolution

Contract No. RR-21-4819 is awarded to Plote Construction, Inc. in the amount of \$17,261,000.00, 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. 22389

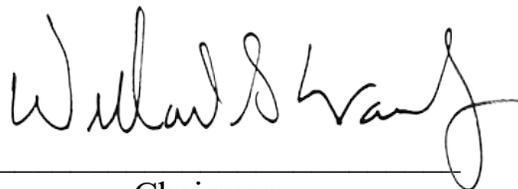
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21978 approved on March 26, 2020, entered into Contract No. I-19-4491 with Walsh Construction Company II, LLC for I-55 Ramp A Bridge Construction on the Tri-State Tollway (I-294) between Mile Post 24.0 (I-55 ramps) and Mile Post 24.5 (Plainfield Road). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-19-4491, by an amount not to exceed \$450,000.00, to provide for repairs to roadway appurtenances, specifically, attenuators at Plaza 37. 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 compensation on Contract No. I-19-4491 in an amount not to exceed \$450,000.00.

Resolution

An Extra Work Order in the amount of \$450,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4491, increasing the upper limit of compensation from \$26,474,271.50 to \$26,924,271.50, 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

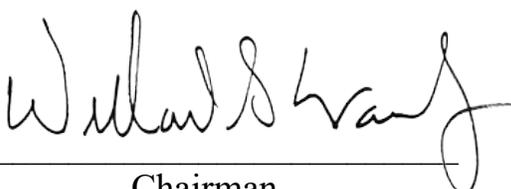
RESOLUTION NO. 22390

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22228 approved on April 22, 2021, entered into Contract No. RR-20-4555 with Lorig Construction Company for Bridge Replacement on the Tri-State Tollway (I-294) Plainfield Road over I-294 and Flagg Creek, Mile Post 24.3 to Mile Post 24.6. It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. RR-20-4555, by an amount not to exceed \$625,000.00, to provide for additional earthwork and berm removal. 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 compensation on Contract No. RR-20-4555 in an amount not to exceed \$625,000.00.

Resolution

An Extra Work Order in the amount of \$625,000.00 and a commensurate increase in the upper limit of compensation on Contract No. RR-20-4555 (increasing the upper limit of compensation from \$21,443,857.21 to \$22,068,857.21) 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. 22391

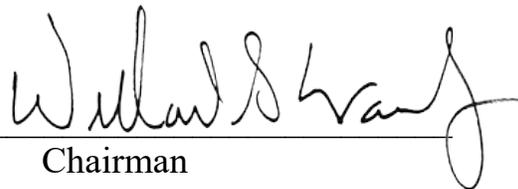
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services Upon Request on Contract No. RR-21-4800, Systemwide. TranSystems Corporation submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$5,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The acting Chief Engineering Officer is authorized to negotiate an agreement with TranSystems Corporation to obtain Construction Management Services Upon Request on Contract No. RR-21-4800 with an upper limit of compensation not to exceed \$5,000,000.00, 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. 22392

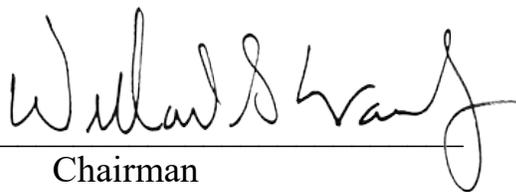
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management Services Upon Request on Contract No. I-21-4805 on the Tri-State Tollway (I-294). Patrick Engineering, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The acting Chief Engineering Officer is authorized to negotiate an agreement with Patrick Engineering, Inc. to obtain Construction Management Services Upon Request on Contract No. I-21-4805 with an upper limit of compensation not to exceed \$3,000,000.00, 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. 22393

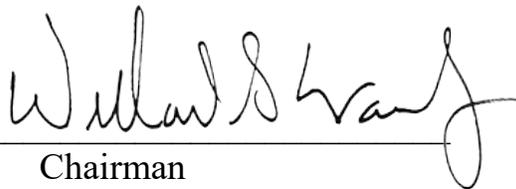
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services Upon Request on Contract No. I-21-4812 on the Tri-State Tollway (I-294). ABNA Engineering, Inc. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The acting Chief Engineering Officer is authorized to negotiate an agreement with ABNA Engineering, Inc. to obtain Design Services Upon Request on Contract No. I-21-4812 with an upper limit of compensation not to exceed \$3,000,000.00, 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. 22394

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Safety Appurtenance Parts. Pursuant to the Tollway’s Invitation for Bid No. 20-0206R, the Tollway has determined that Cicero Mfg. & Supply Co., Inc. is the lowest responsive and responsible bidder for Safety Appurtenance Parts for an upper limit of compensation not to exceed \$1,204,629.10.

Resolution

The bid from Cicero Mfg. & Supply Co., Inc. for the purchase of Safety Appurtenance Parts is accepted. Contract No. 20-0206R is approved in an amount not to exceed \$1,204,629.10. 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 of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chairman

RESOLUTION NO. 22395

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) as part of the EOWA Project (“Project”). The Tollway and the City of Chicago (“City”) entered into an Intergovernmental Agreement (“IGA”) that identifies O’Hare Airport (“Airport”) property the Tollway needs to construct and operate I-490. The IGA requires the City to convey approximately 193 acres of property, in fee simple or permanent easement, to the Tollway as well as grant the Tollway temporary easements to approximately 329 acres of property. The required realignment of the southern portion of I-490 (which involves shifting a segment of the toll highway onto Airport property) requires the Tollway to acquire additional Airport property, approximately 21.62 acres (941,876 square feet). The Tollway and City have agreed on a fair market value of \$11,773,452 (\$12.50/square foot) for the additional property.

Also, to timely implement the Project, it is necessary that the City perform certain Project-related work. Accordingly, the Tollway agreed to reimburse the City for the actual costs it incurs to perform such work. To date, the City has incurred reimbursable costs relating to earthwork, road relocation, relocation of the perimeter fence and other work. In the future, the City will incur reimbursable costs relating to utility relocations, runway work, and professional and/or consultant services, among other things. The parties have estimated that reimbursable costs will total approximately \$5,000,000. Total compensation to the City pursuant to this First Addendum will be approximately \$16,773,452, depending on the City’s actual, reimbursable costs.

It is in the best interest of the Tollway to enter into a First Addendum to the IGA to memorialize the Tollway and City’s further understandings regarding the Project.

RESOLUTION NO. 22395

Resolution – continued

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare a First Addendum to the IGA between Tollway and the City 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: William S. Kravitz
Chairman

**FIRST ADDENDUM to INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND THE CITY OF CHICAGO
REGARDING THE ELGIN O'HARE WESTERN ACCESS PROJECT**

This First Addendum to Intergovernmental Agreement ("*Addendum*") is made and entered into as of _____, 2022 by THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois ("*Tollway*") and the CITY OF CHICAGO, an Illinois home rule municipality ("*City*").

RECITALS

WHEREAS, on April 14, 2017, the City and Tollway (collectively, "*Parties*") entered into an Intergovernmental Agreement ("*Agreement*") to define their respective responsibilities relative to the Elgin-O'Hare Western Access Project ("*EOWA Project*"), which is a Project of National and Regional Significance (i.e., a project that has national and regional benefits, including economic, congestion relief and safety) as designated by the United States Department of Transportation and the Federal Highway Administration ("*FHWA*");

WHEREAS, as a material inducement for the City's execution of the Agreement, it was understood and agreed that the EOWA Project would not cause material adverse impacts, even by temporary intrusion or construction interference, on operations at O'Hare International Airport ("*Airport*"), including but not limited to airfield and runway operations, surrounding navigable airspace and protected surfaces, or any runway classification, instrument rating, or other utility or capability of any runway;

WHEREAS, after reviewing the Environmental Impact Statement ("*EIS*") for the EOWA Project pursuant to the National Environmental Protection Act ("*NEPA*"), the FHWA and the Federal Aviation Administration ("*FAA*") issued a joint Record of Decision ("*ROD*"), subsequent to which the Illinois Department of Transportation ("*IDOT*") and the Tollway prepared and submitted EIS Re-Evaluation documents to the FHWA and FAA to address changes to the EOWA Project that were proposed after the ROD was issued;

WHEREAS, following issuance of the ROD, Soo Line Railroad Company d/b/a Canadian Pacific Railway's ("*CP*") filed suit in the Surface Transportation Board ("*STB*") to challenge alleged impacts the Tollway's original design for the southern leg of I-490 (approved pursuant to the initial ROD) would have on CP's Bensenville Yard, and the Tollway filed a related action in federal court;

WHEREAS, to settle the lawsuits, the Tollway proposed realignment of the southern leg of I-490, thereby shifting a segment of the roadway footprint north of the CP's Bensenville Yard onto a portion of Airport property adjacent to Illinois Route 19 ("*Revised I-490 South Leg*"), as depicted on Exhibit G;

WHEREAS, the primary remaining EIS Re-Evaluation element on which approval is pending concerns the Revised I-490 South Leg, which includes, but is not limited to, construction of a roadway that will carry both I-490 and Illinois Route 19 traffic between York Road and Taft Avenue, relocation of the O'Hare Airport Perimeter Road and Air Operations Area ("*AOA*") Fence located along the southern boundary of the Airport, reconfiguration of the South Access Road intersection with Illinois Route 19, reconfiguration of the Taft Avenue intersection at Illinois Route 19, reconfiguration of the access to the South Airport Surveillance Radar ("*South ASR-9*"), modification of the Runway 10R/28L ALSF-2 system, associated utility relocations, and all other work associated with the plans and specifications;

WHEREAS, while the Tollway has represented to the City that the proposed Revised I-490 South Leg is its preferred plan for the southern leg of the I-490 Project and that the proposed Revised I-490 South Leg can be designed and constructed without Permanent Impact to Airport operations, including, but not limited to, airfield and runway operations; surrounding navigable airspace and protected surfaces as defined in 14 C.F.R. Part 77 and by the FAA; or any runway classification, instrument rating or other utility or capability of any runway (specifically including the operations and capabilities of Runway 10R/28L), the Tollway recognizes that its preferred plan for construction of the Revised I-490 South Leg may cause material temporary impacts to Runway 10R/28L, including the potential loss of capabilities of the Instrument Landing System (“*ILS*”) serving the runway, for a temporary, but not permanent, period of time (“*Temporary Runway 10R/28L Impact*”);

WHEREAS, subsequent to the Parties’ execution of the Agreement, in addition to the Tollway’s development of the proposed Revised I-490 South Leg, the Tollway’s design and construction planning for certain additional elements of the EOWA Project have proceeded in a manner that requires the Tollway to request the City’s accommodation and coordination on short-term Airport operational impact during construction that is not permanent in nature, including but not limited to reconfiguration, respacing and/or relocation of certain ALSF-2 system facilities serving Runways 9L/27, 10L/28R, and 10C/28C;

WHEREAS, in addition to the Temporary Runway 10R/28L Impact and short-term operational impact during modification of the ALSF-2 system facilities serving Runways 9L/27, 10L/28R and 10C/28C, the Revised I-490 South Leg also requires the Tollway to seek title to additional property and additional property rights in Airport property from the City in the form of fee ownership, permanent easement and temporary construction easement property (“*City Transfer Property*”) in the location and manner depicted on Exhibit A;

WHEREAS, the Parties understand and acknowledge that the property in which the Tollway seeks title and property rights is currently obligated for use for Airport purposes pursuant to an FAA-approved Airport Layout Plan (“*ALP*”) attached to the Agreement as Exhibit C, and further acknowledge that the City is obligated to the FAA under certain Airport Sponsor Assurances (“*Grant Assurances*”) which, among other things, prohibit the City from causing or permitting any activity or action on Airport property which would interfere with said Airport property use for Airport purposes. Therefore, the City must obtain FAA approval to convey title and property rights to the Tollway for the purposes sought;

WHEREAS, to support requests for all relevant or required approvals by the FAA of the EIS Re-Evaluation, the Revised I-490 South Leg, the related Airport operational impacts, and associated title and property rights sought by the Tollway, the City and Tollway desire to define (i) the process, responsibilities and tolerable limitations as to the Temporary Runway 10R/28L Impact and any other Temporary Construction Impact in relation to operations at the Airport, and (ii) a process whereby operational impacts or interruptions exceeding such temporary agreeable tolerances shall be immediately ceased, discontinued and rectified such that, as soon as possible, Airport operations are restored and returned to operating conditions at no less service than prior to such impact or interruption or reasonably agreed to by the Parties;

WHEREAS, the City is completing the O’Hare Modernization Program (“*OMP*”), including construction of Runway 9C/27C and the Runway 9R/27L extension, and advancing planning and development of the O’Hare 21 capital improvement program (“*O’Hare 21*”), which includes a series of improvements to the Airport to meet projected air transportation demand including new expanded terminal and gate facilities and employee parking;

WHEREAS, the Parties agree that both the OMP and the EOWA Project have established implementation schedules that require the cooperation and timely involvement of the other Party for completion in accordance with such schedules;

WHEREAS, as part of the OMP, the City's extension of Runway 9R/27L includes the construction of a portion of the Runway 9R ALSF-2 system and associated infrastructure within the limits of existing Tollway property located west of York Road and south of Supreme Drive as depicted on Exhibit H. The improvements on Tollway property include construction of an ALSF-2 system installation (i.e., bridge, lightbars, electrical connections, etc.), installation of a pedestrian bridge, vehicular access from Supreme Drive, parking area, and drainage modifications at Willow Creek. These improvements require the City to seek property rights in Tollway property in the form of permanent easement and temporary construction easement ("*Tollway NAVAID Property*");

WHEREAS, in addition to the OMP and O'Hare 21, the City is advancing planning of a Western Landside Reserved Area ("*WLRA*") for development compatible with western access to the Airport;

WHEREAS, the Parties agree that the WLRA site requires construction to manage soil stockpiles in order to enable subsequent economic development and access to the western portion of the Airport and that the scope of the WLRA site work described in Section 15.H. ("*WLRA Soil Project*"), including without limitation modification of portions of the Airport Perimeter Road and AOA Fence and construction of detention basins, will be performed by the Tollway to accommodate western access to the Airport and the City's future development at the WLRA, including but not limited to, a circulation road, parking facilities and other necessary improvements;

WHEREAS, the Parties desire to define the process and requirements for documenting certain of their respective maintenance and jurisdictional responsibilities associated with the EOWA Project and the OMP, as generally depicted on Exhibit I;

WHEREAS, the EOWA Project includes improvements to, in and around Touhy Avenue, specifically reconstruction and relocation of the south leg of the Mount Prospect Road and Touhy Avenue intersection and construction of a sidewalk and shared-use path within the City's municipal limits ("*Touhy Avenue Improvements*");

WHEREAS, Letters of Understanding ("*LOU*") are required between the City and the Cook County Department of Transportation and Highways ("*CCDOTH*") and between the City and IDOT to define certain maintenance responsibilities for Mount Prospect Road south of Touhy Avenue and the sidewalk and shared-use path within the City's municipal limits;

WHEREAS, the EOWA Project also includes relocation of the existing access road to the South ASR-9, as depicted on Exhibit J, which road will extend from Taft Avenue under I-490 northbound and southbound bridges and the Union Pacific Railroad ("*UPRR*") bridge over the CP Bensenville Yard and will be located on City, UPRR and Tollway property, each of which will require use of the road for access to the South ASR-9, the UPRR bridge and the I-490 bridge;

WHEREAS, the Parties agree that unless otherwise modified by this Addendum, the Agreement is still in effect;

WHEREAS, the Parties desire to enter into this Addendum, which is authorized by Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

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

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

WHEREAS, the City has authorized execution of this Addendum pursuant to an Ordinance approved by the City of Chicago Council on _____, 2022;

NOW, THEREFORE, in consideration of the covenants and conditions to be fulfilled by the Tollway and the City as hereinafter set forth, the Parties agree as follows:

Section 1. INCORPORATION OF RECITALS

The Recitals set forth above are by this reference incorporated as substantive provisions of this Addendum.

Section 2. DEFINITIONS

Notwithstanding any definitions in the Agreement, as used in this Addendum, the following words and terms have the meanings set forth below.

“3-in, 3-out” means the EOWA Project improvements at the Illinois 390 and I-490 system interchange including three-lane ingress to the Airport and three-lane egress from the Airport. See below Section 25.A.

“Added” means that the Section or Paragraph designated as such is new and being added to the Agreement through this Addendum.

“Addendum Effective Date” means the date first above written, i.e., _____, 2021.

“Agreement” means the April 14, 2017 Intergovernmental Agreement between the City and Tollway regarding their respective responsibilities relative to the EOWA Project.

“Airport Stakeholders” means the FAA, airline companies and their representatives.

“ALSF-2” means High Intensity Approach Lighting System with Sequenced Flashing Lights.

“Alternate Design Variant” has the meaning set forth in below Section 22.C(1).

“AOA” means Air Operations Area.

“CAT I/II/III” has the meaning set forth in below Section 22.B(3).

“CCDOTH” means Cook County Department of Transportation and Highways.

“CCDD” has the meaning set forth in below Section 14(H)(1)(a)(i)(5).

“CDA Reciprocal Access Easement Agreement” has the meaning set forth in below Section 23.C.

“Closing” means a real estate closing on conveyances of title or property rights in City Transfer Property and Tollway NAVAID Property. The Parties may conduct Closings from time to time as various parcels of City Transfer Property or Tollway NAVAID Property meet the conditions precedent to Closing. See below Sections 5, 6, 7, 8 and 9 of this Addendum.

“Compensation” has the meaning set forth in below Section 5.A.

“CP” means Soo Line Railroad Company d/b/a Canadian Pacific Railway.

“Deleted” means that the Section or Paragraph designated as such is hereby stricken from the Agreement.

“Designated Individual” has the meaning set forth in below Section 26.A.

“EIS Re-Evaluation” means Environmental Impact Statement Re-Evaluation.

“Executive Coordination Group” has the meaning set forth in below Section 26.A.

“FHWA” means Federal Highway Administration.

“I-490” means the Western Access element of the EOWA Project, i.e., the proposed toll highway along the western and southern boundaries of the Airport connecting I-90 to I-294 and providing western access into the Airport. “I-490” replaces “Illinois Route 490” as defined and used in the Agreement.

“I-490 Ramps to/from Airport” means future EOWA Project improvements at the Illinois Route 390 and I-490 interchange, including ramps connecting I-490 with the Western Landside Reserved Area, as determined to be required based on the City and Tollway development needs. See below Sections 3 and 25.

“ILS” means Instrument Landing System.

“LOU” means Letter of Understanding.

“LUR” means Land Use Release defined as FAA approval of the conveyance of fee ownership, permanent easement, and/or temporary construction easement property and title rights from the City to the Tollway.

“NAS” means National Airspace System.

“OE/AAA” has the meaning set forth in below Section 22.C(2).

“OUGS” has the meaning set forth in below Section 22.C(2).

“OUNPPM” has the meaning set forth in below Section 22.C(2).

“Permanent Impact” means permanent change or limitation on Airport operations, as compared to pre-construction conditions, after completion of EOWA Project construction including, but not limited to, change or limitation to airfield and runway operations; surrounding navigable airspace and protected surfaces as defined in 14 C.F.R. Part 77 and by the FAA; or any runway classification, instrument rating or other utility or capability of any runway (specifically including the operations and capabilities of Runway 10R/28L).

“Replaced” means that the Section or Paragraph designated as such replaces that same Section or Paragraph as included in the Agreement.

“Revised I-490 South Leg” means the proposed I-490 roadway corridor from Taft Avenue to Illinois Route 19, which carries both I-490 and Illinois Route 19.

“Revised I-490 South Leg Design Variant” means the design option pursued by the Tollway for the Revised I-490 South Leg, which includes the proposed I-490 roadway corridor

from Taft Avenue to Illinois Route 19 and the Airport Perimeter Road as open, non-covered roadways.

“ROFA” has the meaning set forth in below Section 22.A.

“RPZ” has the meaning set forth in below Section 22.A.

“RSA” has the meaning set forth in below Section 22.A.

“South ASR-9” means South Airport Surveillance Radar.

“South I-490 Master Plan” means 15% complete design plans for the Revised I-490 South Leg provided for City review in December 2019. See below Section 22.C(1).

“Temporary Construction Impact” means temporary change or limitation on Airport operations as compared to pre-construction conditions, during EOWA Project construction that is not permanent in nature. Temporary Construction Impacts will be evaluated through the industry standard OE/AAA process including FAA form 7460-1 Notice of Proposed Construction. Temporary Construction Impacts include, but are not limited to, any impacts defined under Permanent Impacts, and only will occur during EOWA Project construction.

“Temporary Runway 10R/28L Impact” means Temporary Construction Impact to Runway 10R/28L to enable implementation of the Revised I-490 South Leg and associated ALSF-2 system modification, and if so required and/or determined necessary by the FAA, may include temporary outage of the ILS and/or closure of the runway during one or more periods while construction of the Revised I-490 South Leg is proceeding, including for modification of the Runway 10R/28L ALSF-2 system.

“Tollway NAVAID Property” means property interests that the Tollway will transfer to the City that include, but are not limited to fee title, permanent easements, or temporary construction easements.

“UPRR” means Union Pacific Railroad.

“Western Access Interchange (“WAI”)” means Illinois Route 390 and I-490 system interchange.

“WLRA” means the City’s Western Landside Reserved Area.

“WLRA Soil” has the meaning set forth in below Section 15.A.

“WLRA Soil Project” means the work to be performed by the Tollway at the WLRA, including removal of WLRA Soil as described in Section 15.H., modification of portions of the Airport Perimeter Road and AOA Fence, and construction of detention basins to accommodate western access to the Airport and the City’s future development at the WLRA.

“Workplan” has the meaning set forth in below Section 22.B(4).

“Zone B” has the meaning set forth in Section 15.H.(1)

Section 3. CONDITIONS OF AGREEMENT

A. “Navigational Aids (Replaced)”. The Parties understand that certain navigational aids for Runway 9C/27C and the extension of Runway 9R/27L, including ALSF-2 system facilities, conceptually depicted in the ALP attached to the Agreement as Exhibit C, will need to be constructed and located in and near the City Transfer Property following the City’s transfer or grant of rights in that Property to the Tollway. In addition, Runway 9R/27L navigational aids will

be constructed on Tollway NAVAID Property following the Tollway's transfer or grant of rights in that Property to the City. The City is responsible for updating the ALP as necessary to include I-490 and associated EOWA Project improvements.

B. No Conflict with Western Access (Added). The EOWA Project improvements at the WAI include local and IL 390 access to and from the Airport (i.e., 3-in, 3-out) and, as part of future phases of work, ramps connecting the Airport to and from I-490 (i.e., I-490 Ramps to/from Airport) as depicted on Exhibit H and described further in Section 25. As part of this Addendum, the City agrees to the proposed location and configuration of the WAI ramps and concurs that the configuration is compatible with the City's future development at the WLRA.

C. Negative Impacts (Replaced). The Parties understand that aside from acceptable Temporary Construction Impact and Temporary Runway 10R/28L Impact, the EOWA Project, the Touhy Avenue Improvements and the Lee Street Improvements will not cause Permanent Impacts on Airport operations after construction. Except for treatment of Runway 14R/32L, as provided in Subsection 5C of the Agreement, to the extent the FAA determines that the EOWA Project, the Touhy Avenue Improvements, the Lee Street Improvements, the conveyance of any City Transfer Property or Subsequently Identified Property may cause Permanent Impacts, the Tollway must cooperate with the City to alleviate such Permanent Impacts, including preparing design alternatives and revising the proposed City Transfer Property, in a manner sufficient to allow the EOWA Project, the Touhy Avenue Improvements and the Lee Street Improvements to proceed while eliminating Permanent Impacts on existing and planned Airport runway operations and facilities. As designed, the construction of the EOWA Project may result in Temporary Construction Impacts on Airport operations due to work associated with modification of the ALSF-2 systems for Runway 9L/27R, Runway 10C/28C and Runway 10L/28R. Prior to any temporary interference with aircraft or operations related to the Airport necessitated by construction for the EOWA Project, the Tollway must coordinate with the City on circumstances and obtain acknowledgement by FAA via written aeronautical determination. The Parties understand that a Temporary Runway 10R/28L Impact, as further contemplated in Section 23.A., may become necessary to enable construction of the Revised I-490 South Leg.

Section 4. APPROVAL OF PARCELS COMPRISING CITY TRANSFER PROPERTY; SUBSEQUENTLY IDENTIFIED PROPERTY

B. Approvals of Subsequently Identified Property

- (1) (Replaced) The Tollway will request a conveyance and provide the City with draft conveyance documents for that parcel, including a legal description, a form of deed or easement, and if applicable the scope of easement rights.
- (6) (Replaced) For any Subsequently Identified Property approved by the City within 36 months after the Addendum Effective Date, the compensation will be: (a) \$12.50 per square foot of land area for a parcel transferred in fee simple or for a grant of a permanent easement (other than parcels within LUR#1); and (b) \$0 for a grant of a temporary construction easement. For any Subsequently Identified Property approved by the City more than 36 months after the Addendum Effective Date, additional compensation, if any, will be determined by subsequent agreement of the Parties.

Section 5. COMPENSATION FOR PROPERTY TITLE AND RIGHTS

A. Compensation (Replaced). The Parties agree that the Tollway will pay the City \$107,773,452, which consists of \$19,529,604 for the parcels within LUR#1 (as defined below) and \$88,243,848 for all remaining parcels not otherwise included within LUR#1 ("Compensation").

The Parties agree that the Compensation is the full and complete consideration for all transfers and grants of Fee Parcels, Permanent Easements and Temporary Construction Easements of the City Transfer Property.

B. Strict Joint Order Escrow Account; Disbursement of Compensation (Replaced). Compensation will be disbursed from the Tollway to the City at the real estate closing(s) of title or property rights in City Transfer Property. Closing funds will be disbursed to the City proportionately for the conveyance of City Transfer Property at the time of Closing based on the total square feet of land included in the Fee Parcels or Permanent Easement Parcels being conveyed at the Closing, except that the disbursement of Closing funds at the final Closing (i.e., the Closing at which the last City Transfer Property is conveyed to the Tollway) will be adjusted so that all, but not more than all, of the Compensation has been disbursed to the City. Closing funds will be disbursed to the City proportionately for each Closing by multiplying the “Unit Value” as defined in this Subsection B by the total square feet of land included in the Fee Parcels or Permanent Easement Parcels being conveyed at the Closing. A Unit Value of \$11 per square foot will be applied to the Fee Parcels and Permanent Easement Parcels included in LUR #1 (described below) that have a total land area of 1,775,418 square feet and have been approved for release by the FAA. As depicted in Exhibit A, the remaining Fee Parcels and Permanent Easement Parcels (excluding LUR #1) have a total land area of 7,059,508 square feet and a Unit Value of \$12.50 per square foot will be applied to the total square feet of land included in these remaining parcels to be conveyed at the Closing(s) (excluding parcels within LUR#1).

The Tollway will submit information required to support the LUR to the City for review and submittal to the FAA. Upon receipt of the LUR documentation, the City agrees to provide initial comments within two (2) weeks to the Tollway, and the Tollway agrees to address said comments and reply within two (2) weeks to the City. Unless the Parties otherwise agree in writing after the Addendum Effective Date, the City shall promptly submit completed LUR requests (completeness as determined by the City after consultation with the FAA) to the FAA and associated Closings must occur as follows:

- (1) Closing on City Transfer Property Parcels P16, P17, P18, P19, P20 and TE-P20 will occur as soon as possible because the FAA has approved those parcels. The associated LUR shall be designated as “LUR #1” as depicted on Exhibit A1.
- (2) Closing on City Transfer Property Parcels P8, P9, P10, P11, TE-P11, P12, P13, P14, P15, PY1, PY2, 2B, 14, 15, 15B, 15C, 16, 17, 18, P7A, TE-P7A, TE-P8, TE-P8a, TE-2020-1, TE-2020-2, TE-2018-1, TE-2018-2, TE-2018-3, TE-2018-4, and TE-2018-6 within 30 days after FAA Approval of those parcels. The associated LUR shall be designated as “LUR #2” as depicted on Exhibit A2.
- (3) Closing on City Transfer Property Parcels P1, P2, P3, P4, P5, TE-P5, P6, P7B, TE-P7B, 11, 12, 2021-4, 2021-5A, 2021-5B, 2021-6A, 2021-6B, 2021-7, and 2021-8A and 2021-8B, and NW-7B-13-001 within 30 days after FAA Approval of those parcels. The associated LUR shall be designated as “LUR #3” as depicted on Exhibit A3.
- (4) Closing on City Transfer Property Parcels 10C, 13, 2021-1, 2021-2, 2021-3 within 30 days after FAA Approval of those parcels. The associated LUR shall be designated as “LUR #4” as depicted on Exhibit A4.

Section 6. PROPERTY CONVEYANCES

G. Tollway Property Conveyance (Added). The Tollway will convey necessary interests within the Tollway NAVAID Property to the City by Permanent Easement and any

necessary Temporary Construction Easement in accordance with compensation identified in Section 4.B(6). The City shall perform the survey work and prepare the required conveyance documents for review and approval by the Tollway.

Section 7. CONDITIONS PRECEDENT TO CLOSING

A. FAA Approval (Replaced). The City will make diligent efforts to secure all FAA Approvals required as a condition precedent to a Closing, and the Tollway will make diligent efforts to cooperate with the City's efforts to secure all such FAA Approvals. The following standards and process apply:

- (1) As the need to convey particular parcels of City Transfer Property arises, the City will promptly request FAA Approval required for the conveyance of rights in the parcels of City Transfer Property to be conveyed. Each request shall include all documents and information necessary, or requested by the FAA, for FAA Approval. Promptly after receipt of any written decision by FAA, the City will deliver a copy of the decision to the Tollway.
- (2) If the FAA initially withholds or denies the City's request for FAA Approval as to a parcel of City Transfer Property, the City, with the Tollway's assistance if necessary, will take all reasonable actions, including without limitation submitting revised parcel maps or plans, to secure FAA Approval of that parcel as soon as possible.
- (3) The Parties will keep each other fully apprised of communications with the FAA and assist one another in requesting decisions from FAA.
- (4) (Deleted.)

D. EIS Re-Evaluation (Added). The Parties understand that, prior to the City's submittal of an LUR request to the FAA, the FHWA and FAA, as applicable, shall have approved an EIS Re-Evaluation for the EOWA project, or portion thereof, involving the City Transfer Property parcels associated with the LUR request.

Section 8. CLOSINGS

No changes.

Section 9. CLOSINGS ON SUBSEQUENTLY IDENTIFIED PROPERTY

No changes.

Section 10. CONDITION OF CITY TRANSFER PROPERTY; ENVIRONMENTAL REMEDIATION

No changes.

Section 11. RIGHTS OF ENTRY

No changes.

Section 12. AOA PERIMETER FENCE AND ROAD RELOCATION; HOOK RAMP

C. York Road Flyover (Replaced). The Tollway will build the York Road Flyover at its expense as part of the EOWA Project. The York Road Flyover will provide egress access from

the Airport (“3-out”) as depicted on Exhibit H. The City has determined that the location of the York Road Flyover is compatible with the Airport. The location of roads connecting to the York Road Flyover east of the City Transfer Property will be determined by the City in coordination with and cooperation from the Tollway.

D. Illinois 390 Ingress (Added). The Tollway will build a ramp that will provide ingress access from Illinois Route 390 to the Airport (“3-in”) at its expense as part of the EOWA Project as depicted on Exhibit H. The City has determined that the location of the ramp is compatible with the Airport. The location of roads connecting to the ramp east of the City Transfer Property will be determined by the City in coordination with and cooperation from the Tollway.

E. Additional AOA Fence and Road Relocation WLRA and Runway 10R-28L (Added). The WLRA Soil Project and construction of the Revised I-490 South Leg require modification to the existing AOA Fence and Airport Perimeter Road at the WLRA and at Runway 10R/28L, as depicted on Exhibits H and N, respectively. The Tollway will be responsible for the design and construction of the modification to existing AOA Fence and Airport Perimeter Road in relation to the WLRA Soil Project (Section 15.H) and the Revised I-490 South Leg (Section 22), where the relocation is required for the work being performed by the Tollway and as limited to the areas identified on Exhibits H and N. The timing and process of the proposed relocations are described as follows:

- (1) Contracts and construction. The Tollway will prepare bidding and construction contract documents for the AOA Fence and Airport Perimeter Road relocation, which must comply with the design requirements of the City. The City will promptly review the documents and either provide written comments or approval. The Tollway thereafter will promptly bid the work, determine the lowest responsive and responsible Contractor in the best interests of the Tollway, award the contract, and supervise and manage the AOA Fence and Airport Perimeter Road relocation.
- (2) Cost. Costs for the AOA Fence and Airport Perimeter Road relocation will be borne by the Tollway. If the City and the Tollway agree that the City will undertake any portions of the AOA Fence and Airport Perimeter Road relocation, the Tollway will reimburse the City for the cost of the portions of such work the City performs.

Section 13. AIRPORT FACILITY RELOCATIONS

B. Airport Facilities, Utilities and Third-Party Installations (Added). Such work shall be performed in accordance with the General Utility Agreement executed between the Parties on October 9, 2020.

C. K-9 Training Facility (Added). On December 4, 2018, the City, the Chicago Police Department and the Tollway executed a Letter of Understanding, included as Exhibit K, that defines their respective responsibilities for the relocated K-9 Training Facility. The provisions of the December 4, 2018 LOU are hereby incorporated into the Agreement, and upon entering into this Addendum, the Commissioner of the Chicago Department of Aviation (“*CDA Commissioner*”) is authorized to execute the required agreements described below.

- 1) A memorandum of understanding concerning details agreed upon by the Chicago Department of Aviation and the Chicago Police Department relative to ownership, occupation, operations and maintenance responsibilities concerning the relocated K-9 Training Facility;

- 2) Any documentation deemed appropriate by the City to document the changing conditions in proximity to the existing pipeline facilities of the Northwest Suburban Municipal Joint Action Agency (“NSMJAWA”) as a result of the relocated K-9 Training Facility. The NSMJAWA 90” watermain is located on the K-9 Training Facility site on City property, as depicted on Exhibit K1.

Section 14. PLAN COORDINATION, REVISIONS.

A. Plans and Specifications (Replaced). The Tollway has been, and is, in the process of preparing plans and specifications for the EOWA Project, inclusive of the Revised I-490 South Leg. The Tollway will continue to submit to the City the plans and specifications regarding elements of the EOWA Project that affect the Airport. The City will cooperate with the Tollway in development of the plans and specifications and will respond promptly to questions and requests of the Tollway related to the plans and specifications. The City will review plans and specifications that impact Airport facilities or property, including the construction schedule included therein, and provide written comments and objections or a written statement indicating that the City has no comments within 30 days of receipt. The City and Tollway shall work cooperatively to address and resolve comments and objections. Except as set forth herein, if the Tollway does not receive comments or objections from the City or receive a request for an extension of time (which shall be reasonably considered) within the 30-day time period, the City’s lack of response shall mean the City has no further comments or objections to the plans and specifications. Neither the City’s provision of comments nor its failure to provide comments shall be viewed as sanctioning or otherwise approving matters within the jurisdiction of the FAA, which include without limitation, impacts on airfield and runway operations; surrounding navigable airspace and protected surfaces as defined in 14 C.F.R. Part 77 and by the FAA; or any runway classification, instrument rating, other utility or capability of any runway (specifically including the operations and capabilities of Runway 10R/28L and future Runway 9C/27C and the extension of 9R/27L) or other local, federal or state authority.

The Tollway will implement the design and construction of I-490 as part of multiple contracts in accordance with the schedule in Exhibit L.

The City will cooperate with the Tollway to coordinate with and notify all relevant Airport Stakeholders of the Tollway’s proposed work and the associated construction schedule sufficiently in advance of the commencement of work. The Tollway will provide information for, or participate in, such coordination at the request of the City and as necessary.

B. Touhy Avenue Improvements (Added). After construction of the Touhy Avenue Improvements is complete, the City agrees to assume responsibility for administration, control, reconstruction and maintenance of the portions of the Touhy Avenue Improvements located exclusively within the City of Chicago limits as depicted on Exhibit M, which include the relocated and realigned segment of Mount Prospect Road, street lighting along Mount Prospect Road south of Touhy Avenue, sidewalks along Old Higgins Road within the City of Chicago limits, and the shared use-path along the north side of Touhy Avenue within the City of Chicago limits. In addition, the City agrees to assume responsibility for the new storm sewers along Mount Prospect Road located within the City of Chicago limits, storm sewers at Guard Post #1, sanitary sewer and its appurtenances and drainage grates located within the City of Chicago limits, and Airport signage included as part of the Touhy Avenue Improvements. Upon entering into this Addendum, the CDA Commissioner is authorized to execute the below-described agreements, which are required for the Touhy Avenue Improvements:

- 1) Letter of Understandings between the City and IDOT and between the City and the Cook County Department of Transportation and Highways to document the

maintenance responsibilities described in the paragraph above. The City's failure to execute LOUs will not relieve the City of the responsibilities described in this paragraph.

- 2) An addendum to the existing easement agreement between the City and the City of Des Plaines to document the City of Des Plaines' relocated watermain and sanitary sewer on City property, as depicted on Exhibit M1.
- 3) Pipeline Easement Agreements between the City and petrochemical companies, including BP Pipelines (North America), Inc., Shell Pipeline Company LP, and West Shore Pipeline Company, including any affiliate thereof, to document the modification of facilities on City property, as generally depicted on Exhibit M2.

F. Anticipated Schedule (Added). The anticipated EOWA Project schedule is depicted on Exhibit L. The Parties agree to cooperate and diligently take necessary actions including, but not limited to, those specified in the Agreement and in this Addendum, as time is of the essence relative to the Tollway's construction of the EOWA Project.

Section 15. MANAGEMENT OF STOCKPILED SOIL

A. Stockpiled Soil Amounts (Added). Further, the City has identified additional Stockpiled Soil, generally located within the WLRA ("*WLRA Soil*"), which is required to be removed in conjunction with plans for future development by the City within the same area.

E. Stockpiled Soil Retained by the City (Replaced). The City will retain on City-owned property not more than the total volume of Stockpiled Soil beyond that which can be accommodated within stockpile parcel locations 16 and 17, as shown on Exhibit A, and the area immediately adjacent to and south of stockpile parcel location 16 (shown on Exhibit A). The Tollway may design plans and specifications to maximize the volume of Stockpiled Soil to be retained in the aforesaid locations, and the City will reasonably cooperate with the Tollway to implement such design plans, including issuance of permits and related effort, provided that all design plans and specifications and the location of Stockpiled Soil in the aforementioned locations on City-owned property will be undertaken and maintained in accordance with laws and regulations, including without limitation FAA regulations. Except as otherwise specifically provided in the Agreement or this Addendum, all sorting, relocation, placement, grading and disposal, including without limitation disposal of Hazardous Material, of Stockpiled Soil in the above locations as shown on Exhibit A, which may be used for the EOWA Project or the Touhy Avenue Improvements, including WLRA Soil, will be at the Tollway's sole expense.

H. WLRA Soil (Added). In support of the proposed development within the WLRA, the City has prepared a preliminary concept pertaining to the reconfiguration of the site terrain in the WLRA areas generally depicted on Exhibit H1, including details regarding the use and/or disposition of existing WLRA Soil materials to be impacted, sorted, disposed of and/or relocated to meet the City's long-term developments. The concept details envision the use and/or disposition of these materials, depending on their general classification and quality, for the formation of embankments and/or structural use. To assist coordination with the Tollway concerning elements of the EOWA Project in and proximate to the WLRA, the City has prepared a series of conceptual design documents defining the goals and requirements for the material management, including performance criteria to be used in the execution of the WLRA Soil Project (collectively, "*Concept Grading Plan*"), which are discussed below and depicted in concept in Exhibit H1.

The Parties agree that the execution of the WLRA Soil Project is compatible with and

required for the City to proceed with future development at the WLRA. The City is solely responsible for work subsequent to the Tollway's completion of the WLRA Soil Project, including but not limited to, a circulation road (depicted on Exhibit H), parking facilities and other necessary improvements.

As part of the WLRA Soil Project, the Tollway will dispose of, sort and relocate WLRA Soil in accordance with the Concept Grading Plan. For WLRA Soil and materials to be disposed of, the Tollway must identify off-Airport disposal sites and shall bear the cost of sorting, relocating, placing, grading and disposal, including without limitation disposal of Hazardous Material. The City will issue all City permits, temporary construction easements or other approvals, at no expense to the Tollway, which may be necessary for the Tollway to undertake sorting and relocation of WLRA Soil in accordance with the Concept Grading Plan.

1. Representations & Assumptions. The City has provided a preliminary concept as Exhibit H1, which guides the overall assumptions for the WLRA Soil Project, which includes:

a. Performance Criteria. The execution of the WLRA Soil Project (design and construction) will adhere to the overall goal of using on site materials, to the greatest extent possible, to build the City-designated lines and grades that will support the City's proposed future development of the WLRA. Sound engineering practice will be applied to determine the suitability and use of on site materials to ensure long-lasting and competent earthen foundations for the planned future improvements.

i. For general purposes, the materials expected to be found on site may be categorized within one of the following groups:

1. Unsuitable Material shall be any material determined to contain vegetable or organic matter, such as muck, peat, organic silt, topsoil or sod and will be considered not allowable to use in formation of embankments within the zone of structural influence ("*Zone B*"), which shall be defined as the 1:2 slope extending from the top outside edge of constructed embankment depicted on Exhibit H2. Such material, if capable of supporting vegetation, may be used in the top layers of embankment slopes.

2. Suitable Material shall be any uniform material which, based on its geotechnical characteristics, is deemed structurally fit to be used for construction of subgrade and embankment areas for roadways or building footprints, as represented on Exhibit H2.

3. Restricted Material shall be any material other than Unsuitable Material and other than Suitable Material. Restricted Material may be used only in the construction of embankments in areas outside of the roadways or building footprints (see Exhibit H1) and in Zone B as depicted in Exhibit H2.

4. Refuse Material shall be any non-hazardous solid waste. This material is not permitted in the formation of embankments of any kind. This material must be collected and transported to a processing or solid waste disposal site.

5. Clean Construction or Demolition Debris ("CCDD"). As defined in 415 ILCS 5/3.160(b), as amended, CCDD shall include

uncontaminated broken concrete without protruding metal bars, bricks, rock, stone or reclaimed asphalt pavement generated from construction or demolition activities. The use of this material must be selective, used at appropriate depths, and processed so as to ensure firm and stable embankments.

- ii. To the extent practical and based on the technical properties of the materials, implementation of the WLRA Soil Project will prioritize the use of materials within the following framework.
 1. For areas slated for buildings, roads and other surface improvements, the immediately underlying soils, as well as soils within the area of structural influence, must be capable of sustaining the proposed loads without experiencing unexpected or excessive settlement. The formation of embankments must be engineered to provide adequate and stable support and must be composed of Suitable Materials.
 2. For areas not slated for buildings, roads and other surface improvements, Zone B embankments may be constructed with materials of lesser structural qualities, including Restricted Materials, CCDD or Unsuitable Material as provided above. These embankments must be restored and finished with a layer of topsoil capable of sustaining vegetation so as to prevent erosion. The use of these materials is permitted with the understanding that embankments must be engineered to be stable and maintain their lines and grades over time.
 3. At the completion of the WLRA Soil Project, all areas must be restored in compliance with applicable regulatory requirements.
- iii. The Tollway must perform any and all site explorations necessary to determine the character and quantities of the Stockpiled Soil, as described in Section H.1.a.ii, and must develop an earthwork management strategy for the use, processing, movement and disposal of Stockpiled Soil and materials on the WLRA site. This earthwork management strategy shall be one of the deliverables included in the early design milestones for the execution of the WLRA Soil Project and is subject to the City's review and approval, which shall not be unreasonably withheld.
- b. Disposal. Characteristics of soil material requiring disposal are generally classified as Refuse Material, as described above. For purposes of the development of the Concept Grading Plan, it shall be assumed that Refuse Material represents 25%, by volume, of the WLRA Soil. If higher, the Parties will work together to revise the WLRA Soil Project, and the City shall develop two engineered alternatives that reduce the quantity of Refuse Material, as maximally as possible, that must be disposed of by the Tollway. The Tollway will review the engineered alternatives provided and determine, in its reasonable discretion, which alternative to proceed with as the basis for completing the WLRA Soil Project, and the City shall adjust the Concept Grading Plan, as necessary, to conform same to the Tollway's determination.
- c. Limitations on Undercuts. Subject to the foregoing, in performing the WLRA Soil

Project, the Tollway will construct to elevations given in the Concept Grading Plan. To the extent that Unsuitable Material is encountered below the excavation elevation limits established by the Concept Grading Plan, the Tollway will explore options to stabilize the in-situ soils to achieve the required embankments and cuts.

- d. Restriction on Import of Soil. To the extent that existing materials located within the WLRA are insufficient to construct embankments to the lines and grades shown on the Concept Grading Plan, the City and Tollway will revise the Concept Grading Plan, maximizing elevations to the greatest extent possible using on site materials that meet the Performance Criteria. The Tollway shall not be required to acquire soil or other materials to complete the WLRA Soil Project. However, to the extent necessary to complete the WLRA Soil Project in accordance with the revised the Concept Grading Plan, the Tollway will import soil or other materials from other Airport property.
2. Engineering. The Tollway will be responsible for procuring/engaging engineering services to prepare design and construction documents for the WLRA Soil Project, which will provide for handling and disposition of WLRA Soil in accordance with this Addendum except that the City shall be obligated to sign any hazardous waste manifests required for the disposal of any WLRA Soils that are Hazardous Material. The Tollway will engage the City in the development of the design and construction documents and will request the City's review at set design milestones, including, but not limited to, 30%, 60%, 90% and Issue for Bid. The City may request reasonable changes to the design and construction documents pertaining to the handling and disposition of WLRA Soil. The Tollway will take reasonable steps to accommodate the City's requests. If the City provides comments to the Tollway, the Tollway will revise the design and construction plans, as the Tollway determines necessary or appropriate, and submit revised plans, if any, to the City for further review. After receiving any revised plans, if the City has further comments, the City and the Tollway will promptly meet to discuss and resolve all matters related to the revised plans to the best of their ability. The Tollway will be responsible for documenting and reconciling, to the extent deemed necessary or appropriate, all comments received from the City.
3. Utilities. The Parties agree that the WLRA Soil Project will avoid disturbance or impact to Airport utilities, including those previously relocated as part of the Central De-Icing Facility Improvements. Should conflicts be identified that cannot be changed due to the City's Concept Grading Plan and intent, the Parties agree to work together to revise the WLRA Soil Project to avoid the need to relocate the utilities. In the event relocation cannot be avoided, the City agrees to be responsible for the costs of the associated relocation or modification.
4. NEPA Documentation. The City will perform all required environmental studies and develop any of the NEPA documentation that may be necessary to support its long-term development vision for the WLRA. The City will coordinate directly with the FAA to ensure all environmental approvals are in place prior to the Tollway undertaking construction.
5. Stormwater. As part of the WLRA Soil Project, the Tollway will design and construct two detention basins in accordance with the Concept Grading Plan, as depicted on Exhibit H. The City will prepare, facilitate and obtain any stormwater permits required for the WLRA Soil Project from the IEPA, IDNR, USACE, DuPage County and other resource agencies. The Tollway will provide reasonable support relating to development of exhibits and plans to support development of permitting materials.

6. Phased Implementation: The Tollway intends to perform the WLRA Soil Project construction in two or more phases tied to the progress of the I-490 corridor. The first phase of the WLRA Soil project is contemplated to include construction of approximately half of the work shown on the Concept Grading Plan. The Tollway will advertise for the first phase of the WLRA Soil Project after the City and Tollway close on the City Transfer Property parcels associated with Land Use Release #2 and #3 and the City authorizes the Tollway to start work relative to Runway 10L/28R and Runway 10C/28C ALSF-2 systems. The second phase of the WLRA Soil Project will commence no earlier than 2025 and will be dependent on the establishment of a defined timeline for the development of future public access to the Airport.
7. Land Rights. Prior to the commencement of any construction, the City must grant the Tollway any and all necessary land rights for the WLRA Soil Project at no cost to the Tollway. Said land rights must include, but shall not be limited to, necessary land sites, associated access roads and/or utility routes required to implement the WLRA Soil project.
8. Environmental. Except as set forth below, the Tollway is responsible for remediating Hazardous Material consistent with the Concept Grading Plan. Any potential remediation is dependent on contamination type and will be limited to the level required by applicable federal and state regulations.
 - a. While the Tollway is responsible for the costs of constructing the WLRA Soil Project, the City shall be deemed the generator of WLRA Soil that is Hazardous Material or solid waste and Refuse Material that requires disposal off site. If a signature as “generator” is required on waste manifests, waste profile sheets or generator’s certifications of non-special waste, the Tollway or its agent shall be authorized to sign such documents as generator on behalf of the City.
 - b. The City shall identify any known existing releases or records of Hazardous Material limited to/as defined by the level required by applicable federal and state regulations and provide such information to the Tollway during the design of the WLRA Soil Project.
 - c. In connection with development projects at the WLRA after the Tollway completes the WLRA Soil Project, the City shall be responsible for remediating Hazardous Material found on the WLRA site below the elevations required to construct the WLRA Soil Project or groundwater that infiltrates the elevations required to construct the WLRA Soil Project, and not otherwise related to the Tollway’s activities.
 - d. The City also agrees to save, defend and hold the Tollway harmless for and against any and all costs (including reasonable attorneys’ fees), liabilities and or claims by third parties that arise out of hazardous materials or contamination found on the WLRA site in the future that are not directly attributable to the WLRA Soil Project or the EOWA Project.

Section 16. PERFORMANCE OF TOLLWAY WORK

E. Non-Disturbance of Airport Operations (Replaced). With specific exception to former Runway 14R/32L and the Runway 9L/27R, 10L/28R, 10C/28C and 10R/28L Temporary Construction Impacts, the Tollway will perform its work on the EOWA Project, the Lee Street Improvements and the Touhy Avenue Improvements in a manner that will not cause Permanent Impacts. The Parties acknowledge that construction of the EOWA Project potentially will result in Temporary Construction Impacts, including for work associated with the modification of the ALSF-

2 systems for Runway 9L/27R, Runway 10C/28C and Runway 10L/28R, as described in Section 23.A. The Parties also acknowledge that the implementation of Revised I-490 South Leg and associated ALSF-2 modification for Runway 10R/28L potentially will result in Temporary Runway 10R/28L Impact as described in Section 22.D.

Section 17. HAZARDOUS MATERIAL

No changes.

Section 18. INSURANCE

No changes.

Section 19. EOWA PROJECT AND FUTURE TOLLWAY OPERATIONS

No changes.

Section 20. TOLLWAY AUDIT OF CITY COSTS

A. Reimbursement (Added). As necessary for implementation of the EOWA Project and to ensure timeliness of its implementation, the Tollway agrees to reimburse the City for certain associated costs that are incurred by the City. The Tollway has paid the City per Section 15.C(2) of the Agreement. As of the Addendum Effective Date, the Tollway has paid the City for certain scopes of earthwork (Section 15 of Agreement), AOA Perimeter Fence and Road Relocation (Section 12 of Agreement) and initial City-appointed liaison costs (Section 15.G. of Agreement). Additional costs to be incurred by the City and reimbursed by the Tollway as part of ongoing or future work include utility relocations (Section 13.B. of Agreement), Runway 9R and 9C ALSF-2 work necessary to accommodate future EOWA Project construction on City Transfer Property (Section 13.A. of Agreement), additional City-appointed liaison costs (Section 15.G. of Agreement), and other professional services and/or consultants the Parties deem necessary to support the EOWA Project and WLRA Soil Project. Since execution of the Agreement, no specific work subject to reimbursement has been identified. Additional Tollway funds of \$5,000,000 are authorized to be paid to the City pursuant to and in accordance with this Section. The City agrees to report quarterly, or on other reasonable intervals as agreed to by the Parties, regarding the status of amounts spent and/or committed and will notify the Tollway when the total amount spent and/or committed reaches \$4,000,000, at which time the Parties agree to evaluate the need for additional funding, if any, for continuing reimbursement of such costs in accordance with this Section. Any proposed expenditures within the \$5,000,000 limit set forth above will be authorized on an as needed basis by the Designated Representatives and reimbursed based on actual costs (described in Section 26.A).

For future requests by the City that the Tollway perform supplemental work for the City's benefit, which work is not otherwise planned by the Tollway as part of the EOWA Project, the WLRA Soil Project, or other matters contemplated as of the Addendum Effective Date, the Tollway agrees to add said supplemental work to Tollway construction contract(s), if possible and provided that said work will not unreasonably delay the EOWA Project, as solely determined by the Tollway. The City shall be responsible for the costs of any such supplemental work, and the Parties agree that such costs may be deducted from costs of Tollway reimbursable work as described above. All costs shall be based upon actual final costs.

Section 21. ADDITIONAL PROVISIONS

I. Exhibits.

1. (Added) Exhibit A from the Agreement is hereby replaced by Exhibits A, A1, A2, A3 and A4,

which are incorporated into this Addendum. Attached Exhibits G, H, H1, H2, I, J, K, K1, L, M, M1, M2, N, N1, O and Pare incorporated into this Addendum. Exhibits B, C, D, E and F to the Agreement are unchanged.

The exhibits include:

- Exhibit A: City Transfer Property
- Exhibit A1: Land Use Release #1
- Exhibit A2: Land Use Release #2
- Exhibit A3: Land Use Release #3
- Exhibit A4: Land Use Release #4
- Exhibit G: Revised I-490 South Leg Location Map
- Exhibit H: Western Access Interchange
- Exhibit H1: WLRA Soil Project – Preliminary Concept
- Exhibit H2: Zone B Embankment
- Exhibit I: City and Tollway Maintenance and Jurisdiction Responsibilities along I-490
- Exhibit J: Access Land Rights to South ASR-9 and Utility Connections
- Exhibit K: K-9 Training Facility Letter of Understanding
- Exhibit K1: NSMJAWA at Relocated K-9 Training Facility
- Exhibit L: EOWA Project Schedule Map
- Exhibit M: Touhy Avenue Improvements Jurisdiction Map
- Exhibit M1: Touhy Avenue Improvements: City of Des Plaines Utilities on City Property
- Exhibit M2: Easements between City and Petrochemical Companies at O’Hare International Airport
- Exhibit N: Revised I-490 South Leg Design Variant
- Exhibit N1: Alternate Design Variant (Covered)
- Exhibit O: I-490 Project Overview Workplan
- Exhibit P: Form of CDA Reciprocal Access Easement Agreement

J. Survival of Provisions (Added). The following Sections and Subsections of this Addendum will survive the termination or expiration of this Addendum and remain binding: 16E and 20 as it relates to records created prior to termination or expiration.

Section 22. Revised I-490 South Leg (Added)

A. Location to Airport. The Revised I-490 South Leg proposed by the Tollway as part of the EOWA Project is adjacent to Runway 10R/28L and associated operational features including, without limitation, the Runway Safety Area (“RSA”); the Runway Object-Free Area (“ROFA”); the Runway Protection Zone (“RPZ”); the Instrument Landing System (i.e., ILS), comprised of the Glideslope and Localizer Antennae Arrays and associated critical areas; and the ALSF-2 system as depicted on Exhibit N. The Parties understand and acknowledge that the

current capability, location and operational circumstance of Runway 10R/28L, as of the date of this Addendum, including without limitation all operational features and systems serving runway operations, shall be considered as a baseline condition from which any change in capability, location or operational circumstance, including without limitation any Permanent Impact, will be determined.

B. Conditions. The Tollway agrees to advance the Revised I-490 South Leg as follows:

- (1) The Tollway will configure and construct the Revised I-490 South Leg so as to limit Temporary Construction Impacts to minimum durations as further indicated in Section 22.D and will not cause Permanent Impacts on Runway 10R/28L operations.
- (2) The Tollway agrees to perform necessary airfield aviation analyses and technical studies in conjunction with the Revised I-490 South Leg design to determine any change in capability, location or operational circumstance, including without limitation any Permanent Impact of the proposed roadway improvements on Airport operations, including any such reasonable analyses or studies as may be recommended by the City or required by the FAA. The aviation analyses and technical studies will include, but will not be limited to, Runway 10R/28L feasibility studies and ILS system modeling described further in Section 22.C(1).
- (3) The Tollway will sequence construction of the Revised I-490 South Leg in phases such that the Category I, Category II and Category III (“CAT I/II/III”) classification of Runway 10R/28L operations is restored at the end of the Revised I-490 South Leg construction.
- (4) The Tollway and City have developed the attached I-490 Project Overview Workplan (“*Workplan*”) depicted on Exhibit O for the purpose of managing design, construction, scheduling and other activities for the implementation of the EOWA Project. The City shall collaborate and reasonably respond to the Tollway’s requests for review and/or approval of Workplan activities, including but not limited to, construction schedule and milestones or other activities that require City input, within 21 days of a request, unless otherwise agreed to between the Designated Individuals described in Section 26.A. Neither the City’s provision of comments nor its failure to provide comments in relation to the Workplan shall be viewed as sanctioning or otherwise approving matters within the jurisdiction of the FAA, which include without limitation, impacts on airfield and runway operations; surrounding navigable airspace and protected surfaces as defined in 14 C.F.R. Part 77 and by the FAA; or any runway classification, instrument rating, or other utility or capability of any runway.

C. Design. The Tollway will implement the design and construction of the Revised I-490 South Leg through several construction contracts as depicted on Exhibit L. The Tollway will perform aviation analyses and technical studies as part of its design, including Runway 10R/28L 7460 studies and ILS system modeling. The design considerations are further described as follows:

- (1) Design Variants. The Tollway has proposed to design and construct the Revised I-490 South Leg as an open roadway corridor (“*Revised I-490 South Leg Design Variant*”) as detailed in the Tollway’s South I-490 Master Plan (December 2019) and depicted in Exhibit N. For purposes of comparing and evaluating the effect on

Runway 10R/28L ILS performance, and as requested by the City, the Tollway also will develop an adjusted Revised I-490 South Leg Design Variant that includes covering the I-490/Illinois Route 19 roadway corridor or portions thereof ("*Alternate Design Variant*") as depicted in Exhibit N1.

- (2) Aviation Analyses. Airspace feasibility studies will be submitted to the FAA through the industry standard Obstruction Evaluation/Airport Airspace Analysis ("OE/AAA") process including FAA 7460-1 Notice of Proposed Construction. The ILS system mathematical modeling will be performed to predict the effects on ILS (the glideslope and localizer antennae) signal performance and will be subject to review by the FAA. The Tollway will ensure ILS analysis will be conducted using industry standard software and available models, including Ohio University Glide Slope ("*OUGS*") software used to evaluate terrain and Ohio University NAVAID Performance Prediction Model ("OUNPPM") software used to evaluate reflections from objects. The Parties understand and acknowledge that the results of the foregoing modeling may be used in evaluating predictive analysis of performance of navigational aid equipment and that the results are empirical and may differ from actual conditions, which may be confirmed only by field tests and/or flight checks.
- (3) Determination of South I-490 Design Variant for Implementation. The Tollway will complete aviation analyses and technical studies for both the Revised I-490 South Leg Design Variant and the Alternate Design Variant in accordance with industry standards. Through preliminary design, variants will be evaluated based on a variety of criteria, including but not limited to: Runway 10R operational impacts during construction, and on ILS signal tolerance, relative to the ability to maintain CAT I/II/III operations as determined under FAA requirements after completion of EOWA Project construction; adherence to applicable roadway design criteria and governing policies, construction duration, construction cost as well as traffic operations during and after construction. Results and recommendations are subject to further review and endorsement by the FAA, FHWA and IDOT. The Parties understand and acknowledge that the FAA Technical Operations service unit is tasked with ensuring safety and efficiency in the National Airspace System ("*NAS*") by effectively managing air navigation services and infrastructure, including oversight of the following activities and services:
- efficient flight services to customers through responsive and cost-effective maintenance of NAS facilities, systems and equipment;
 - safe, cost-effective, and efficient communications; frequency spectrum engineering; and navigational services for NAS;
 - standard development, evaluation and certification of NAS procedures and equipment for customers worldwide; and
 - infrastructure management including policy, programming, requirements, engineering, integration and implementation support, service life extension, and maintenance support.

Based on the aviation analyses, and subject to review by the FAA, the Parties understand and acknowledge that the Tollway's determination of the South I-490 Design Variant for implementation shall be predicated upon the following:

- Should the aviation analyses and technical studies for the Revised

I-490 South Leg Design Variant predict no Permanent Impact to Runway 10R/28L capability, location and operational circumstance, the Tollway will implement the Revised I-490 South Leg Design Variant, except as set forth below.

- Should analyses and technical studies for the Alternate Design Variant similarly predict no Permanent Impact to Runway 10R/28L capability, location and operational circumstance the Tollway, in its sole discretion, may implement either the Revised I-490 South Leg Design Variant or the Alternate Design Variant.
- Should the analyses and technical studies for the Revised I-490 South Leg Design Variant predict a Permanent Impact to Runway 10R/28L capability, location and operational circumstance, the Tollway will implement the Alternate Design Variant if the Alternate Design Variant produces acceptable evaluation results including prediction of no Permanent Impact to Runway 10R/28L capability, location and operational circumstance.

Should the analyses and technical studies for the Revised I-490 South Leg Design Variant and the Alternate Design Variant both predict a Permanent Impact to Runway 10R/28L capability, location and operational circumstance, the Tollway will work to develop a second alternate for the Revised I-490 South Leg that will mitigate any Permanent Impact to Runway 10R/28L capability, location and operational circumstance. In such event, development of any revised and/or second alternate plan for the Revised I-490 South Leg (other than the Revised I-490 South Leg Design Variant or the Alternate Design Variant) shall consider necessary NEPA actions required, if any, as well as aviation analyses as aforesaid, to ensure said design variant produces acceptable evaluation results including prediction for no Permanent Impact to Runway 10R/28L capability, location and operational circumstance, prior to Tollway implementing said design variant.

While the City will reasonably cooperate with the Tollway with respect to the Tollway's performance of the foregoing analyses and studies, neither the City's participation or provision of comments, nor its failure to provide comments shall be viewed as sanctioning or otherwise approving matters within the jurisdiction of the FAA, which include without limitation, impacts on airfield and runway operations; surrounding navigable airspace and protected surfaces as defined in 14 C.F.R. Part 77 and by the FAA; or any runway classification, instrument rating, or other utility or capability of any runway.

- (4) Plan Review. The Tollway will perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications as described in Section 14.A. Aviation technical studies will be completed at each stage of preparation as outlined below. The Tollway shall submit the plans and specifications to the City for review and comment at all stages of preparation.

The City will use reasonable efforts to complete its reviews within 30 days of receipt of each submittal. While the City will endeavor to provide comments on the Tollway's plans and specifications, inclusive of matters addressing reasonably

foreseeable Airport operational impacts, whether temporary or permanent, neither the City's provision of comments nor its failure to provide comments shall be viewed as sanctioning or otherwise approving matters within the jurisdiction of the FAA, which include without limitation, impacts on airfield and runway operations; surrounding navigable airspace and protected surfaces as defined in 14 C.F.R. Part 77 and by the FAA; or any runway classification, instrument rating, or other utility or capability of any runway.

- (5) FAA Determination / ALP Review. The Parties understand that the City's consent to the Tollway's process for determining advancement of any design variant or construction process-related element does not and cannot supplant the jurisdiction of the FAA and/or determinations of the FAA on matters within the FAA's jurisdiction.
- (6) Flight Check Data. With respect to Runway 10R/28L's capability, location and operational circumstance, the Tollway agrees to evaluate available flight check data provided by the FAA, inclusive of all technical parameters including clearance below path. The Tollway will include the data as part of future analyses as a baseline condition from which any change in capability, location or operational circumstance, including without limitation any Permanent Impact will be determined.
- (7) Aviation Technical Working Group. The Tollway shall convene technical working group meetings involving the City and other technical experts or stakeholders throughout the design and construction implementation of the Revised I-490 South Leg. The Tollway will provide information on design development and associated technical analyses of the Revised I-490 South Leg and facilitate collaborative review of the subject matter. The Parties agree to promptly take necessary actions or complete work as required and discussed in such meetings.

D. South I-490 Design Plan Implementation. The Tollway will undertake the EOWA Project including, without limitation, construction on the South I-490 Design Variant selected for implementation, with diligent effort to avoid and/or minimize any Temporary Construction Impact, and specifically, to avoid and/or minimize any Temporary Runway 10R/28L Impact, where practicable. Notwithstanding the foregoing, the Parties acknowledge that the Tollway's plans for construction of the Revised I-490 South Leg may necessitate Temporary Runway 10R/28L Impact (including without limitation potential ILS and ALSF-2 system outages and/or runway closure(s)) to perform work within the existing AOA, affecting the navigable airspace of Runway 10R/28L, and/or modification of Runway 10R/28L's visual and electronic navigational aids.

- (1) Coordination. During construction implementation of the Revised South I-490 South Leg, the City and the Tollway shall continue to convene aviation technical working group meetings at appropriate intervals to review and coordinate construction activities to, in part, assess and address potential Temporary Construction Impact. The Tollway will provide information on its planned and/or preferred construction activity and facilitate collaborative review of the subject matter in relation to any perceived or potential review of impact on Airport and runway operations. The Parties will work collaboratively to identify reasonable solutions for planned construction activity to mitigate and/or minimize ILS outages, including runway closures. In the event the Parties acknowledge that construction cannot reasonably proceed without a reasonably foreseeable ILS outage and/or runway closure, the Parties agree to work with the FAA to confirm a process and procedure to mitigate impacts of such circumstance as well as identify appropriate

procedures for returning the impacted ILS or runway operation back to service at pre-construction conditions. The Parties further agree to promptly take necessary actions or complete work as required and discussed in such meetings.

- (2) Field Verification and Flight Checks: During construction implementation of the Revised I-490 South Leg, the Tollway shall request that FAA perform flight checks at certain milestone intervals to identify any Permanent Impact to Runway 10R/28L, which intervals shall be reasonably determined by the Tollway and the City. In the event the FAA is unavailable or unwilling to complete such flight checks at the requested intervals, the Tollway shall employ such other efforts as may be necessary to complete flight checks at such intervals, to identify any Permanent Impact to Runway 10R/28L. If a Permanent Impact is detected or reasonably foreseen as a result of flight check data or other means, the Tollway immediately will take corrective action(s) as necessary to mitigate and eliminate the Permanent Impact or foreseeable Permanent Impact, including without limitation, modifying design, removing material or equipment installed, or taking other measures as may be reasonably necessary to allow construction to proceed without perpetuating or exacerbating any Permanent Impact or foreseeable Permanent Impact. The Tollway will continue construction after confirming the absence of Permanent Impact or foreseeable Permanent Impact to Runway 10R/28L.
- (3) Stakeholder Notice. The City agrees to notify Airport Stakeholders, as promptly as possible, and to coordinate with Airport Stakeholders to accommodate the Temporary Runway 10R/28L Impacts as required to construct the EOWA Project. Temporary Runway 10R/28L Impacts are anticipated to occur in years 2024 through 2025 (in the event of implementation of the Alternate Design Variant, 2026 as well) or as otherwise agreed in writing. The Parties will work collaboratively to ensure construction resulting in Temporary Construction Impact, including without limitation any ILS and ALSF-2 outages or closure of Runway 10R/28L, is minimized.
- (4) Restoring Operating Conditions. Following completion of construction of the South I-490 Design Variant, failure to promptly restore Runway 10R/28L capability, location and operational circumstance will result in damages defined in Section 23.D.

F. Access. The Revised I-490 South Leg requires modification of South Cargo Road at its intersection with Illinois Route 19, as depicted on Exhibit N. The Tollway agrees to maintain access to South Cargo Road during construction or to coordinate any limited temporary closures with the City prior to implementation.

G. Restoration. Upon completing the EOWA Project, the Tollway shall, as its expense, undertake to restore Airport property temporarily impacted by the EOWA Project to the condition in which it existed prior to the EOWA Project.

Section 23. Airport Operations (Added)

A. ALSF-2 Modifications. Construction of I-490 along the west side of the Airport requires Temporary Construction Impact to modify three ALSF-2 systems, specifically, Runways 10L/28R, 10C/28C and 9L/27R. The Parties agree that modifications will occur on only one runway per construction season (i.e., which generally is between May and November), unless the Parties agree otherwise in writing. Prior to commencing modification work, the Parties shall agree on a reasonable construction schedule for the modifications to each runway ALSF-2 system,

including without limitation scheduling for any implicated night construction in an active Runway Safety Area or Taxiway Object Free Area. The Tollway's construction of I-490 and the City's request for the FAA's approval of modification of each runway ALSF-2 system shall proceed in a diligent manner consistent with the terms of this Addendum. Unless otherwise approved by the Parties, the Tollway will sequence EOWA Project construction affecting runway ALSF-2 systems as shown on Exhibit L and as follows or as otherwise agreed:

- (1) Runway 10L/28R ALSF-2 Temporary Construction Impact to occur in 2022;
- (2) Runway 10C/28C ALSF-2 Temporary Construction Impact to occur in 2023; and
- (3) Runway 9L/27R ALSF-2 Temporary Construction Impact to occur in 2025.

The Parties agree that Temporary Construction Impact to modify ALSF-2 systems will occur within a specified timeframe coordinated with and agreed to by the City, in advance, during design of contract(s) involving such work. While modification work is being performed, the ALSF-2 system will be fully removed from service. The Tollway will perform modification work in accordance with the 7460-determination issued by the FAA, which may include additional temporary ILS or airfield restrictions. Following the Temporary Construction Impact on the runways listed above, modification to Runway 10R's ALSF-2 system will occur as part of the construction process defined in Section 22.D.

The City agrees to notify and coordinate with Airport Stakeholders, as required and determined by the City, to support the Tollway's construction schedule and allow the required ALSF-2 system modifications. The Tollway will provide information for, or participate in, such coordination at the request of the City and as necessary.

B. Noise Abatement and Mitigation. During construction of the EOWA Project, the Tollway agrees to comply with the City's nighttime noise abatement and mitigation policy (as it exists at the time of construction).

C. South ASR-9. The City agrees to enter into a separate "CDA Reciprocal Access Easement Agreement" with UPRR, in the form attached as Exhibit P, that will provide the City and its assigns access to the South ASR-9 facility across UPRR property and provide UPRR access to its facilities across City property, over the locations generally depicted on Exhibit J (denoted thereon as Permanent Easements "UPRR to City" and "City to UPRR"). The Tollway will facilitate execution of the CDA Reciprocal Access Easement Agreement between the City and the UPRR. This Addendum hereby authorizes the CDA Commissioner to execute said agreement.

The Tollway agrees to grant the City access to the South ASR-9 facility across the portion of the access road located on Tollway property. The Tollway also agrees to install new electrical and communication feeders from South ASR-9 to the south side of the airfield, as depicted on Exhibit J.

D. Liquidated Damages for Failure to Restore Runway Operations:

As part of the sequenced construction implementation of the I-490 Tollway, in the event any Temporary Construction Impact exceeds the agreed upon duration for construction, due to actions or inaction of the Tollway or a Tollway contractor, including without limitation the Temporary Construction Impact to Runways 9L/27R, 10C/28C and 10L/28R described in Section 23.A or the Temporary Runway 10R/28L Impact described in Section 22.D, and if the Tollway does not or cannot identify and undertake appropriate corrective action to restore runway operations within a reasonable period, the Tollway will be responsible for damages as defined below.

Except with respect to active Runway Safety Areas and Taxiway Object Free Areas, in the event the Tollway fails to mitigate or discontinue any Temporary Construction Impact that exceeds the agreed upon duration for construction, including without limitation the Temporary Construction Impact to Runways 9L/27R, 10C/28C and 10L/28R described in Section 23.A or the Temporary Runway 10R/28L Impact described in Section 22.D, the Tollway will be responsible for liquidated damages, which shall be assessed as follows:

MILESTONE	AMOUNT OF LIQUIDATED DAMAGES
Milestone 1 (TBD – based upon specific contract and construction activity)	\$10,000 per calendar day
Milestone 2 (TBD – based upon specific contract and construction activity)	\$15,000 per calendar day

The Parties agree that Milestone dates will be determined through Tollway and City coordination during Construction Document production for individual Contracts. The Parties further agree that pursuant to Tollway contract special provisions, Liquidated Damages will be assessed against Tollway contractors.

The last day counted will be the day on which the unacceptable Temporary Construction Impact or Temporary Runway 10R/28L Impact shall have abated and/or become mitigated with associated runway capabilities and operations restored and the FAA shall have approved such abatement and restoration of runway operations.

NOTE: Night construction in an active Runway Safety Area or Taxiway Object Free Area may be performed between the hours of 10:00 PM and 6:00 AM unless noted otherwise and approved by the CDA Commissioner. Notwithstanding the foregoing, failure to restore active Runway Safety Areas and Taxiway Object Free Areas to full operational capability by 6:00 AM will result in the assessment of Liquidated Damages as follows:

Runway Safety Areas

\$10,000.00 for the first 15 minutes (or increments of) beyond 6:00 AM.

\$5,000.00 for every 15 minutes (or increments of) thereafter.

Taxiway Object Free Areas

\$5,000.00 for the first 15 minutes (or increments of) beyond 6:00 AM.

\$2,500.00 for every 15 minutes (or increments of) thereafter.

Relative to active Runway Safety Areas and Taxiway Object Free Areas, the official time for which damages will accrue will be determined by the CDA Commissioner, who shall reasonably consider input from the Tollway.

Section 24. Maintenance (Added)

A. City Construction. The City's construction of Runway 9C/27C and the future extended configuration of Runway 9R/27L require ALSF-2 systems to cross the I-490 corridor. Said construction will include facilities that will be maintained by, and under the jurisdiction of, the Tollway, including, but not limited to, the following as depicted on Exhibit I:

- retaining wall along east side of I-490 at the Runway 9C ALSF-2 cantilever structure located on City Transfer Property;
- Runway 9R ALSF-2 bridge structure over I-490 located on City Transfer Property; and
- modified compensatory storage basin to accommodate for filling existing floodplain and floodway associated with City construction of Runway 9R ALSF-2 located on existing Tollway property west of York Road.

The City's construction is anticipated to require certain City facilities to be located on the City Transfer Property. Said facilities will be owned and maintained by the City, including but not limited to, the following as depicted on Exhibit I:

- Runway 9C ALSF-2 cantilever structures;
- ALSF-2 maintenance areas; and
- ALSF-2 utilities.

B. Tollway Construction. The Tollway's implementation of the EOWA Project includes facilities that will be maintained by, and under the jurisdiction of, the City, including, but not limited to, the following as depicted on Exhibit I:

- relocated K-9 Training Facility;
- security cameras at the extended Willow Creek culverts located on City Transfer Property;
- modified compensatory storage with bird netting;
- reconfigured South Cargo Road at Illinois Route 19;
- existing Airport features relocated as required for construction of the Revised I-490 South Leg (Airport Perimeter Road, AOA perimeter fence and existing airport retaining wall along Illinois Route 19);
- drainage facilities and access roads that accommodate City drainage (which will be constructed on City property);
- detention basins at WLRA;
- existing Airport features relocated as required for implementation of the WLRA Soil Project (portions of AOA Fence and Airport Perimeter Road); and
- utility duct banks and relocated services or new feeders for City utility connections (which will be located on City Transfer Property or City property).

In addition, the Tollway's construction is anticipated to require certain Tollway facilities that will accommodate Airport facilities to be located on City property or on the City Transfer Property. Said facilities will be owned and maintained by the Tollway, including but not limited to, the following as depicted on Exhibit I:

- 84" Storm sewer crossing north leg of I-490 at 9L-27R RPZ to the Guard Post #1 area;
- Runway 9L/27R, 10L/28R, 10C/28C and 10R ALSF-2 bridge structures;
- new storm sewer from the proposed Taft Avenue detention basin;

- modified Bensenville Ditch culvert under I-490; and
- drainage improvements that accommodate the proposed I-490 corridor within the City Transfer Property, including connections to existing City drainage infrastructure on City property.

The FAA will be responsible for the maintenance/jurisdiction of the ALSF-2 systems modifications constructed by the Tollway as part of the EOWA Project. The Tollway intends to enter into separate lease agreements with the FAA relative to the constructed ALSF-2 systems' infrastructure.

C. Separate Agreements to Define Maintenance and Jurisdiction. The Parties agree to define maintenance terms and responsibilities for facilities to be constructed by the City and the Tollway, which are generally described in Section 24A and 24B and depicted on Exhibit I, in separate agreements. Said agreements will be prepared and executed in a staged manner based on the implementation of individual EOWA construction contract(s) and improvements defined therein. The maintenance agreements also will include improvements associated with City construction contracts that include features within the City Transfer Property or on Tollway property. The Parties agree that responsibilities for utilities, drainage features or maintenance access will be documented in the maintenance agreements and will not require additional property conveyance between the Parties. The Tollway will prepare the separate maintenance agreements, and the City agrees to work cooperatively with the Tollway to provide comments, input and necessary approvals on the separate maintenance agreements in a timely manner. This Addendum hereby authorizes the CDA Commissioner to execute said separate agreements defining maintenance and jurisdiction.

Section 25. Western Landside Reserve Area (Added)

A. WAI Ramp Configuration. As part of the EOWA Project, the Tollway intends to construct access ramps connecting IL 390 and I-490 to the WLRA in phases. The first phase of work consists of constructing a three-lane ingress ramp to the Airport and a three-lane egress ramp from the Airport, as depicted in Exhibit H. Subsequent to construction, the Tollway will open the 3-in, 3-out ramps on a date to be agreed to by the Parties. Subject to travel demands and available funding, and as agreed to by the Parties, the I-490 Ramps to/from the Airport connecting I-490 with the WLRA, as depicted on Exhibit H, will be constructed subsequent to construction of the 3-in, 3-out ramps.

B. WLRA Access. The Tollway plans to construct the WAI, including a toll plaza, as generally configured and depicted on Exhibit H. The initial EOWA Project construction will include the construction of ramps connecting South Thorndale Avenue and York Road with the WLRA, which will be opened to provide access for EOWA Project construction and for airport operations and use by airport employees. When opened, the ramps will be owned by DuPage County Division of Transportation, which ownership rights will be set forth in an intergovernmental agreement between the Tollway and DuPage County that will define the Tollway's and DuPage County Division of Transportation's respective maintenance responsibilities relative to the ramps and provide that ownership of the ramps shall revert to the Tollway upon the earlier of either January 1, 2034 or the date when the parking facilities constructed in the WLRA are no longer restricted for use by airport employees and opened for use by the general public. During the period the ramps are owned by DuPage County Division of Transportation and are solely utilized to provide access for EOWA Project construction and for airport operations and use by airport employees the ramps shall not be tolled.

C. Drainage. The Parties agree to work cooperatively with regard to their respective construction work at the WAI and with regard to proposed drainage improvements and required

detention facilities involving Tollway and City property. As part of the WLRA Soil Project, the Tollway will construct two detention basins for City drainage, as discussed in Section 15.H(5). Drainage requirements associated with the EOWA Project will not conflict with the WLRA Soil Project.

D. Utilities. As part of the EOWA Project, the Tollway has constructed and caused construction of new utility casings between a utility duct bank located along the west side of York Road and under York Road, the CP and the UPRR tracks as depicted on Exhibit H. The Tollway will construct or cause construction of the extension of the utility casings between the UPRR tracks and under the proposed I-490 toll highway to the WLRA, as depicted on Exhibit H. The installed infrastructure is to be owned and maintained by ComEd and includes Tollway electrical usage, including potential future capacity and accommodations for future installation of electrical services by the City. Within the utility casings located on City Transfer Property, the Tollway agrees to allow the City usage within the allocated space. The City understands that the installation and maintenance of electrical feeds for Airport use within the allocated space in the utility casings would be the responsibility of the City, as determined to be required.

E. Federal Funding. In the event federal funds are awarded for work described herein, the Tollway and City reserve the right to modify contract implementation responsibilities. As the Tollway cannot directly accept federal funds for project improvements, County or Municipal partner agencies shall be engaged to facilitate construction of awarded projects supported by federal funds.

Section 26. Change Management (Added).

A. Project Representatives. Each Party will designate a management-level individual familiar with this Addendum, the Agreement and the EOWA Project (“*Designated Individual*”). The Designated Individuals will work cooperatively to facilitate implementation of the EOWA Project and shall have the authority, on behalf of each Party, to give approvals and to take action to the extent necessary for the orderly and expeditious prosecution of the EOWA Project work, but shall not have authority to amend, modify or terminate this Addendum or the Agreement. Each Party reserves the right to change its Designated Individual from time to time by written notice to the other Party. The Parties’ Designated Individuals shall be as follows:

City:

Chicago Department of Aviation
Attention: Robert Hoxie, Managing Deputy Commissioner – Chief Development Officer
10510 West Zemke Road
Chicago, IL 60666
Telephone: 773-686-5130
Email: robert.hoxie@cityofchicago.org

Tollway:

The Illinois State Toll Highway Authority
Attention: Manar Nashif, Acting Chief Engineering Officer
2700 Ogden Avenue
Downers Grove, IL 60515
Telephone: 630-241-6800, ext. 4841
Email: mnashif@getipass.com

The Parties will also designate an “*Executive Coordination Group*,” which shall include the Designated Individuals as well as other senior level City representatives selected by the City and senior level Tollway representatives selected by the Tollway. The City and the Tollway may

change their representatives to the Executive Coordination Group at their discretion. The Executive Coordination Group shall develop protocols establishing standing meetings, advance delivery of materials, processes to obtain approvals for certain requests and technical working groups for design and construction review, which protocols will be subject to approval of, and implementation, by the Designated Individuals. The Executive Coordination Group shall meet at least quarterly but may meet more frequently as needed. At such meetings, the Executive Coordination Group shall: (a) review the overall status of the EOWA Project; (b) review and analyze the updates to the Revised I-490 South Leg Design Variant; (c) review and discuss EOWA Project schedules and forecasts to ensure all necessary approvals required pursuant to this Addendum are secured; and (d) review and discuss any other topics or issues related to this Addendum or the EOWA Project.

B. Changes. Either Party may request a modification and/or revision to the responsibilities included in this Addendum by notifying the other Party in writing of such requested modification and the associated details. The Parties agree to cooperate with respect to requested modifications, provided that the changes do not interfere with timely delivery of the EOWA Project or Airport operations. Each change shall be subject to the consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. The Parties agree to implement agreed changes within 30 days of agreeing on same, unless otherwise agreed to by the Parties.

C. Compliance. If either Party fails to complete work for which it is responsible in accordance with this Addendum, the Parties shall cooperate to promptly bring such work back into compliance with this Addendum, including but not limited to the EOWA Project schedule depicted on Exhibit L, in a reasonable manner, provided that any such efforts and/or adjustments shall not result in detriment to the EOWA Project or Airport operations.

IN WITNESS WHEREOF, the City and the Tollway each have caused this Addendum to be executed by its authorized representatives as of the Addendum Effective Date.

CITY OF CHICAGO

By: _____
Jamie L. Rhee, Commissioner
Chicago Department of Aviation

Approved as to form and legality:

By: _____
Printed Name: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

By: _____
Jose R. Alvarez, Executive Director

By: _____
Cathy R. Williams, Chief Financial Officer

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

Approved as to Form and Constitutionality

Assistant Attorney General

RESOLUTION NO. 22396

Background

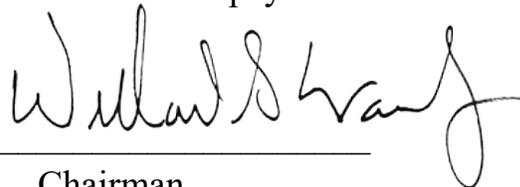
The Illinois State Toll Highway Authority (“Tollway”) is reconstructing the Central Tri-State (I-294) from 95th Street to Balmoral Avenue. Between 1959 and approximately September 2021, the Village of Hinsdale (“Village”) supplied water service, including potable and fire flow services to the former over-the-road oasis at Milepost 25.0. Since 1959, and continuing through today, the Village has supplied water to the gas stations on both sides of the toll highway at that location. The Village maintains the water main piping and a related two million gallon-standpipe storage facility. In connection with the Tollway’s Central Tri-State project, maintenance of the water main piping and storage facility (collectively, “Maintenance”), at an estimated cost of \$1,100,000, is required. The Village intends to perform the Maintenance and has requested that the Tollway share in the Maintenance costs. The Tollway agreed to share in the Maintenance cost and will reimburse the Village in an amount not to exceed \$500,000.

It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the Village to memorialize the Tollway and Village’s understanding regarding the Maintenance work described above.

Resolution

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between Tollway and the Village in substantially the form attached to this Resolution. The Chairman/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
VILLAGE OF HINSDALE**

This INTERGOVERNMENTAL AGREEMENT, effective 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 VILLAGE OF HINSDALE, a municipal corporation of the State of Illinois, ("VILLAGE"), individually referred to as "PARTY", and collectively referred to as "PARTIES".

RECITALS:

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY is improving certain portions of the Tri-State Tollway (I-294) mainline, ("Toll Highway") between 95th Street and Balmoral Avenue as contemplated in multiple ILLINOIS TOLLWAY contracts ("PROJECT");

WHEREAS, pursuant to an Intergovernmental Agreement between the PARTIES, fully executed May 6, 2019, the ILLINOIS TOLLWAY agreed to construct as part of the PROJECT, new water lines enabling the VILLAGE to continue providing water service to the two new Hinsdale Oasis locations, including the two existing gas stations on the east side and west side of the Toll Highway at Milepost 25.0;

WHEREAS, in addition to the new water lines, the ILLINOIS TOLLWAY shall construct a water main interconnect within a reinforced casing, connecting, for emergency transmission only, the VILLAGE's water supply with the water supply of the Village of Western Springs;

WHEREAS, the VILLAGE has provided water service, including potable water and fire flow services to the gas stations and former over the Toll Highway oasis site since approximately 1959 and continues to maintain the eight inch to twelve inch diameter water main piping and two million gallon standpipe storage facility, contributing to the fire flow pressures and volume, as well as pressure fluctuation dampening within the system which is required for the oases and other users in the area;

WHEREAS, adjacent to PROJECT construction, the VILLAGE has established maintenance and safety protocols necessary to continue supplying potable and fire protection water for the gas stations and potential future commercial or restaurant development, including but not limited to standpipe structure inspection, design and engineering expenditures, spot repairs, safety regulation improvements, interior and exterior painting of the standpipe storage facility, and the temporary removal and relocation of all cell towers and radio towers located on the standpipe storage facility, which the VILLAGE intends to complete as a maintenance project (the "MAINTENANCE");

WHEREAS, the VILLAGE's cost to complete the MAINTENANCE is estimated at \$1,100,000.00 and the VILLAGE requests that the ILLINOIS TOLLWAY share in the cost of the MAINTENANCE;

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to share in the cost of the MAINTENANCE and will contribute an amount not to exceed \$500,000.00 for the MAINTENANCE;

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

WHEREAS, 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. FINANCIAL

- A. The VILLAGE shall perform the MAINTENANCE on the existing water supply lines and standpipe storage facility as identified in the Recitals section of this AGREEMENT.
- B. The ILLINOIS TOLLWAY agrees to reimburse the VILLAGE an amount not to exceed \$500,000.00 toward actual costs for the MAINTENANCE.
- C. The ILLINOIS TOLLWAY acknowledges that the MAINTENANCE will be performed by the VILLAGE in stages and agrees that upon completion of each stage of the MAINTENANCE and receipt of an invoice from the VILLAGE, the ILLINOIS TOLLWAY shall pay the VILLAGE the total amount expended by the VILLAGE for each stage of work completed until the ILLINOIS TOLLWAY's payments equal the maximum amount set forth in Section I. B. Payment shall be made within forty-five (45) calendar days of receipt of the invoice from the VILLAGE by the ILLINOIS TOLLWAY.
- D. If the documentation submitted by the VILLAGE for reimbursement is reasonably deemed by the ILLINOIS TOLLWAY as not sufficiently documenting the work completed, the ILLINOIS TOLLWAY may require further records and supporting documentation to verify the amounts, recipients, work done, and use of all funds invoiced pursuant to this AGREEMENT.

- E. It is understood and agreed to by the PARTIES that the ILLINOIS TOLLWAY will not reimburse the VILLAGE for any expenditures that are:
1. contrary to the provisions of this AGREEMENT;
 2. not directly related to carrying out of the MAINTENANCE work identified in the Recitals section of this AGREEMENT;
 3. of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, private utilities and future maintenance costs excluding the MAINTENANCE and
 4. in excess of the amount set forth in Section I. B. of this AGREEMENT.

II. GENERAL PROVISIONS

- A. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- B. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, signatures transmitted via facsimile, or electronic signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- C. In a timely manner following execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full-time representative of that PARTY during the carrying out of, and the execution, of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice to the other PARTY as set forth in Section II. O. without amending this AGREEMENT. Each representative shall be readily available to the other PARTY.
- D. In the event of any dispute, claim, question or disagreement arising out of the performance of this AGREEMENT, the PARTIES hereto shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the PARTIES cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the VILLAGE's Engineer shall be final, except for the rights of documentation, review, and/or audit under Section I. D., Section II. Q., and indemnification under Section II. L.
- E. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the MAINTENANCE and nothing in this AGREEMENT shall be construed to create any further financial obligation on the part of the ILLINOIS TOLLWAY with respect to the existing or future commercial development of the oasis site, or the VILLAGE's existing watermain piping and standpipe storage facility as referenced in the introductory recitals of this AGREEMENT.

- F. The construction of the emergency transmission interconnect shall be at no cost to the VILLAGE. The VILLAGE shall issue at no cost to the ILLINOIS TOLLWAY or the Village of Western Springs, any and all permits that may be necessary in relation to construction of the emergency transmission interconnect at a to be determined location mutually agreed upon by the VILLAGE and the Village of Western Springs.
- G. Prior to any use of the new emergency transmission interconnect, the VILLAGE and the Village of Western Springs will enter into a new Intergovernmental Agreement to document the operational and maintenance responsibilities for the emergency transmission water interconnect constructed beneath I-294 as part of the PROJECT.
- H. The PARTIES certify the following:
 - 1. the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005930 and it is doing business as a governmental entity, whose mailing address is 19 East Chicago Avenue, Hinsdale, Illinois 60521.
 - 2. 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.
- I. Neither PARTY shall be liable for any delay or non-performance of its obligations caused by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, pandemics, labor strikes or walkouts, fires and/or natural disasters.
- J. It is agreed that the laws of the State of Illinois, excepting the law of conflicts of law or choice of law, shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in the Circuit Court of DuPage County, Illinois.
- K. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract(s) covering the MAINTENANCE contemplated herein is not completed within three (3) years subsequent to the date of execution of this AGREEMENT.
- L. The VILLAGE shall to the extent permitted by law, indemnify, hold harmless and defend the ILLINOIS TOLLWAY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or

omissions in its performance under this AGREEMENT. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

- M. The ILLINOIS TOLLWAY shall to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the ILLINOIS TOLLWAY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT. The ILLINOIS TOLLWAY does not hereby waive any defenses or immunity available to it with respect to third parties.
- N. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- O. Unless otherwise specified, all written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. mail or electronic mail delivery to the following persons at the following addresses.

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

To the VILLAGE: The Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attn: President Thomas Cauley Jr.
tcauley@villageofhinsdale.org

- P. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- Q. The VILLAGE shall maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY. Books and records, including information stored in databases or other computer systems, shall be maintained by the VILLAGE for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors or other

governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.

- R. The VILLAGE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Illinois Tollway Inspector General (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and to conduct reviews. The VILLAGE will fully cooperate in any OIG audit 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 in or connected with, or having knowledge of, the performance of this AGREEMENT.
- S. This AGREEMENT terminates upon completion of performance of the MAINTENANCE and final reimbursement by the ILLINOIS TOLLWAY.
- T. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- U. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.

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

THE VILLAGE OF HINSDALE

By: _____
Thomas Cauley Jr.
President

Date: _____

Attest: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

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

Date: _____

By: _____
Cathy R. Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Lisa M. Conforti, Assistant Attorney General

RESOLUTION NO. 22397

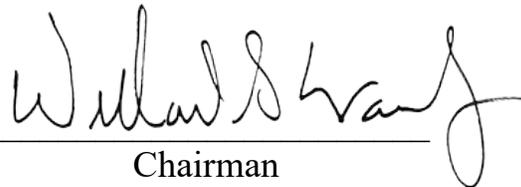
Background

The Illinois State Toll Highway Authority (“Tollway”) previously purchased Stroke Screening Services (“Contract No. 18-0011”) from BlueApple Health, LLC. The Tollway requires additional Stroke Screening Services. It is in the best interest of the Tollway to renew Contract No. 18-0011 and increase the upper limit of compensation by an amount not to exceed \$44,500.00.

Resolution

The renewal and associated increase to the upper limit of compensation of Contract No. 18-0011 for the purchase of additional Stroke Screening Services from BlueApple Health, LLC is approved in an amount not to exceed \$44,500.00, increasing the upper limit of compensation from \$66,750.00 to \$111,250.00. The Chairman and Chief Executive Officer or the Executive Director 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 of Contract Services is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman