

RESOLUTION NO. 21034

Background

WHEREAS, the Illinois State Toll Highway Authority (“the Tollway”), pursuant to the Toll Highway Act, 605 ILCS 10/1 *et seq.* (“the Act”), is granted all powers necessary to carry out its legislative purposes as to the construction, operation, regulation and maintenance of its system of toll highways; and

WHEREAS, Section 16.3 of the Act generally provides that, consistent with general law, the Tollway shall: set and administer goals for the award of contracts to disadvantaged businesses; attempt to identify disadvantaged businesses that provide or have the potential to provide supplies, materials, equipment, or services to the Tollway; give disadvantaged businesses full access to the Tollway’s contract bidding process; inform such businesses about the process; and offer such businesses assistance in doing business with the Tollway.

WHEREAS, in recent years the Tollway has annually purchased approximately \$150 million of goods and services for operations and spent from \$500 million to \$1.5 billion for capital renewal, replacement, and improvements; and

WHEREAS, in 2005, the Tollway Board approved a Minority-Owned Business Enterprise and Women-Owned Business Enterprise Business Diversity Program, which Program was enacted in Board Resolution Number 16726; and

WHEREAS, the Tollway Board relied upon various evidence to support its Business Diversity Program for MBEs, WBEs and other small, disadvantaged businesses (hereinafter collectively “DBEs”), including the trial records in *Builders Association of Greater Chicago v. City of Chicago*, 298 F.Supp.2d 725 (N.D. Ill. 2003) and *Northern Contracting, Inc. v. Illinois Department of Transportation*, 00 C 4515 (N. D. Ill. 2004), and additional statistical and anecdotal testimony about barriers to full and fair competition in the construction industry that was presented to the City Council of the City of Chicago in 2004; and

WHEREAS, in 2012, the Federal Government enacted the Moving Ahead for Progress in the 21st Century Act, which found compelling interest to continue

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Background - Continued

pursuing goals in construction contracts for use of small business concerns owned and controlled by socially and economically disadvantaged individuals, and similar evidence from the Chicago area market was affirmed by local federal courts; and

WHEREAS, the Tollway Board previously adopted a non-discrimination policy for its contracts and “committed itself to a business diversity program to ensure a level playing field for minority and women owned businesses in the Tollway procurement process;” and

WHEREAS, to implement this policy, the Board directed the Executive Director to: implement a Business Diversity Program that includes contract-specific DBE participation goals based on objective analyses of the availability of DBE contractors for the types of goods and services sought by the Tollway; conduct outreach efforts to business and professional associations assisting disadvantaged businesses in obtaining bonding capacity, and assisting in the establishment of mentoring programs between Tollway contractors and disadvantaged business subcontractors; utilize reasonable programs and initiatives to ensure the diversity of the contracting workforce; and collaborate with other public entities on reasonable programs and initiatives designed to level the playing field for DBEs; and

WHEREAS, the Board authorized an ad-hoc Diversity and Inclusion Committee comprised of Board members to focus on diversity issues and initiatives; and

WHEREAS, The Tollway commissioned studies in 2006 from NERA Economic Consulting and in 2015 from Colette Holt & Associates to provide additional evidence as to the need for an ongoing DBE program, and assistance to more narrowly tailor its DBE Program, which studies, respectively titled, “Race, Sex, and Business Enterprise: Evidence from the State of Illinois and the Chicago Metropolitan Area” and “Illinois State Toll Highway Authority Disparity Study: Construction and Construction Related Services” (“Disparity Study”) found statistical evidence of business disparities affecting DBEs in major construction

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Background - Continued

and related professional services procurement categories and data sources examined; and

WHEREAS, the Tollway has made substantial progress in reducing barriers to MBE/WBE participation in its contracts and meeting the NERA Study's availability estimates; and

WHEREAS, additional evidence of discrimination against DBEs in the construction industry has been presented to the U.S. Congress that supports the need for continued remedial measures to ensure non-discrimination and prevent passive participation in a discriminatory marketplace (incorporated herein by reference); and

WHEREAS, Tollway analysis demonstrates there are many qualified businesses that are owned and operated by socially and economically disadvantaged persons ready, willing and able to do business with the Tollway; and

WHEREAS, it is in the best interests of the Tollway to ensure that it is not a passive participant in discrimination.

Resolution

NOW, THEREFORE, BE IT RESOLVED by the Illinois State Toll Highway Authority as follows:

1. The Tollway hereby affirms the following statement with respect to its commitment to non-discrimination in its procurement process, which statement will be included in every contract for goods, services, construction, and construction-related services entered into by or on behalf of the Tollway:

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Resolution - Continued

The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of any protected category identified by law in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Tollway deems appropriate.

2. The Tollway hereby commits itself to a Business Diversity Program to ensure a level playing field for firms owned by socially and economically disadvantaged individuals in the Tollway procurement process; and

3. The Executive Director and designated agency personnel are authorized and directed to promptly take all measures necessary to sunset the Tollway's existing DBE Program and thereupon immediately implement a Business Diversity Program, based upon the recently concluded Disparity Study, designed to level the playing field for Tollway contracts and subcontracts through the use of appropriate contract provisions and other means, including the implementation of race- and gender-neutral approaches and race- and gender-conscious remedies; and

4. The Executive Director and designated agency personnel are authorized and directed to work with other public entities on reasonable programs and initiatives designed to further the objectives of the Business Diversity Program; and

5. The programs and initiatives undertaken thus far by Tollway staff to promote the goals of non-discrimination in the Tollway's procurement activities are ratified and affirmed, and the Board further ratifies all future actions of authorized Tollway personnel to enhance the Business Diversity Program by implementing features determined by the Board to be in the best interest of such program; and

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Resolution – Continued

6. The Program shall be regularly reviewed by the Executive Director, designated agency personnel, and the Board; and

7. The new Program shall sunset on July 1, 2023, unless the Board passes a resolution to maintain or modify it to ensure its remedial purposes continue to be effective but have not been fully achieved and there is a compelling interest in continuing narrowly tailored remedies to redress discrimination so that the Tollway will not function as a passive participant in a discriminatory marketplace.

Approved by: _____
Chairman

Date:

RESOLUTION NO. 21035

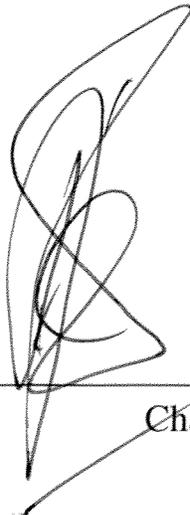
Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Drug and Alcohol Testing Services (Contract No. 11-0184R) from MedTox Laboratories, Inc. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option (three years) and increase the upper limit of compensation of said contract by an amount not to exceed \$95,000.00 for the purchase of additional Drug and Alcohol Testing Services.

Resolution

The three-year renewal option and associated increase to the upper limit of compensation of Contract No. 11-0184R for the purchase of additional Drug and Alcohol Testing Services from MedTox Laboratories, Inc. is approved in an amount not to exceed \$95,000.00 (increase from \$60,000.00 to \$155,000.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21036

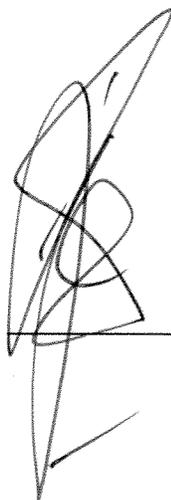
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Mobile Work-Zone Barrier Trailers. Pursuant to the Tollway's Invitation for Bid No. 14-0124R, the Tollway has determined that Barriers Northwest is the lowest responsible bidder for Mobile Work-Zone Barrier Trailers for an upper limit of compensation not to exceed \$850,100.00.

Resolution

The bid from Barriers Northwest for the purchase of Mobile Work-Zone Barrier Trailers is accepted. Contract No. 14-0124R is approved in an amount not to exceed \$850,100.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21037

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Vehicle Hoist Inspection, Repair, and Certification Services. Pursuant to the Tollway's Invitation for Bid No. 15-0050, the Tollway has determined that Standard Industrial & Automotive Equipment, Inc. is the lowest responsible bidder for Vehicle Hoist Inspection, Repair, and Certification Services for an upper limit of compensation not to exceed \$238,774.85.

Resolution

The bid from Standard Industrial & Automotive Equipment, Inc. for the purchase of Vehicle Hoist Inspection, Repair, and Certification Services is accepted. Contract No. 15-0050 is approved in an amount not to exceed \$238,774.85. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 21038

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Landfill Services. Pursuant to the Tollway's Invitation for Bid No. 13-0057R, the Tollway has determined that Markham Transfer & Recycling, LLC is the lowest responsible bidder for Landfill Services for an upper limit of compensation not to exceed \$200,700.00.

Resolution

The bid from Markham Transfer & Recycling, LLC for the purchase of Landfill Services is accepted. Contract No. 13-0057R is approved in an amount not to exceed \$200,700.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

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RESOLUTION NO. 21039

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Preventive Maintenance and Repair of Boilers and Water Heaters. Pursuant to the Tollway's Invitation for Bid No. 12-0063RRR, the Tollway has determined that Oak Brook Mechanical Services, Inc. is the lowest responsible bidder for Preventive Maintenance and Repair of Boilers and Water Heaters for an upper limit of compensation not to exceed \$78,051.00.

Resolution

The bid from Oak Brook Mechanical Services, Inc. for the purchase of Preventive Maintenance and Repair of Boilers and Water Heaters is accepted. Contract No. 12-0063RRR is approved in an amount not to exceed \$78,051.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21040

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Web, Ecommerce, and Interactive Voice Response Hosting and Support Services as a Sole Source Contract (No. 16-0025) from Unisys Corporation for an upper limit of compensation not to exceed \$1,966,345.00. While new toll collection systems are in final stages of production, it is crucial for the Tollway to maintain services from Unisys in these key areas of customer assistance. The Tollway is authorized to procure these items pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires statutory advance public notice of at least two weeks. No interested parties requested a hearing to contest a contract award to Unisys Corporation and, with no objections having been noted, it was approved by the State's Chief Procurement Officer for General Services.

Resolution

The sole source quote from Unisys Corporation for the purchase of Web, Ecommerce, and Interactive Voice Response Hosting and Support Services is accepted. Contract No. 16-0025 is approved in an amount not to exceed \$1,966,345.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21041

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-15-8131 for Mainline Toll Plaza Lighting Repairs on the Jane Addams Memorial Tollway (I-90) from Milepost 3.5 (South Beloit Plaza) to Milepost 78.5 (River Road Plaza) at Plazas 1, 5, 7, 9, 17, & 19; on the Tri-State Tollway (I-294) from Milepost 5.1 (I-80 Plazas) to Milepost 41.6 (Touhy Plaza) at Plazas 29, 33, 35, 36, 39, 41, 43, & 45; on the Tri State Tollway (I-94) from Milepost 4.8 (Waukegan Plaza) to Milepost 26.4 (Edens Plaza) at Plazas 21 & 24. The lowest responsible bidder on Contract No. RR-15-8131 is Demarc Electric and Communications, LLC in the amount of \$999,428.03.

Resolution

Contract No. RR-15-8131 is awarded to Demarc Electric and Communications, LLC in the amount of \$999,428.03, 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 or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance 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.

Approved by: _____
Chairman

RESOLUTION NO. 21042

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-15-9188 for Mainline Toll Plaza Lighting Repairs on the Reagan Memorial Tollway (I-88) from Milepost 56.4 (Dixon Plaza) to Milepost 138.1 (York Road Plaza) at Plazas 51, 52, 61, 66, & 69 and the Veterans Memorial Tollway (I-355) from Milepost 3.2 (Spring Creek Plaza) to Milepost 29.2 (Army Trail Plaza) at Plazas 73, 89, & 99. The lowest responsible bidder on Contract No. RR-15-9188 is Demarc Electric and Communications, LLC in the amount of \$535,128.36.

Resolution

Contract No. RR-15-9188 is awarded to Demarc Electric and Communications, LLC in the amount of \$535,128.36, 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 or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance 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.

Approved by: _____

Chairman

RESOLUTION NO. 21043

Background

The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-16-4264 for Pedestrian Overpass Bridge and Bridge Access Building Construction on the Jane Addams Memorial Tollway (I-90) from Milepost 62.4 to Milepost 62.6 (Barrington Road Interchange). The lowest responsible bidder on Contract No. I-16-4264 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$7,057,074.93.

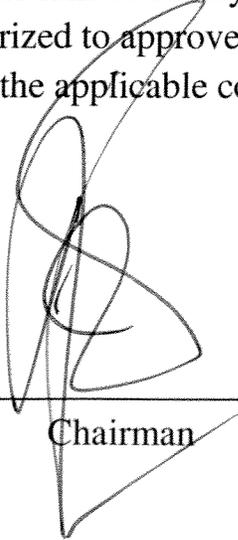
Resolution

Contract No. I-16-4264 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$7,057,074.93, 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 or the Executive Director is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief of Finance 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.

Approved by: _____


Chairman

RESOLUTION NO. 21044

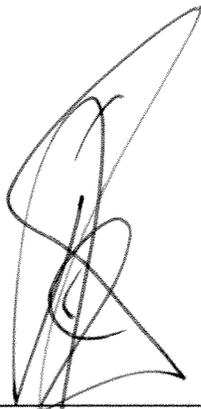
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services Upon Request, on the Jane Addams Tollway (I-90) and Systemwide, on Contract No. I-16-4249. Gonzalez Companies, LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Gonzalez Companies, LLC to obtain Construction Management Services, for Contract No. I-16-4249, with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21045

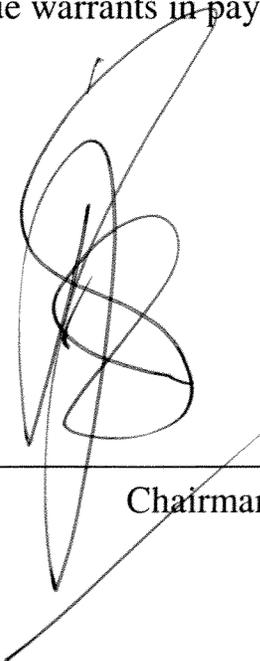
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services Upon Request, Systemwide, on Contract No. RR-16-4250. H.W. Lochner, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with H.W. Lochner, Inc. to obtain Construction Management Services, for Contract No. RR-16-4250, with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

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Chairman

RESOLUTION NO. 21046

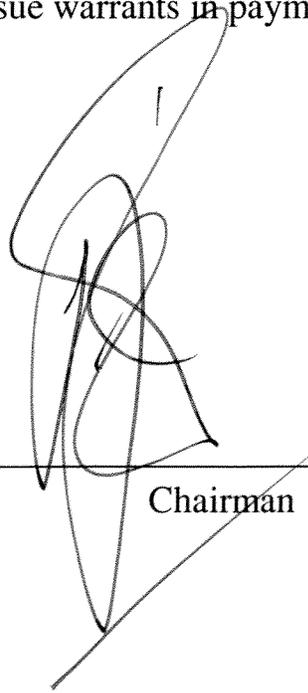
Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services Upon Request, Systemwide, on Contract No. RR-16-4251. Accurate Group, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Accurate Group, Inc. to obtain Construction Management Services, for Contract No. RR-16-4251, with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 21047

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Facilities Construction Management Services Upon Request, Systemwide, on Contract No. RR-16-9189. Cotter Consulting, Inc. has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$2,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Cotter Consulting, Inc. to obtain Construction Management Services, for Contract No. RR-16-9189, with an upper limit of compensation not to exceed \$2,500,000.00, subject to review and approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21048
AMENDING RESOLUTION NO. 21027

Background

Resolutions 20894, 20227, 19882, and 19584, authorized acquisition of needed parcels and expenditures up to \$360,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 21027, as preceded by Resolutions 21002, 20976, 20941, 20863, 20836, 20772, 20712, 20652, 20586, 20493, 20445, 20395, 20368, 20340, 20317, 20273, 20191, 20157, 20130, 20086, 20048, 20018 and 19986 identified specific parcels that were required for Tollway purposes. Resolution 21027 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21027, identifies additional parcels and satisfies this requirement.

Resolution

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$360,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators,

RESOLUTION NO. 21048
AMENDING RESOLUTION NO. 21027

Resolution – Continued

surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

In the event all or the part of the Parcels identified on Exhibit “A” cannot with reasonable diligence be purchased via negotiations, administrative documentation, or settlement then upon the recommendation of the Land Acquisition Manager, and the General Counsel, the Land Acquisition Unit and the Legal Department are authorized and directed to retain the services of Special Assistant Attorneys General to acquire those needed Identified Parcels by instituting and proceeding to acquire said Identified Parcels by eminent domain in the name of the Tollway.

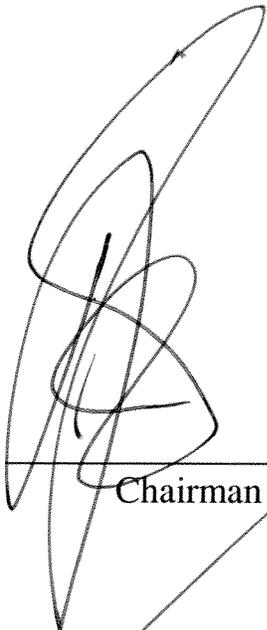
The Executive Director, or the Chief of Staff and/or the Land Acquisition Manager, subject to form and constitutionality approval of the General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief of Finance is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just

RESOLUTION NO. 21048
AMENDING RESOLUTION NO. 21027

Resolution – Continued

compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$360,000,000.00.

Approved by:



Chairman

A large, stylized handwritten signature in black ink is written over a horizontal line. The signature consists of several overlapping loops and a long, sweeping stroke that extends downwards and to the right. Below the signature, the word "Chairman" is printed in a standard serif font.

05/26/16

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RESOLUTION NO. 21048
AMENDING RESOLUTION NO. 21027

Resolution – Continued- Exhibit ‘A’

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elmhurst Road Interchange	PREVIOUSLY IDENTIFIED
<u>PARCEL NUMBER</u>	<u>COOK COUNTY PIN NUMBER/OR DESCRIPTION</u>
NW-7A-12-001	08-25-302-001
NW-7A-12-002	08-25-300-001
NW-7A-12-008	08-25-100-006, 08-25-101-004, 08-25-101-005, 08-25-102-015, 08-25-102-017, 08-25-103-004, 08-25-100-005, 08-25-101-003
NW-7A-12-010	08-24-304-015
NW-7A-12-011	08-24-304-005, 08-25-304-006
NW-7A-12-013	08-24-304-002, 08-24-304-003, 08-24-304-004, 08-24-304-009, 08-24-304-010, 08-24-304-013, 08-24-304-014
NW-7A-12-016	08-24-304-001
NW-7A-12-018	08-26-411-008, 08-26-411-006 & 08-26-411-010
NW-7A-12-019	08-26-411-009, 08-26-411-013
NW-7A-12-021	08-26-401-038
NW-7A-12-022	08-26-401-031
NW-7A-12-023	08-26-401-030 & 08-26-401-039
NW-7A-12-034	08-26-201-030
NW-7A-12-035	08-26-201-018
NW-7A-12-036	08-26-201-024
NW-7A-12-037	08-23-402-012
NW-7A-12-038	08-23-402-014
NW-7A-12-039	08-23-402-004, 08-23-402-005, 08-23-402-006, 08-23-402-013
NW-7A-12-040	08-26-401-024, 08-26-401-037, 08-26-401-040 & 08-26-400-009
NW-7A-12-041	08-24-303-012
NW-7A-12-043	08-24-303-011
NW-7A-12-044	08-24-303-025 & 08-24-303-026
NW-7A-12-050	08-24-302-021 & 08-24-302-022

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

NW-7A-12-051	08-24-302-023
NW-7A-12-055	08-26-201-027
NW-7A-12-058	08-26-201-009
NW-7A-12-059	08-26-201-008
NW-7A-12-060	08-26-201-006 & 08-26-201-007
NW-7A-12-064	08-23-402-009
NW-7A-12-900	That part of Landmeier Road, as dedicated per the Plat of O'Hare International Center for Business located in the east half of the southeast quarter of section 25, township 41 north, range 11
NW-7A-12-005	08-25-102-011, 08-25-102-016 08-25-102-018, 08-25-103-005
NW-7A-12-033	08-26-201-031
NW-7A-12-025	08-26-200-016, 08-26-200-017, 08-26-201-023
NW-7A-12-032	08-26-201-015 & 08-26-201-025
NW-7A-12-071	COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, 1333.39 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 48 MINUTES 52 SECONDS EAST, ON SAID SOUTH LINE, 65.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON A LINE 65.00 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL WITH SAID WEST LINE, 24.96 FEET TO THE NORTH LINE OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 58 SECONDS WEST, ON SAID NORTH LINE, 65.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST, ON SAID WEST LINE, 25.13 FEET TO THE POINT OF BEGINNING

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1A-12-003	07-34-402-020	Cook
EO-1A-12-004	07-34-407-008	Cook
EO-1A-12-005	07-34-407-009	Cook
EO-1A-12-006	07-34-407-010	Cook
EO-1A-12-007	07-34-407-011	Cook
EO-1A-12-008	07-34-407-012	Cook
EO-1A-12-018	07-34-401-021 07-34-401-022	Cook
EO-1A-12-021	02-01-200-031 02-01-200-032	DuPage
EO-1A-12-023	02-01-400-018	DuPage
EO-1A-12-024	03-06-300-009	DuPage
EO-1A-12-036	07-34-400-025 07-34-400-026	Cook
EO-1A-12-037	07-34-401-013 07-34-400-019 07-34-402-030 07-34-402-024	Cook
EO-1A-12-045	02-01-200-034	DuPage
EO-1A-12-046	02-01-200-035	DuPage
EO-1A-12-047	02-01-200-036	DuPage
EO-1A-12-048	03-06-100-008 03-06-200-001	DuPage
EO-1A-12-049	03-06-100-009 03-06-200-011	DuPage
EO-1A-12-900	That part of Hamilton Parkway in Hamilton Lakes Commerce Center Subdivision in the northeast quarter of section 1, township 40 north, range 10	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
EO-1A-12-901	That part of a public street lying east of block 8 in unit 2 - the Itasca Industrial Development of the Central Manufacturing District, in section 1, township 40 north, range 10	DuPage
EO-1A-12-902	03-06-300-010	DuPage
EO-1B-12-002	03-06-403-054	DuPage
EO-1B-12-149	03-06-402-008	DuPage
EO-1B-12-150	03-06-402-007	DuPage
EO-1B-12-151	03-06-403-055	DuPage
EO-1B-12-162	03-07-205-015	DuPage
EO-1B-12-163	03-07-217-002	DuPage
EO-1B-12-164	03-07-203-009	DuPage
EO-1B-12-165	03-07-203-010	DuPage
EO-1B-12-166	03-07-217-004 & 03-07-203-003	DuPage
EO-1B-12-167	03-07-217-005 & 03-07-203-004	DuPage
EO-1B-12-168	03-07-217-006 & 03-07-203-005	DuPage
EO-1B-12-169	03-07-217-007 & 03-07-203-006	DuPage
EO-1B-12-170	03-07-217-008 & 03-07-203-007	DuPage
EO-1B-12-171	03-07-217-009	DuPage
EO-1B-12-172	03-07-217-010	DuPage
EO-1B-12-173	03-07-204-002 & 03-07-217-011	DuPage
EO-1B-12-174	03-07-204-003 & 03-07-217-012	DuPage
EO-1B-12-175	03-07-204-004 & 03-07-217-013	DuPage
EO-1B-12-176	03-07-204-005 & 03-07-217-014	DuPage
EO-1B-12-177	03-07-204-006 & 03-07-217-015	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-178	03-07-204-007 & 03-07-217-016	DuPage
EO-1B-12-179	03-07-204-008 & 03-07-217-017	DuPage
EO-1B-12-180	03-07-204-009 & 03-07-217-018	DuPage
EO-1B-12-181	03-07-217-019	DuPage
EO-1B-12-182	03-07-217-021 & 03-07-217-022	DuPage
EO-1B-12-903	That part of Clover Ridge Lane lying within Clover Ridge Subdivision of part of the southeast quarter of section 6, township 40 north, range 11	DuPage
EO-1A-12-026	03-06-101-015 & 03-06-201-005	DuPage
EO-1B-12-004	03-05-404-003	DuPage
EO-1B-12-005	03-05-404-002	DuPage
EO-1B-12-007	03-05-404-032	DuPage
EO-1B-12-008	03-05-405-030	DuPage
EO-1B-12-011	03-05-405-021	DuPage
EO-1B-12-012	03-05-405-027	DuPage
EO-1B-12-013	03-05-405-028 & 03-05-405-029	DuPage
EO-1B-12-075	03-05-309-001	DuPage
EO-1B-12-078	03-05-300-018	DuPage
EO-1B-12-081	03-05-400-002	DuPage
EO-1B-12-083	03-05-200-028	DuPage
EO-1B-12-084	03-05-400-003	DuPage
EO-1B-12-146	03-05-302-054	DuPage
EO-1B-12-155	03-05-302-073	DuPage
EO-1B-12-156	03-05-403-007, 03-05-403-008 & 03-05-302-072	DuPage
EO-1A-12-058	03-06-400-012, 03-06-400-011, 03-06-400-004	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1A-12-061	03-06-300-005, 03-06-400-002	DuPage
EO-1B-12-079	03-05-101-017	DuPage
EO-1B-12-091	03-05-402-004	DuPage
EO-1B-12-014	03-04-302-010	DuPage
EO-1B-12-095	03-05-402-011	DuPage
EO-1B-12-152	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-153	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-154	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-904	That part of Park Boulevard as shown on the plat of dedication for parts of a public street to be known as Park Boulevard, being part of sections 5 and 6 in township 40 north, range 11	DuPage
EO-1B-12-908	That part of Prospect Avenue as shown on the plat of Grant to the Village of Itasca, being part of the southwest quarter of section 4 and northwest quarter of section 9, township 40 north, range 11	DuPage
EO-1B-12-062	03-02-401-005	DuPage
EO-1B-12-063	03-02-401-006	DuPage
EO-1B-12-064	03-02-401-002 & 03-11-200-002	DuPage
EO-1B-12-066	03-11-200-006	DuPage
EO-1B-12-068	03-11-202-012 & 03-11-202-013	DuPage
EO-1B-12-069	03-11-202-046	DuPage
EO-1B-12-070	03-11-202-043	DuPage
EO-1B-12-101	03-04-301-009	DuPage
EO-1B-12-102	03-04-101-022	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-086	03-05-200-034, 03-05-200-035	DuPage
EO-1B-12-098	That part of lot 8 in Addison Township Supervisor's Assessment Plat No. 15, being part of the east half of Section 5 Township 40 north, Range 11	DuPage
EO-1B-12-183	03-05-404-004	DuPage
EO-1B-12-067	03-11-202-036	DuPage
EO-1B-12-085	03-05-200-030	DuPage
EO-1B-12-134	03-02-400-001	DuPage
EO-1B-12-135	03-02-400-029	DuPage
EO-1B-12-905	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-920	THAT PART OF LOT 3 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-921	THAT PART OF LOT 2 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-025	03-04-406-027	DuPage
EO-1B-12-099	03-05-402-012, 03-04-300-004, 03-04-300-005	DuPage
EO-1B-12-912	THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-927	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R92-254005 ON DECEMBER 30, 1992, ALSO THAT PART OF ARLINGTON HEIGHTS ROAD AS DESCRIBED IN THE DEDICATION DEED RECORDED FEBRUARY 9, 1939 AS DOCUMENT R1939-396978	DuPage
WA-1D-12-041	12-19-400-159	Cook
WA-1D-12-103	12-19-400-121	Cook
EO-1B-12-024	03-04-402-021	DuPage
EO-1B-12-038	03-03-304-021	DuPage
EO-1B-12-105	03-04-301-002	DuPage
EO-1B-12-907	THAT PART OF PARKSIDE AVENUE AS SHOWN ON LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-911	THAT PART OF MITTEL DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 3, BEING A RESUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 9 AND PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1983 AS DOCUMENT NUMBER R1983-090012	DuPage
EO-1B-12-913	THAT PART OF CENTRAL AVENUE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R73-15596	DuPage
EO-1B-12-915	THAT PART OF SIVERT DRIVE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-917	THAT PART LIVELY BOULEVARD AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage
EO-1B-12-918	THAT PART DILLON DRIVE AS DEDICATED AS PART OF O'HARE - THORNDALE CENTER FOR BUSINESS, BEING A RESUBDIVISION IN CHARLES BOESCHE'S DIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION THEREOF RECORDED NOVEMBER 15, 1984 AS DOCUMENT NUMBER R1984-092708	DuPage
EO-1B-12-919	THAT PART EDGEWOOD AVENUE AS DEDICATED AS PART OF THORNDALE BUSINESS PARK IN WOOD DALE, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1984 AS DOCUMENT NUMBER R1984-004337	DuPage
TW-7-12-002	15-06-100-011, 15-06-100-033	Cook
TW-7-12-025	03-36-400-004, 03-36-400-005	DuPage
WA-1D-12-031	12-19-100-061	Cook
WA-1D-12-086	12-20-300-081, 12-20-300-082	Cook
WA-1D-12-104	12-19-400-120	Cook
EO-1B-12-133	03-02-303-008, 03-02-303-010	DuPage
WA-1D-12-060	12-19-100-122	Cook
WA-1D-12-083	12-19-300-015	Cook
WA-1D-12-084	12-19-300-018	Cook
WA-1D-12-085	12-19-300-013	Cook
WA-3D-12-047	08-36-200-003, 08-36-200-004, 08-36-200-005, 08-36-200-006	Cook
EO-1B-12-053	03-02-301-019	DuPage
EO-1B-12-056	03-02-301-017	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
EO-1B-12-121	03-03-400-019	DuPage
EO-1B-12-123	03-03-400-028	DuPage
EO-1B-12-033	03-03-302-035, 03-04-403-005, 03-04-403-006	DuPage
EO-1B-12-058	03-02-301-007	DuPage
EO-1B-12-126	03-02-300-019	DuPage
WA-1D-12-011	12-19-400-151	Cook
EO-1B-12-059	03-02-302-005	DuPage
EO-1B-12-106	03-04-400-011	DuPage
EO-1B-12-131	03-02-303-011, 03-02-303-012, 03-02-400-036, 03-02-400-037	DuPage
EO-1B-12-184	03-02-302-006	DuPage
EO-1B-12-185	03-02-304-010, 03-02-304-011	DuPage
WA-1D-12-010	12-19-400-049	Cook
WA-3D-12-048	08-36-200-018, 08-36-200-011, 08-36-200-019, 08-36-200-017	Cook
NW-7B-12-004	08-25-400-007	Cook
EO-1B-12-107	03-04-400-007	DuPage
EO-1B-12-932	THAT PART OF LOT 9 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
EO-1B-12-933	THAT PART OF LOT 8 IN THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage
WA-1D-12-006	12-19-400-119	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-1D-12-007	12-19-400-117, 12-19-400-167	Cook
WA-1D-12-012	12-19-400-084, 12-19-400-104	Cook
WA-1D-12-014	12-19-400-056	Cook
WA-1D-12-015	12-19-400-150	Cook
WA-1D-12-016	12-19-400-152	Cook
WA-1D-12-080	12-19-400-079	Cook
WA-1D-12-107	12-19-400-168	Cook
WA-1D-12-108	12-19-400-102	Cook
EO-1B-12-029	03-04-406-023	DuPage
EO-1B-12-129	03-02-304-012, 03-02-300-022	DuPage
EO-1B-12-930	THAT PART OF SUPREME DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1977-102030 ON NOVEMBER 7, 1977	DuPage
NW-7A-12-101	08-36-102-001	Cook
WA-1D-12-048	03-13-406-001, 03-13-403-002, 03-13-509-003	DuPage
EO-1B-12-031	03-04-406-029, 03-04-406-030	DuPage
EO-1B-12-189	03-04-406-028	DuPage
EO-1B-12-928	THAT PART OF THOMAS DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 8, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1987-006314 ON JANUARY 14, 1987 IN DUPAGE COUNTY, ILLINOIS	DuPage
WA-1D-12-004	12-19-400-078	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-1D-12-009	12-19-400-019, 12-19-400-063	Cook
WA-1D-12-046	03-13-509-003	DuPage
WA-1D-12-066	12-19-200-002, 12-18-501-001, 12-18-400-015-6001, 12-18-400-019, 12-18-201-015, 12-20-100-028	Cook
WA-2D-12-191	03-12-509-001	DuPage
EO-1B-12-051	03-03-403-013	DuPage
TW-7-12-003	12-31-301-019	Cook
TW-7-12-026	03-36-206-040	DuPage
WA-1D-12-044	03-13-504-012	DuPage
WA-1D-12-068	12-18-400-014, 12-18-500-006	Cook
EO-1B-12-130	03-02-303-013	DuPage
NW-7A-12-088	08-36-100-004	Cook
NW-7A-12-089	08-36-100-005, 08-36-100-009	Cook
NW-7A-12-090	08-36-100-006	Cook
NW-7A-12-091	08-36-100-011	Cook
NW-7A-12-092	08-36-100-012	Cook
NW-7A-12-093	08-36-100-013	Cook
NW-7A-12-094	08-36-100-016	Cook
NW-7A-12-095	08-36-100-019	Cook
NW-7A-12-096	08-36-101-008	Cook
NW-7A-12-097	08-36-101-029, 08-36-101-030	Cook
NW-7A-12-100	08-36-101-023, 08-36-101-024, 08-36-101-028	Cook
NW-7A-12-102	08-36-102-002, 08-36-102-028, 08-36-102-029 08-36-102-030, 08-36-102-036, 08-36-102-037	Cook

EXHIBIT "A"
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Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
NW-7A-12-103	08-36-102-027	Cook
NW-7A-12-105	08-36-102-022, 08-36-102-033, 08-36-102-034 08-36-102-035, 08-36-102-042	Cook
NW-7A-12-110	08-36-100-008	Cook
NW-7A-12-112	08-36-100-019	Cook
TW-7-12-004	12-31-301-028	Cook
TW-7-12-040	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-902	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-903	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	DuPage
WA-3D-12-064	08-25-301-006	Cook
WA-3D-12-065	08-25-301-007, 08-25-301-007, 08-25-301-008 08-25-301-009, 08-25-301-010, 08-25-301-011	Cook
NW-7A-12-017	08-26-411-002	Cook
NW-7A-12-073	08-25-301-005	Cook
NW-7A-12-076	08-26-409-007, 08-26-409-008 08-26-409-009, 08-26-409-017	Cook
NW-7A-12-081	08-26-410-002, 08-35-201-003	Cook
NW-7A-12-082	08-26-411-003, 08-26-411-005	Cook
NW-7A-12-084	08-26-411-018	Cook
NW-7A-12-085	08-35-201-009	Cook
NW-7A-12-086	08-35-203-016, 08-35-203-019	Cook
NW-7A-12-099	08-36-101-027	Cook
NW-7A-12-111	08-26-410-001	Cook

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION	County
NW-7A-12-113	08-35-201-012, 08-26-410-006	Cook
WA-3D-12-054	08-36-201-011	Cook
WA-3D-12-079	09-30-300-051	Cook
WA-3D-12-080	09-30-300-050, 09-03-300-060	Cook
WA-3D-12-081	09-30-300-059	Cook
WA-1D-12-062	12-19-100-035, 12-19-100-001	Cook
TW-7-12-031	12-30-100-016-6001, 12-30-100-016-6002	Cook
WA-1D-12-001	12-19-500-006, 12-19-500-008	Cook
WA-1D-12-074	12-19-500-004, 12-18-500-006	Cook
WA-1D-12-081	12-18-300-012, 12-18-300-056 12-18-300-064, 12-18-300-065 12-18-300-066, 12-18-300-060, 12-18-300-044	Cook
WA-1D-12-092	03-13-510-001	DuPage
WA-2D-12-184	03-12-505-004, 03-01-505-004, 03-12-510-001	DuPage
WA-2D-12-216	03-12-100-002, 03-13-100-017, 03-13-100-021, 03-13-100-022 03-13-100-023, 03-13-100-024, 03-13-100-031 03-13-100-032 03-13-100-033, 03-13-100-037, 03-13-100-038, 03-13-100-040 03-13-100-041, 03-13-100-043, 03-13-100-042, 03-13-100-046 03-13-100-047, 03-13-100-039, 03-13-100-045, 03-13-100-048 03-12-510-001, 03-13-510-001, 03-13-100-009, 03-13-100-010	DuPage
WA-2D-12-218	03-01-504-001 08-36-500-021	DuPage Cook
WA-3D-12-002	08-36-300-007	Cook
WA-1D-12-022	03-24-201-013, 03-24-201-014	DuPage
WA-1D-15-001	12-19-100-036	Cook
WA-2D-12-195	03-01-509-001, 03-01-509-002, 03-01-100-003	DuPage

EXHIBIT "A"
Project I-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access ADDED IDENTIFIED PARCELS

Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-3D-12-003	08-36-300-009, 08-36-300-012, 08-36-300-013	Cook
WA-3D-12-006	08-36-300-010	Cook
WA-3D-16-001	09-31-100-004	Cook

RESOLUTION NO. 21049

Background

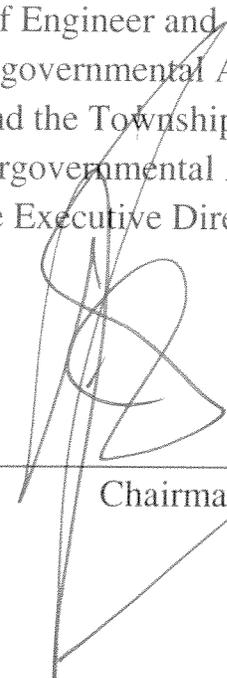
As part of the Elgin O’Hare Western Access Project (“EOWA”), the Illinois State Toll Highway Authority (the “Tollway”), the Village of Schaumburg (“Village”), and the Township of Schaumburg Road District (“Road District”) have entered into an Intergovernmental Agreement to improve the eastbound and westbound frontage roads along I-390, from Springinsguth Road to Wright Road. The Village will perform the engineering and construction work, subject to reimbursement by the Tollway in an amount currently estimated at \$2,755,655.

In exchange, the Tollway will transfer, for no further consideration, the ownership and maintenance responsibilities of the frontage roads to the Village and the Road District based on their respective jurisdictional limits.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Tollway, the Village of Schaumburg, and the Township of Schaumburg Road District in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by:



Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE TOWNSHIP OF SCHAUMBURG ROAD DISTRICT,
AND
THE VILLAGE OF SCHAUMBURG**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2016, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", the TOWNSHIP OF SCHAUMBURG ROAD DISTRICT, a body corporate and politic of the State of Illinois, hereinafter called the "TOWNSHIP", and THE VILLAGE OF SCHAUMBURG, a municipal corporation of the State of Illinois, hereinafter called the "VILLAGE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the existing Elgin O'Hare Expressway, extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known entirely as Illinois Route 390, and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as "Toll Highway"); and

WHEREAS, the eastbound and westbound frontage roads along Illinois Route 390 from Springinsguth Road to Wright Boulevard are within the EOWA project limits and will be transferred from the ILLINOIS TOLLWAY to the VILLAGE and TOWNSHIP within their respective jurisdictional limits to occur following the ILLINOIS TOLLWAY assuming jurisdiction of Illinois Route 390 from U.S. 20 to Illinois Route 53 which is anticipated to take place July 1, 2016. The frontage roads and appurtenant features will be improved as requested by the VILLAGE as part of this jurisdictional transfer (hereinafter referred to as the "PROJECT") by making the following improvements:

The scope of work includes improvements to the eastbound and westbound frontage roads along Illinois Route 390 from Springinsguth Road to Wright Boulevard and improvements to the associated traffic signals and lighting. Pavement improvements to the frontage roads include through lane pavement milling and resurfacing (6 inch depth), the milling and overlaying of the shoulders and full depth patching of the pavement and shoulders as needed. The signal heads on traffic signals at the eastbound and westbound frontage road intersections with Springinsguth Road, Rodenburg Road, and Wright Boulevard will be replaced with LED signal heads. The scope of work also includes

converting existing lighting located along the frontage roads to LED lighting, separating the frontage road lighting to its own system, installing underpass lighting on the Illinois Route 390 bridges over Springinguth Road, Rodenburg Road, and Wright Boulevard, fence removal, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the right of way parcels associated with the existing Elgin O'Hare Expressway frontage roads to be transferred from the ILLINOIS TOLLWAY to the TOWNSHIP and the VILLAGE in accordance with this AGREEMENT are situated along Illinois Route 390 between Springinguth Road and Wright Boulevard; and

WHEREAS, the ILLINOIS TOLLWAY has improved the westbound and eastbound frontage road pavements between Illinois Route 19 and the westbound Illinois Route 390 exit ramp and between Illinois Route 19 and the eastbound Illinois Route 390 entrance ramp, respectively, as part of a separate EOWA project, and therefore, pavement improvements are not required to be included within these segments as part of the PROJECT; and

WHEREAS, existing access control fencing along the Illinois Route 390 ramps, mainline or detention ponds may be located on the right of way parcels to be transferred from the ILLINOIS TOLLWAY to the TOWNSHIP and VILLAGE and will be the responsibility of the ILLINOIS TOLLWAY; and

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

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

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

WHEREAS, the TOWNSHIP by virtue of its powers as set forth in the Township Code, 60 ILCS 1/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

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

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

I. ENGINEERING

- A. The VILLAGE agrees to perform the preliminary and final design engineering, obtain necessary engineering related survey data, and prepare the final plans and specifications for the PROJECT. During the design and preparation of the plans

and specifications, the VILLAGE shall submit the plans and specifications to the ILLINOIS TOLLWAY for its review and comment at the following stages of plan preparation:

Pre-final

Final

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the ILLINOIS TOLLWAY by the VILLAGE.
- C. The ILLINOIS TOLLWAY shall review the plans and specifications which have the potential to impact the ILLINOIS TOLLWAY's maintained highways within twenty one (21) calendar days of receipt thereof. Approval by the ILLINOIS TOLLWAY shall mean the ILLINOIS TOLLWAY agrees with all specifications in the plans, including alignment and location of the PROJECT's improvements which impact the ILLINOIS TOLLWAY's maintained highways. In the event of disapproval, the ILLINOIS TOLLWAY will detail in writing its objections to the proposed plans and specifications for review by the VILLAGE.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The VILLAGE agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals, as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall perform all survey work, prepare all parcel plats, establish legal descriptions as necessary, and generally comply with its' written Policies and Procedures for all parcels to be transferred from the ILLINOIS TOLLWAY to the TOWNSHIP and VILLAGE.
- B. The parcels shall be transferred or conveyed by the ILLINOIS TOLLWAY to the VILLAGE following the ILLINOIS TOLLWAY assuming jurisdiction of Illinois Route 390 from U.S. 20 to Illinois Route 53 which is anticipated to take place July 1, 2016, as listed on "EXHIBIT A", attached hereto.
- C. The parcels shall be transferred or conveyed by the ILLINOIS TOLLWAY to the TOWNSHIP following the ILLINOIS TOLLWAY assuming jurisdiction of Illinois Route 390 from U.S. 20 to Illinois Route 53 which is anticipated to take place July 1, 2016, as listed on "EXHIBIT B", attached hereto.

- D. The parcels to be conveyed or transferred from the ILLINOIS TOLLWAY to the VILLAGE and TOWNSHIP are shown on the attached map “EXHIBIT C”, attached hereto.
- E. Any and all right of way acquisition costs, including but not limited to the purchase price, expenses for title research, survey preparation, and appraisal, negotiations, relocation, and court proceedings shall be borne by the transferring PARTY and shall not be subject to reimbursement by the receiving PARTY.
- F. The PARTIES agree to convey fee simple title, or any lesser property interest as may be required for the PROJECT, to the other PARTY. To effectuate the conveyance, the granting PARTY shall execute and deliver a quit claim deed in a form established by the ILLINOIS TOLLWAY.
- G. Unless otherwise agreed, the granting PARTY will provide the receiving PARTY the following documentation associated with the parcels being conveyed:
- Original Title Commitment
 - Plat & Legal Description
- H. The VILLAGE and TOWNSHIP agree to involve the ILLINOIS TOLLWAY in future negotiations for new or modified access control limits adjacent to Toll Highway ramp merge locations within the VILLAGE’s and TOWNSHIP’s right of way conveyed as part of the PROJECT.
- I. The VILLAGE and TOWNSHIP agree to allow the ILLINOIS TOLLWAY access to maintain access control fencing along the Illinois Route 390 ramps, mainline or detention ponds that may be located on the right of way parcels to be transferred from the ILLINOIS TOLLWAY to the VILLAGE and TOWNSHIP at no cost.

III. UTILITY RELOCATION

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

IV. CONSTRUCTION

- A. The VILLAGE shall advertise and receive bids, obtain the ILLINOIS TOLLWAY’s concurrence as to the amount of bids, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the approved plans and specifications, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.

- B. After award of the PROJECT, any proposed deviations from the plans and specifications that affect the other PARTY shall be submitted to that PARTY for approval prior to commencing such work. The PARTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the PARTY shall detail in writing its specific objections.
- C. After award of the PROJECT, assuming there are no proposed deviations from the plans and specifications that affect the other PARTY, the VILLAGE shall provide no less than five (5) calendar days' written notice to the other PARTY prior to commencement of work on the PROJECT.
- D. The VILLAGE shall require that the ILLINOIS TOLLWAY and TOWNSHIP, and their agents, officers, directors and employees be named as "additional insured" PARTIES in the General Liability Insurance and any other type of insurance coverage that the VILLAGE requires of its contractor(s) and that the ILLINOIS TOLLWAY and TOWNSHIP be added as an additional protected PARTY on all performance bonds required of the VILLAGE's contractor(s). The above referenced insurance requirements must be incorporated into any and all contract(s) and subcontracts for the PROJECT, construction, maintenance, or otherwise, that might be entered into in furtherance of this AGREEMENT. In addition, the VILLAGE must include contractual language in any of its contracts entered into in furtherance of this AGREEMENT requiring its contractor(s) to maintain documentation throughout the duration of this AGREEMENT evidencing the existence of required ILLINOIS TOLLWAY and TOWNSHIP insurance coverage. The required insurance documentation shall include, but not be limited to: copies of policies, certificates of insurance and additional insured endorsements.
- E. The VILLAGE, its contractor, subcontractors or vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the VILLAGE, its contractor, vendor, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained. All coverage's must be with Insurance Companies with an A.M. Best Company financial strength rating of "A minus" or better.
- F. Scope of Insurance – Coverage shall be at least as broad as:
1. Commercial General Liability – Include coverage for premises and operation, broad form property damage, products completed operations, independent contractor's personal injury liability and contractual obligations. Policy coverage shall be on Insurance Service Office (ISO) occurrence form CG 00 01 12 04 (or a substitute form providing equivalent protection).

2. Business Automobile Liability – Covering owned hired and non-owned vehicles and includes any required uninsured and underinsured insurance coverage for all operators. Policy coverage shall be on the latest filed ISO occurrence form (or a substitute form providing equivalent protection).
 3. Workers' Compensation Insurance – As required by the Workers' Compensation Act of the State of Illinois. Contractor may use a Self-Insured plan if the plan is approved by the State of Illinois and certified by the Illinois Workers' Compensation Commission.
 4. Excess/Umbrella Liability – To apply over the limits and coverage provided through Commercial General Liability, Business Automobile Liability and Employers Liability Insurance. Coverage shall include drop-down provisions if the underlying coverage is exhausted.
 5. Limits of Liability – Limits of liability will be provided for the following provisions, minimum limit requirements shown may be fulfilled with those indicated or the higher limits carried by the Contractor.
 6. Commercial General Liability – Limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual general aggregate. The general aggregate limit shall be endorsed on a per project basis. Products completed operations coverage will be maintained by the Contractor for a minimum of two (2) years following acceptance of work.
 7. Business Automobile Liability – Limit liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage per accident.
 8. Excess/Umbrella Liability – In addition to the limits of coverage specified in (1), (2) and (3) above, not less than \$5,000,000 per occurrence and annual aggregate per project will be maintained by the Contractor.
 9. Worker's Compensation and Employers Liability – Statutory Limits with Employers Liability limit of \$1,000,000 per occurrence.
- G. The TOWNSHIP and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the TOWNSHIP's system. The ILLINOIS TOLLWAY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the ILLINOIS TOLLWAY's system. The PARTIES shall assign personnel to perform inspections on behalf of the respective PARTY of all work included in the PROJECT that affects the other PARTIES system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY, the Village Manager of the VILLAGE and the Highway

Commissioner of the TOWNSHIP advising the respective PARTY as to the identity of the individual(s) assigned to perform said inspections.

- H. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- I. The VILLAGE shall give notice to the ILLINOIS TOLLWAY and to the TOWNSHIP upon completion of 70% and 100% of all PROJECT construction contracts to be funded by the ILLINOIS TOLLWAY, and the ILLINOIS TOLLWAY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the ILLINOIS TOLLWAY does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the VILLAGE. At the request of the ILLINOIS TOLLWAY, the VILLAGE's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the ILLINOIS TOLLWAY's or TOWNSHIP's representative shall give immediate verbal notice to the VILLAGE's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the VILLAGE's Engineer. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The ILLINOIS TOLLWAY or TOWNSHIP shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the VILLAGE that the deficiencies have been remedied.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to reimburse the VILLAGE for the design engineering costs for the PROJECT, estimated at \$80,280.64, hereafter referred to as "DESIGN ENGINEERING COSTS".
- B. The ILLINOIS TOLLWAY agrees to reimburse the VILLAGE for construction of the PROJECT improvements, estimated at \$2,297,977.30 for construction costs and \$192,862.00 for construction engineering, for a total cost of \$2,490,839.30, hereinafter referred to as "CONSTRUCTION COSTS".
- C. The ILLINOIS TOLLWAY will reimburse the VILLAGE based on actual DESIGN ENGINEERING COSTS of the PROJECT (\$80,280.64) and CONSTRUCTION COSTS of the PROJECT (\$2,490,839.30), or a total estimated cost of \$2,571,119.94.
- D. The ILLINOIS TOLLWAY agrees to reimburse the VILLAGE for the DESIGN ENGINEERING COSTS for the PROJECT, estimated at \$80,280.64. The ILLINOIS TOLLWAY shall pay to the VILLAGE the initial fifty percent (50%) of the DESIGN ENGINEERING COSTS within sixty (60) days of receipt of an invoice for the same from the VILLAGE, which may be submitted at any point

after the full execution of this AGREEMENT. The ILLINOIS TOLLWAY shall pay to the VILLAGE the remaining fifty percent (50%) of the DESIGN ENGINEERING COSTS within sixty (60) days of receipt by the ILLINOIS TOLLWAY of the seventy percent (70%) complete design engineering plans, as set forth in Section I (B).

- E. The ILLINOIS TOLLWAY agrees that upon award of the contract for the PROJECT and receipt of an invoice from the VILLAGE, the ILLINOIS TOLLWAY will pay to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT for CONSTRUCTION COSTS, based upon actual bid prices, and will pay to said VILLAGE the remainder of its obligation for CONSTRUCTION COSTS in a lump sum, upon completion of the PROJECT, based on final costs.
- F. The PARTIES agree to transfer the properties identified in this AGREEMENT without cash consideration.
- G. It is further agreed that notwithstanding the estimated cost, the PARTIES shall be responsible for the actual costs associated with their responsibilities as described in the Recital section of this AGREEMENT.
- H. The PROJECT costs shall not exceed the actual cost set forth in the accepted bid without prior written approval by all PARTIES. Should any additional costs be approved by all PARTIES, the VILLAGE shall invoice the ILLINOIS TOLLWAY for their share of any such additional costs, which additional payment shall be submitted to the VILLAGE within 30 days of such notification.

Either PARTY may request, after the construction contract(s) are let, that supplemental work that increases the total costs of any PROJECT or more costly substitute work be added to the construction contract(s). The PARTY implementing the construction contract(s) will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE or TOWNSHIP.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE or TOWNSHIP.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance

includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

- i. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - ii. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 - iii. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 - iv. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 - v. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE – RESPONSIBILITIES

- A. The maintenance responsibilities are shown on “EXHIBIT D” attached hereto and detailed below.
- B. The ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for Illinois Route 390, including the westbound exit ramp and eastbound entrance ramp to/from Illinois Route 19 within ILLINOIS TOLLWAY right of way as depicted on “Exhibit D”, and the access control fencing along the Illinois Route 390 ramps, mainline or detention ponds, in their entirety.
- C. The VILLAGE agrees to retain or accept jurisdiction and maintain or cause to maintain Springinsguth Road; Rodenburg Road; Wright Boulevard; the eastbound frontage road from Springinsguth Road to approximately 800 feet west of Illinois Route 19 and from Illinois Route 19 to Wright Boulevard within the VILLAGE limits; the westbound frontage road from Springinsguth Road to Illinois Route 19 and from approximately 750 feet east of Illinois Route 19 to Wright Boulevard within the VILLAGE limits; fencing along the north side of the westbound frontage road from east of Illinois Route 19 to Rodenburg Road and along the west side of Rodenburg Road north of the westbound frontage road; all lighting along aforementioned roadways including two lighting controllers; underpass lighting on Illinois Route 390 bridges over Springinsguth Road, Rodenburg Road, and Wright Boulevard; traffic signals at the intersections of the eastbound frontage road with Springinsguth Road, Rodenburg Road, and Wright Boulevard; and traffic signals at the intersections of the westbound frontage road with Springinsguth Road, Rodenburg Road, and Wright Boulevard, in their entirety.

- D. The TOWNSHIP agrees to retain or accept jurisdiction and maintain or cause to maintain Long Avenue, the eastbound frontage road from approximately 800 feet west of Illinois Route 19 to Illinois Route 19, the westbound frontage road from Illinois Route 19 to approximately 750 feet east of Illinois Route 19 within the TOWNSHIP's unincorporated limits, including associated lighting and fencing along the north side of the westbound frontage road east of Illinois Route 19, in their entirety.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the VILLAGE and TOWNSHIP shall continue to maintain all portions of the PROJECT within their respective rights of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the TOWNSHIP shall, upon completion of construction, be the sole maintenance responsibility of the TOWNSHIP.
- C. The PARTIES agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.
- D. Nothing herein is intended to prevent or preclude the PARTIES from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.
- E. Attached as "EXHIBIT D" is a description and identification of the PARTIES respective maintenance responsibilities. In the event there is a conflict between the aforementioned Exhibit and the maintenance provisions contained in Section VII of this AGREEMENT, the text in Section VII shall control.
- F. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of TOWNSHIP highways, VILLAGE highways and Toll Highway facilities within the limits of this PROJECT.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Township of Schaumburg Road District, the Village of Schaumburg and the Illinois State Toll Highway Authority.

- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Engineer of the VILLAGE and the TOWNSHIP's Highway Commissioner shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- F. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-2491861 and it is doing business as a governmental entity, whose mailing address is Village of Schaumburg, 101 Schaumburg Court, Schaumburg, Illinois 60193
- H. Under penalties of perjury, the TOWNSHIP certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is 1 Illinois Boulevard, Hoffman Estates, Illinois 60169
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.

- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the PARTIES unless such provision is waived in writing.
- M. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the TOWNSHIP: The Township of Schaumburg Road District
1 Illinois Boulevard
Hoffman Estates, Illinois 60169
Attn: Highway Commissioner

To the VILLAGE: The Village of Schaumburg
101 Schaumburg Court
Schaumburg, Illinois 60193
Attn: Village Manager

- O. The VILLAGE certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- P. The VILLAGE certifies that neither the VILLAGE nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

- Q. The VILLAGE certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the ILLINOIS TOLLWAY under this AGREEMENT have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- R. The VILLAGE and TOWNSHIP agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the TOLLWAY and/or the VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The VILLAGE and TOWNSHIP further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- S. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

DRAFT

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

THE TOWNSHIP OF SCHAUMBURG ROAD DISTRICT

By: _____ Attest: _____
Scott M. Kegarise, Highway Commissioner

Date: _____ (Please Print Name)

THE VILLAGE OF SCHAUMBURG

By: _____ Attest: _____
Al Larson, President

Date: _____ (Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Greg M. Bedalov, Executive Director

By: _____ Date: _____
Michael Colsch, Chief of Finance

By: _____ Date: _____
David A. Goldberg, General Counsel

Approved as to Form and Constitutionality

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

Exhibit A

The following parcels shall be transferred or conveyed by the ILLINOIS TOLLWAY to the VILLAGE on or before the “Date of Conveyance” subject to, and based upon the actual “Tolling Start Date”.

Illinois Tollway Parcels to be Conveyed to the Village of Schaumburg

Location	Parcel Number	Owner	Recipient
Springinsguth Road to Illinois Route 19	EO-1A-14-009.EX	Illinois Tollway	Village of Schaumburg
	EO-1A-15-019.EX	Illinois Tollway	Village of Schaumburg
	EO-1A-14-012.EX1	Illinois Tollway	Village of Schaumburg
	EO-1A-14-012.EX2	Illinois Tollway	Village of Schaumburg
	EO-1A-14-013.EX1	Illinois Tollway	Village of Schaumburg
	EO-1A-14-013.EX2	Illinois Tollway	Village of Schaumburg
Illinois Route 19 to Rodenburg Road	EO-1A-14-031.EX	Illinois Tollway	Village of Schaumburg
	EO-1A-14-032.EX	Illinois Tollway	Village of Schaumburg
	EO-1A-14-034.EX1	Illinois Tollway	Village of Schaumburg
	EO-1A-14-034.EX2	Illinois Tollway	Village of Schaumburg
	EO-1A-14-035.EX	Illinois Tollway	Village of Schaumburg
	EO-1A-15-001.EX	Illinois Tollway	Village of Schaumburg
Rodenburg Road to Wright Boulevard	EO-1A-14-037.EX1	Illinois Tollway	Village of Schaumburg
	EO-1A-14-037.EX2	Illinois Tollway	Village of Schaumburg
	EO-1A-14-038.EX1	Illinois Tollway	Village of Schaumburg
	EO-1A-14-038.EX2	Illinois Tollway	Village of Schaumburg
	EO-1A-14-039.EX	Illinois Tollway	Village of Schaumburg
	EO-1A-14-040.EX1	Illinois Tollway	Village of Schaumburg
	EO-1A-14-040.EX2	Illinois Tollway	Village of Schaumburg
	EO-1A-14-041.EX	Illinois Tollway	Village of Schaumburg
	EO-1A-14-043.EX	Illinois Tollway	Village of Schaumburg
	EO-1A-14-045.EX	Illinois Tollway	Village of Schaumburg

Exhibit B

The following parcels shall be transferred or conveyed by the ILLINOIS TOLLWAY to the TOWNSHIP on or before the “Date of Conveyance” subject to, and based upon the actual “Tolling Start Date”.

Illinois Tollway Parcels to be Conveyed to Schaumburg Township Road District

Location	Parcel Number	Owner	Recipient
Springinsguth Road to Illinois Route 19	EO-1A-14-015.EX	Illinois Tollway	Schaumburg Township
	EO-1A-14-016.EX	Illinois Tollway	Schaumburg Township
	EO-1A-14-018.EX	Illinois Tollway	Schaumburg Township
	EO-1A-14-019.EX	Illinois Tollway	Schaumburg Township
Illinois Route 19 to Rodenburg Road	EO-1A-14-024.EX	Illinois Tollway	Schaumburg Township
	EO-1A-14-025.EX	Illinois Tollway	Schaumburg Township
	EO-1A-14-028.EX	Illinois Tollway	Schaumburg Township
	EO-1A-14-029.EX	Illinois Tollway	Schaumburg Township
	EO-1A-14-030.EX	Illinois Tollway	Schaumburg Township



Elgin O'Hare Western Access

- LEGEND**
-  Illinois Tollway Parcels to be Conveyed to Schaumburg
 -  Illinois Tollway Parcels to be Conveyed to Schaumburg Township
 -  Illinois Tollway Right-of-way

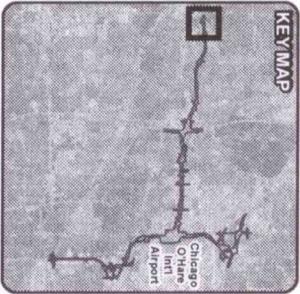
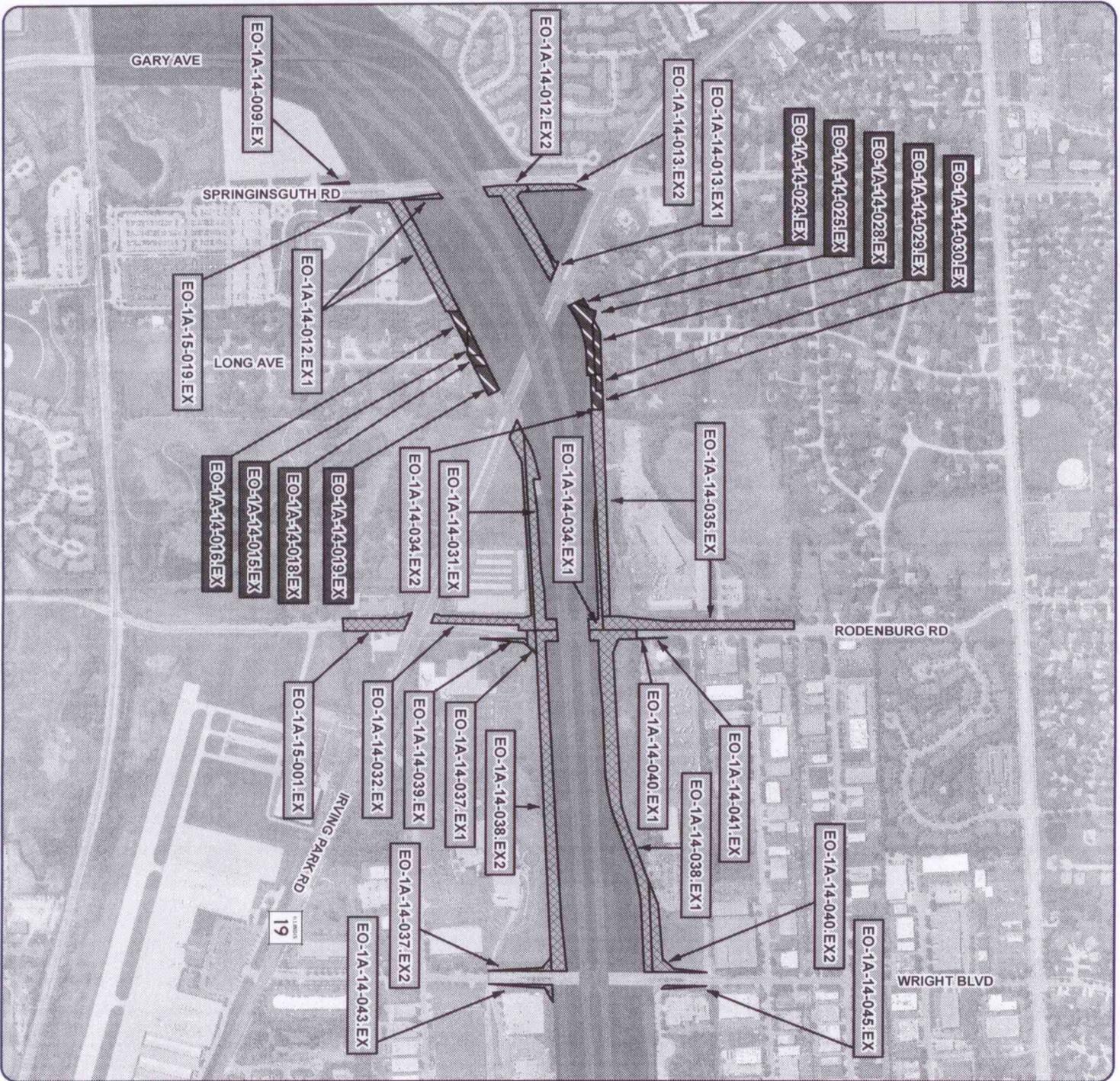


Exhibit C
Illinois Tollway Parcels to be Conveyed to Schaumburg and Schaumburg Township



Elgin O'Hare Western Access

LEGEND

- Schaumburg Lighting Controller
- Schaumburg Lighting
- Schaumburg Township Lighting
- IDOT Traffic Signal
- Schaumburg Traffic Signal
- Village of Schaumburg Maintenance/Jurisdiction
- Schaumburg Township Maintenance/Jurisdiction
- Tollway Maintenance/Jurisdiction
- Tollway Bridges
- Village of Schaumburg Boundary

STREET NAME
Jurisdiction

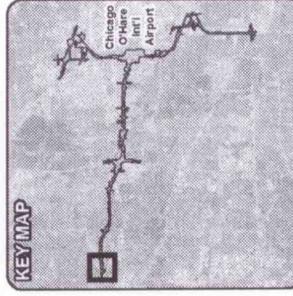
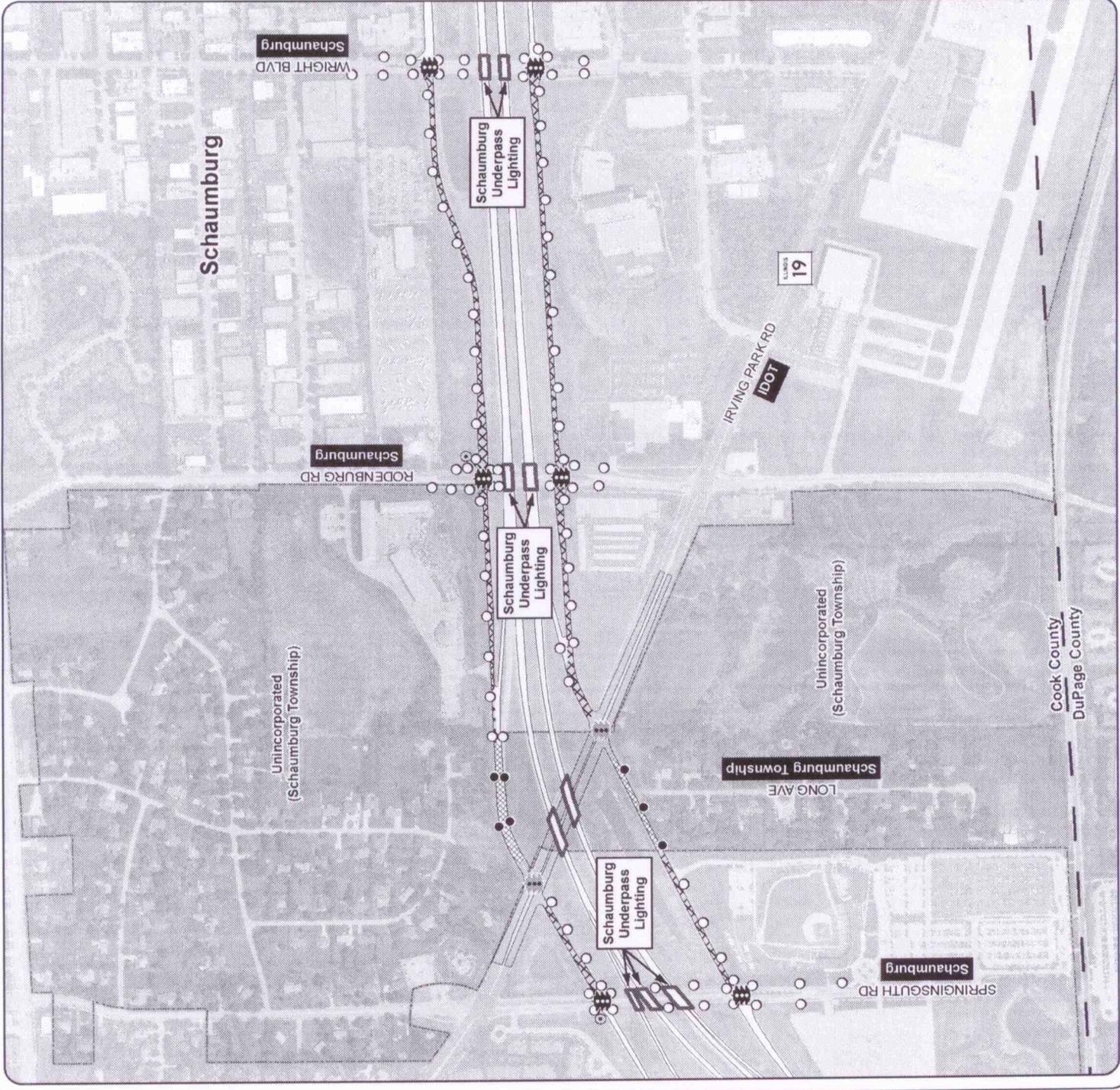


Exhibit D
Village of Schaumburg and
Schaumburg Township Maintenance/
Jurisdiction Responsibilities



RESOLUTION NO. 21050

Background

This is a First Addendum to an existing Intergovernmental Agreement (“First Addendum”) with Pace Suburban Bus Service (“Pace”). The original Intergovernmental Agreement between the Illinois State Toll Highway Authority (the “Tollway”) and Pace was executed on August 1, 2014, in which Pace agreed to construct three “Park-n-Ride” facilities on Tollway property, including one at the Barrington Road Interchange. The Tollway will build a pedestrian bridge at Barrington Road that will span the Toll Highway mainline. The project also includes the construction of eastbound and westbound access roads, two pedestrian underpasses, and a pedestrian bridge center pier. The Tollway will further agree to maintain elevators at the Pace facility, subject to reimbursement from Pace. The engineering and construction costs to be reimbursed by Pace are currently estimated at \$9,644,975.97.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare a First Addendum between the Tollway and Pace in substantially the form of the First Addendum attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____
Chairman

**INTERGOVERNMENTAL ADDENDUM AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
PACE SUBURBAN BUS**

This INTERGOVERNMENTAL ADDENDUM AGREEMENT (hereinafter referred to as the “ADDENDUM”) is entered into this _____ day of _____ 20____, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (hereinafter called the “ILLINOIS TOLLWAY”), and PACE SUBURBAN BUS, a suburban bus division of the Regional Transportation Authority of the State of Illinois (hereinafter called “PACE”), individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY and PACE executed an Intergovernmental Agreement on August 1, 2014 (hereinafter referred to as the “AGREEMENT”), for the PARTIES to partner in the expansion of transit services along the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as “Toll Highway), and included in multiple ILLINOIS TOLLWAY construction contract(s); and

WHEREAS, in the original AGREEMENT, PACE agreed to construct three (3) “Park-n-Ride” facilities on ILLINOIS TOLLWAY property: one (1) at the Randall Road Interchange; one (1) at the Illinois Route 25 Interchange; and one (1) which coincided with the ILLINOIS TOLLWAY Contract I-14-4220, at the I-90/Barrington Road Interchange; and

WHEREAS, subsequent to the execution of that AGREEMENT, PACE requested that the ILLINOIS TOLLWAY construct the Pedestrian Bridge that would span the Toll Highway mainline and connect to the station/passenger waiting area at the Park and Ride facility located at the southeast quadrant with those in the northeast quadrant of the I-90/Barrington Road Interchange (hereinafter referred to as the “PROJECT”), which is the subject of this ADDENDUM AGREEMENT; and

WHEREAS, the construction of the Barrington Road Interchange will also include the construction of eastbound and westbound access roads, two (2) pedestrian underpasses and a pedestrian bridge center pier; and

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

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

WHEREAS, PACE by virtue of its powers as set forth in the “Regional Transportation Authority Act,” 70 ILCS 3615 *et seq.* is authorized to enter into this ADDENDUM; and

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

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

I. ENGINEERING

- A. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this ADDENDUM.
- B. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT construction responsibility, including assuring that all permits and approvals as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State and local regulations and requirements pertaining to the work proposed for the PROJECT.
- C. The ILLINOIS TOLLWAY shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way to PACE, without charge to PACE. Any permit for right of access, temporary use shall not be unreasonably withheld by the ILLINOIS TOLLWAY.

II. RIGHT OF WAY

- A. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this ADDENDUM.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY will cause all utility companies to project, adjust, relocate or remove utility facilities in conflict with the PROJECT. PACE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utilities companies to protect, adjust, relocate or remove utility facilities in conflict with the PROJECT.

- B. In the event that the work proposed by PACE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, PACE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- C. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by PACE, PACE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain PACE's concurrence as to the amount of bids, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by PACE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect PACE shall be submitted to PACE for approval prior to commencing such work. PACE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, PACE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from PACE within fifteen (15) calendar days after delivery to PACE of the proposed deviation, the proposed deviation shall be deemed approved by PACE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect PACE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to PACE prior to commencement of work on the PROJECT.
- D. PACE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects PACE. PACE shall assign personnel to perform inspections on behalf of PACE of all work included in the PROJECT that affects PACE, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this ADDENDUM shall be delivered as indicated in Section IX of this ADDENDUM.
- F. The ILLINOIS TOLLWAY shall give notice to PACE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by PACE, and PACE shall make an inspection thereof not later than seven (7) calendar days after notice thereof.

If PACE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by PACE. At the request of PACE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, PACE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies identified shall be subject to joint re-inspection upon completion of the corrective work. PACE shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied, the Project shall be deemed accepted by PACE.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related construction engineering and construction costs subject to the reimbursement by PACE as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that PACE was responsible for preliminary and design engineering costs. It is further agreed that construction engineering for the PROJECT will be the responsibility of the ILLINOIS TOLLWAY and shall be computed as 10% of actual construction costs, subject to the reimbursement by PACE as hereinafter stipulated.
- C. Underpasses:
 - a. It is mutually agreed by the PARTIES hereto that PACE shall reimburse the ILLINOIS TOLLWAY under Contract I-14-4220 for an estimated amount of \$1,370,021.00, for construction costs, and \$117,700.00, for construction engineering costs or \$3.923% of total construction contract cost, for a total estimated amount of \$1,487,721.00. This estimated cost includes pedestrian underpasses from the station/passenger waiting areas to the sidewalk connected to Barrington Road and other local roads. This ADDENDUM AGREEMENT amends Section V. Financial, paragraph B, of the original AGREEMENT indicating an amount of \$1,300,000.00.
 - b. PACE agrees that upon execution of this ADDENDUM and receipt of an invoice from the ILLINOIS TOLLWAY, PACE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred for the construction of the pedestrian underpasses under ILLINOIS TOLLWAY Contract I-14-4220, based upon actual bid prices, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the pedestrian underpasses, based upon final costs.

D. The Pedestrian Bridge and Center Pier:

- a. It is mutually agreed by the PARTIES hereto that PACE shall reimburse the ILLINOIS TOLLWAY under Contract I-16-4264 an estimated amount of \$7,057,074.93 for construction costs and \$994,373.04 for construction engineering, for a total estimated cost of \$8,051,447.97.
 - b. PACE agrees that upon execution of this ADDENDUM and receipt of an invoice from the ILLINOIS TOLLWAY, PACE will pay to the ILLINOIS TOLLWAY, an amount equal to 80% of its obligation incurred for the construction of the center pier under ILLINOIS TOLLWAY Contract I-15-4233, based upon the actual bid price of \$105,807.00, and will pay to said ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the center pier, based on actual bid prices and final costs. This cost shall be deducted from the total cost of the PROJECT.
 - c. Pace agrees that upon award of ILLINOIS TOLLWAY Construction Contract I-16-4264 and receipt of an invoice from the ILLINOIS TOLLWAY, PACE will pay to the ILLINOIS TOLLWAY, an amount equal to each Pay Estimate Approved by the ILLINOIS TOLLWAY, and will pay to the ILLINOIS TOLLWAY the remainder of its obligation in a lump sum, upon completion of the PROJECT, based on final costs.
 - d. Pace agrees that upon award of ILLINOIS TOLLWAY Construction Engineering Contract I-16-4249 and receipt of an invoice from the ILLINOIS TOLLWAY, PACE will pay to the ILLINOIS TOLLWAY, an amount equal to each Invoice Approved by the ILLINOIS TOLLWAY related to Construction Engineering for the Pedestrian Bridge.
- E. PACE may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s). PACE shall pay for the cost increases of said work in full.
- F. PACE also agrees that upon receipt of an invoice from the ILLINOIS TOLLWAY, PACE will pay to the ILLINOIS TOLLWAY, an amount equal to 100% of its obligation incurred for the structural maintenance of the Pedestrian Bridge and for the maintenance of the retention pond/drainage facilities, based upon actual costs in accordance with Section VII of this ADDENDUM.
- G. The ILLINOIS TOLLWAY shall include the addition of the two (2) elevators for the Pedestrian Bridge into the ILLINOIS TOLLWAY's elevator maintenance contract. PACE agrees to be responsible for the cost of quarterly maintenance of the two (2) elevators, the annual testing required by the State of Illinois for the two (2) elevators, the pressure test and

the inspections for the two (2) elevators and any other inspections or testing in complying with all applicable Federal, State, and local regulations.

VI. MAINTENANCE - DEFINITIONS

- A. The term “local” means any PARTY to this ADDENDUM other than the ILLINOIS TOLLWAY. With respect to this ADDENDUM, it means PACE.
- B. As used herein, the terms “maintenance” or “maintain” mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facilities when needed, and unless specifically excluded in Section VII, MAINTENANCE – RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. “Routine maintenance” refers to the day to day repair, anti-icing and de-icing, snow removal, sweeping, litter and debris removal, including compliance with state laws and local ordinances.
 2. “Structural maintenance” refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck, expansion joints, parapet walls and drainage structures.
 3. “Lighting maintenance” refers to all aspects of installation, repair, replacement and operation of lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 4. “Emergency maintenance” refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the right of way which causes or threatens imminent danger or destruction to rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- C. The term “drainage facilities” refers to both open and enclosed systems. The term “drainage structures” refers to enclosed system only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- D. The terms “notify”, “give notice” and “notification” refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.

- E. The terms “be responsible for” or “responsibility” refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- F. The terms “consult with” refer to the duty of the PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- G. The term “approve” refers to the duty of the PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- H. The term “grade separation structure” refers to all structural elements between the abutments and below the wearing surface of the Pedestrian Bridge unless otherwise specified.

VII. MAINTENANCE – RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain the structural portion of the Pedestrian Bridge, on ILLINOIS TOLLWAY property, and the quarterly maintenance of the two (2) elevators, the annual testing required by the State of Illinois for the two (2) elevators, the pressure test and inspections for the two (2) elevators and any other inspections or testing in complying with all applicable Federal, State, and local regulations, subject to reimbursement by PACE as specified in Section V above.
- B. PACE agrees to be responsible for Routine Maintenance of the Pedestrian Bridge and the station/passenger waiting area as stated above in Section VI.
- C. PACE agrees to be responsible for the costs to maintain, or cause to maintain, the Pedestrian Bridge deck and the station/passenger waiting area as stated above, including all facilities, sidewalks, and any and all appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, and any other property within its jurisdiction, or any work the ILLINOIS TOLLWAY is including in the PROJECT for PACE at their request, in its entirety. PACE also agrees to assume responsibility for the reconstruction of the Pedestrian Bridge and the station/passenger waiting area, when needed.
- D. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonable necessary to fulfill their respective obligations under this ADDENDUM.

- E. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this ADDENDUM.
- F. PACE agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the Pedestrian Bridge and the station/passenger waiting area.
- G. If in the future, the ILLINOIS TOLLWAY adopts a roadway or other improvement which requires modifications, relocation or reconstruction to said Pedestrian Bridge and/or the station/passenger waiting area, then PACE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said Pedestrian Bridge and the station/passenger waiting area in conjunction with the ILLINOIS TOLLWAY's proposed improvement.
- H. In the event PACE fails to maintain the Pedestrian Bridge and/or the station/passenger waiting area located on ILLINOIS TOLLWAY property in its entirety and the ILLINOIS TOLLWAY is required to maintain such to protect the integrity of ILLINOIS TOLLWAY property, PACE agrees to reimburse the ILLINOIS TOLLWAY for the actual cost of the emergency maintenance plus 10% for overhead within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. All items of construction which are stipulated in this ADDENDUM to be maintained by PACE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of PACE.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an ADDENDUM between Pace Suburban Bus and the Illinois State Toll Highway Authority.
- B. Wherever in this ADDENDUM approval or review by either PACE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

- C. Not later than fourteen (14) calendar days after execution of this ADDENDUM each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out the execution of this ADDENDUM. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this ADDENDUM. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- D. In the event of a dispute between PACE and the ILLINOIS TOLLWAY in the carrying out of the terms of this ADDENDUM, the Chief Engineer of the ILLINOIS TOLLWAY and the Executive Director of PACE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this ADDENDUM in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- E. This ADDENDUM 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.
- F. Under penalties of perjury, PACE certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental entity, whose mailing address is Pace Suburban Bus, 550 West Algonquin Road, Arlington Heights, Illinois 60005.
- G. This ADDENDUM may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- H. This ADDENDUM shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- I. The failure by the ILLINOIS TOLLWAY or PACE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this ADDENDUM shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this ADDENDUM shall be deemed waived by the ILLINOIS TOLLWAY or PACE unless such provision is waived in writing.
- J. It is agreed that the laws of the State of Illinois shall apply to this ADDENDUM and that, in the event of litigation, venue shall lie in Du Page County, Illinois.
- K. All written reports, notices and other communications related to this ADDENDUM shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

The Illinois Toll Highway Authority
2700 Ogden Avenue

Downers Grove, Illinois 60515
Attn: Chief Engineer

To PACE:

Pace Suburban Bus
550 West Algonquin Road
Arlington Heights, Illinois 60005
Attn: Executive Director

- L. The PARTIES agree to maintain books and records related to the performance of this ADDENDUM and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or PACE under the ADDENDUM for a minimum of three (3) years from the last action on the ADDENDUM. The PARTIES further agree to cooperate fully with any audit performed by the Federal Transit Administration, the Regional Transportation Authority and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- M. The introductory recitals included at the beginning of this ADDENDUM are agreed to and incorporated into this ADDENDUM.
- N. All other provisions contained in the original AGREEMENT that are not in conflict with this ADDENDUM shall remain in full force and effect.

(This section intentionally left blank)

DRAFT

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

PACE SUBURBAN BUS

By: _____
Thomas J. Ross, Executive Director

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21051

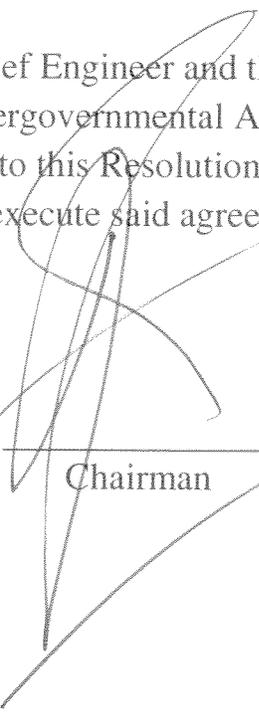
Background

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with Lee County in connection with improvements to I-88. The Tollway is rehabilitating bridges over I-88 at Pump Factory, Nachusa, Franklin, Reynolds, and Ashton Roads, and Lee County agrees to maintain the bridge decks.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement with Lee County in substantially the form attached to this Resolution, and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by:



Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
LEE COUNTY**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2016, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and LEE COUNTY, a corporate and politic of the State of Illinois, hereinafter called the "COUNTY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY to facilitate the free flow of traffic and further the safety to the motoring public, recently approved a 15 year Capital Program, "Move Illinois; *The Illinois Tollway Driving the Future*," which includes improvements to the Ronald Reagan Memorial Tollway (I-88) (hereinafter sometimes referred to as "Toll Highway"), including the rehabilitation of the existing mainline pavement which includes either reconstruction or milling and resurfacing from Illinois Route 251 to U.S. Route 30. The contemplated improvements are substantially included in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contracts RR-14-5660, RR-14-5661 and RR-14-5662 (hereinafter referred to as the "PROJECT") by making the following improvements:

RR-14-5660

The bridge structure carrying COUNTY Highway No. 11, also known as Pump Factory Road over I-88, will be rehabilitated. The work includes the repair of cracks and spalls in the girders, beam ends, abutments, wing walls, diaphragms, piers, and slope walls. The repair of delamination, spalls, pop outs, cracks, expansion joints, and failed patches of the bridge deck, and all other work necessary to complete the project in accordance with the approved plans and specifications.

RR-14-5661

The bridge structure carrying COUNTY Highway No. 7, also known as Nachusa Road over I-88, will be rehabilitated. The work includes repair of cracks and spalls in the girders, beam ends, abutments, wing walls, diaphragms, piers, slope walls and the removal and replacement of the bridge deck, and all other work necessary to complete the project in accordance with the approved plans and specifications.

The bridge structure carrying COUNTY Highway No. 3, also known as Franklin Road over I-88, will be rehabilitated. The work includes repair of cracks and spalls in the girders, beam ends, abutments, wing walls, diaphragms, piers, and slope walls. The

repair of delamination, spalls, pop outs, cracks, expansion joints, and failed patches of the bridge deck, and all other work necessary to complete the project in accordance with the approved plans and specifications.

The bridge structure carrying COUNTY Highway No. 2, also known as Reynolds Road over I-88, will be rehabilitated. The work includes the repair of cracks and spalls in the girders, beam ends, abutments, wing walls, diaphragms, piers, and slope walls. The repair of delamination, spalls, pop outs, cracks, expansion joints, and removal and replacement of the bridge deck., and all other work necessary to complete the project in accordance with the approved plans and specifications.

RR-14-5662

The bridge structure carrying Ashton Road (COUNTY Highway No. 23) over I-88 will be rehabilitated by removing and replacing the concrete deck and beams. The abutment/pier deteriorated areas will also be rehabilitated, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

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

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

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, prepare the final plans and specifications, and perform all construction engineering for the PROJECT.
- B. The COUNTY shall review the plans and specifications which impact the COUNTY's maintained highways within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections

from the COUNTY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the COUNTY's maintained highways. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. Notwithstanding, any disapproval by the COUNTY, the ILLINOIS TOLLWAY after considering the COUNTY's objections shall proceed as the Chief Engineer of the ILLINOIS TOLLWAY deems appropriate.

- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- E. The COUNTY shall not unreasonably withhold any and all permits, rights of access (ingress and egress), and temporary use to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY.

II. RIGHT OF WAY

- A. The acquisition or transfer of permanent right of way interests is not required from the COUNTY for the construction of the PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the COUNTY's or the ILLINOIS TOLLWAY's property or rights of way which the COUNTY or the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their respective highway systems. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the COUNTY's right of way or of the ILLINOIS TOLLWAY's right of way.
- B. In the event, the ILLINOIS TOLLWAY identifies areas of the COUNTY's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the COUNTY, shall upon the ILLINOIS TOLLWAY's application to the COUNTY's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge to the ILLINOIS TOLLWAY; allowing the

ILLINOIS TOLLWAY all temporary use. In addition, the COUNTY shall waive any surety bonding requirement. The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those lands used are to be restored to an “as good as – or – better” than pre-construction condition. Approval of any permit shall not be unreasonably withheld by the COUNTY.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY rights of way which require adjustment as part of the PROJECT.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to ILLINOIS TOLLWAY facilities where they cross COUNTY highway rights of way; and 2) to COUNTY facilities improved as part of the PROJECT.
- C. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of COUNTY jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the COUNTY.
- D. At all locations where utilities are located on COUNTY rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the COUNTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the COUNTY for any and all out of pocket costs the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.
- E. At all locations where the COUNTY's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the COUNTY, the COUNTY agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The COUNTY agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the COUNTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed deviation, the proposed deviation shall be deemed approved by the COUNTY. Notwithstanding any disapproval by the COUNTY, the ILLINOIS TOLLWAY may, after considering the COUNTY's objections, proceed as the Chief Engineer of the ILLINOIS TOLLWAY deems appropriate.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the COUNTY prior to commencement of work on the PROJECT.
- D. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY's system. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs.
- B. Either the COUNTY or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the COUNTY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 - 3. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident

restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- J. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
 - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
 - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-88 in its entirety.
- B. The COUNTY agrees to maintain, or cause to maintain, Pump Factory Road, Nachusa Road, Franklin Road, Reynolds Road and Ashton Road, and appurtenances.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Pump Factory Road
Type 2	Nachusa Road
Type 2	Franklin Road
Type 2	Reynolds Road
Type 2	Ashton Road

Type 2 - COUNTY Roadway over ILLINOIS TOLLWAY Right of Way

1. The COUNTY has all maintenance responsibility as to the following:
 - a. All COUNTY right of way and COUNTY highway roadway approaches to the grade separation structures, including but not limited to pavement, curb and gutter, shoulders, guardrail, approach slabs, and approach embankments outside access control fences.
2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the COUNTY as set forth herein, including but not limited to the following:
 - a. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, deck, abutments and piers;

- b. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - c. All bridge deck downspouts, from the scuppers to the outfall;
 - d. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - e. All underpass lighting.
- D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
- 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Super load Moves);
- E. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire structure. The ILLINOIS TOLLWAY will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the structures.
- F. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES hereto regarding maintenance of COUNTY highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the COUNTY shall continue to maintain all portions of the PROJECT within the COUNTY's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all

portions of the Toll Highway that are not required to be maintained by the construction contractor(s).

- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. The COUNTY and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other party.
- E. Nothing herein is intended to prevent or preclude the COUNTY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Lee County and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-88. The COUNTY shall retain jurisdiction of Pump Factory Road, Nachusa Road, Franklin Road, Reynolds Road and Ashton Road traversed or affected by I-88 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by either the COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such

PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- F. In the event of a dispute between COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the COUNTY Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. 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.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the COUNTY unless such provision is waived in writing.
- L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Lee County, Illinois.
- M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the COUNTY:

Lee County Highway Department
P.O. Box 193
1629 Lee Center Road
Amboy, Illinois 61310
Attn: County Engineer

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

(This section intentionally left blank)

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

LEE COUNTY

By: _____
Rick Ketchum, Board Chair

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

Approved as to Form and Constitutionality

Tiffany I. Bohn, Senior Assistant Attorney General, State of Illinois

RESOLUTION NO. 21052

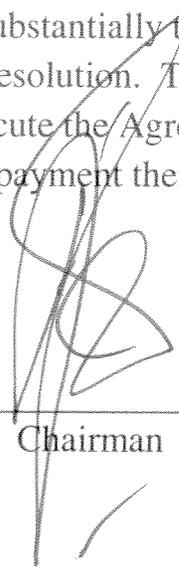
Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into an Intergovernmental Agreement with the Illinois Department of Central Management Services (“CMS”) in connection with the purchase of an Enterprise Resource Planning (“ERP”) solution. CMS has entered into various statewide contracts for ERP with Accenture LLP, SAP Public Services Inc., and Deloitte Consulting LLP for five-year terms, referenced in the Illinois Procurement Bulletin as including reference numbers 22033761, 22035081, and 22033694. The estimated upper limit for the Tollway’s initial program involvement is \$12,000,000 and includes reimbursement to CMS for the Tollway’s prorated share of statewide costs to establish the system, as well as Tollway specialized work items which may be paid directly to the vendors.

Resolution

The General Counsel and the Chief of Procurement are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Illinois Department of Central Management Services (in addition to the newly created State Department of Innovation and Technology) in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is hereby authorized to execute the Agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman



**INTERGOVERNMENTAL AGREEMENT
AMONG THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES,
THE DEPARTMENT OF INNOVATION AND TECHNOLOGY
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

This Intergovernmental Agreement is entered into by and among the Illinois Department of Central Management Services (“CMS”), the Illinois Department of Innovation and Technology (“DoIT”), and the Illinois State Toll Highway Authority (“Tollway”), (each a “Party” and collectively the “Parties”), pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220).

BACKGROUND

The Department of Innovation and Technology was established pursuant to Executive Order 2016-01. The purpose of the Executive Order is to consolidate the State’s information technology (“IT”) functions within a single agency, to deliver best-in-class innovation and technology to client agencies, and to better serve the residents and businesses of Illinois. The Executive Order was filed with the General Assembly on January 25, 2016, and took effect 60 days later pursuant to Article 5, Section 11 of the Illinois Constitution.

CMS and DoIT have mutual interests in the orderly transition of IT functions to DoIT and, pursuant to the Executive Order, CMS is cooperating with DoIT to accomplish that transition. The transition includes the migration of relevant contracts, rights and responsibilities from CMS to DoIT.

Prior to the creation of DoIT, CMS had undertaken a program to procure and implement a statewide Enterprise Resource Planning (“ERP”) system. The ERP system will create a single, unified operational platform to increase efficiency, automation, manage finances, human resources, grants, procurement, and provide detailed, real-time analytical support for better decision making. Without a unified ERP system, the State currently uses more than 400 non-interoperable software systems for these functions, which are too costly, slow and vulnerable for the effective performance of the work of the State of Illinois.

The ERP program involves the procurement of software, hardware, and the services of various consultants to design, implement, configure, train and support the program:

- The Governor’s Office of Management and Budget (“GOMB”) entered into an agreement with McKinsey & Company, Inc. (“McKinsey”) on March 31, 2014, and three subsequent amendments, for project management work for the ERP program.
- CMS entered into an agreement with SAP Public Services, Inc. (“SAP”) on May 29, 2015, to provide software and support for the ERP program; and on September 30, 2015 for hosting services (amended to February 26, 2016); and on September 30 2015 for MaxAttention professional services.

- CMS entered into an agreement with Deloitte Consulting LLP (“Deloitte”) on June 17, 2015 to perform design and implementation work (also known as system integration or “SI” work), which may be performed by Deloitte alone or together with another SI on the State’s ERP program.
- CMS entered into an agreement with Accenture LLP (“Accenture”) on July 10, 2015 to perform SI work, which may be performed by Accenture alone or together with another SI on the State’s ERP program.

The Parties have agreed that their mutual best interests are served by Tollway’s use of and full integration into the State’s ERP program, and this agreement sets forth the terms of the Parties’ cooperation, coordination, and respective responsibilities needed to accomplish Tollway’s inclusion in the ERP program.

AGREEMENT

The Parties agree as follows:

- A.** Like all other agencies participating in the ERP program, Tollway will benefit from the adoption of State ERP program and enterprise functionality, the software, the infrastructure, the design and blueprint as well as the solution (configurations and RICEFW components).
- B.** Like all other agencies participating in the ERP program, Tollway will be subject to the existing program governance structure, including any amendments to that structure. Tollway may at its discretion have a representative participate on the ERP Executive Steering Committee.
- C.** The costs associated with the Tollway’s entry into the ERP program at the time of the execution of this agreement will be \$748,223 for Fiscal Year 2016 and \$1,224,237 for Fiscal Year 2017, payable directly to CMS/DoIT. These amounts will only be billed to the Tollway in the event that the ERP program is not fully covered using bonded capital appropriations, as requested in the Governor’s Introduced Budget. If additional entry costs are needed for Tollway’s design and implementation beyond Fiscal Year 2017, Tollway and CMS/DoIT will reach a mutual understanding and amend this agreement accordingly.
- D.** The estimated upper limit of this contract for the entry fee in Section C above, and for all additional and unique ERP software, infrastructure and service needs, is \$12,000,000.00.
- E.** Tollway’s ERP design and implementation will be fully coordinated and interoperable with the statewide ERP system. Any Tollway change requests or customizations arising under Tollway’s inclusion in the ERP program (*e.g.*, Tollway-

specific RICEFWs) that deviate from the enterprise functionality will be subject to the approval mechanisms of the program governance structure.

- F.** Above and beyond the use of an enterprise solution, for all additional and unique ERP software, infrastructure and service needs, Tollway will prepare Statements of Work (“SOW’s”), or a functional equivalent, in coordination with, and subject to the review and approval of, CMS/DoIT. All material changes to a Tollway SOW at any point (from cost proposal through execution of the work) will be coordinated with and approved by CMS/DoIT. These changes may result in an amendment to the State’s existing ERP contracts listed above. In other words, all ERP contracts will be managed by CMS/DoIT, and Tollway agrees to subscribe to the software, infrastructure and services from these contracts. For all of Tollway’s additional and unique ERP software, infrastructure and service needs, Tollway will pay to the ERP vendors. The prevailing consideration for the successful completion of the ERP program is to have a single, unified, efficient and interoperable ERP system, which the Parties agree is in the best interest of the entire State enterprise.
- G.** Upon completion of the design and implementation of the ERP system, the ongoing use, maintenance and support costs associated with the ERP program will be allocated to Tollway according to a billing method that will be established by DoIT at a later date.
- H.** This agreement constitutes the complete and exclusive statement of the agreement of the Parties relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- I.** Wherever in this agreement approval or review by either CMS/DoIT or Tollway is provided for, said approval or review shall not be unreasonably delayed or withheld.
- J.** In the event of a dispute between CMS/DoIT and Tollway in carrying out of the terms of this agreement, the Executive Director of the Tollway and the Secretary of DoIT or their designees shall meet and resolve the issue.
- K.** In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- L.** This agreement may be executed in 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 signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- M.** This agreement may be amended upon mutual agreement of the parties. Any amendments shall be subject to interagency discussion and reduced to writing, signed by both parties, and attached to this agreement.

- N.** This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.
- O.** The failure by Tollway or CMS/DoIT to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this agreement shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this agreement shall be deemed waived by Tollway or CMS/DoIT unless such provision is waived in writing.
- P.** This agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this agreement shall not affect the remaining portions of this agreement or any part thereof. In the event that this agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
- Q.** The Parties will maintain books and records relating to the performance of this agreement necessary to support amounts charged to Tollway. Books and records, including information stored in databases or other computer systems, shall be maintained by the Parties for a period of three (3) 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.
- R.** All written reports, notices and other communications related to this agreement shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the Tollway:

The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Executive Director, Tollway

To CMS/DoIT:

The Illinois Department of Innovation &
Technology
120 West Jefferson, 1st Floor
Springfield, IL 62702-51036

Attn: Secretary [email address needed]

S. The information contained in the Background section this agreement is agreed to and incorporated in this agreement.

IN WITNESS THEREOF, the Parties have executed this agreement on the dates indicated.

THE ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

By: _____
(Director)

Date: _____

By: _____
(Chief Financial Officer)

Date: _____

By: _____
(Chief Legal Counsel)

Date: _____

THE ILLINOIS DEPARTMENT OF INNOVATION & TECHNOLOGY

By: _____
(Secretary)

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov
Executive Director

Date: _____

By: _____
Michael Colsch
Chief of Finance

Date: _____

By: _____
David A. Goldberg

Date: _____

General Counsel

Approved as to Form and Constitutionality

Tiffany Bohn, Senior Assistant Attorney General
State of Illinois

RESOLUTION NO. 21053

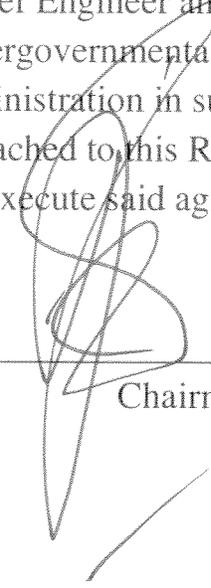
Background

As part of the Elgin O'Hare Western Access Project ("EOWA"), the Illinois State Toll Highway Authority (the "Tollway") and the Federal Aviation Administration ("FAA") must enter into an agreement to relocate, engineer and construct a Low Level Windshear Alert System ("LLWAS") for O'Hare Airport plane traffic. The existing LLWAS is located on Chicago Department of Aviation property and will be relocated and reconstructed on Tollway owned property. The LLWAS is being relocated because it will be impacted by future ramp and mainline construction in this area as part of the EOWA project. The rights to access, construct, and maintain the LLWAS will be granted via a permit from the Tollway to the FAA. The estimated costs to the Tollway for the LLWAS relocation is \$384,841.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Tollway and the Federal Aviation Administration in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____


Chairman

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**ILLINOIS STATE TOLL HIGHWAY AUTHORITY
CHICAGO O'HARE INTERNATIONAL AIRPORT
CHICAGO, ILLINOIS**

WHEREAS, the Federal Aviation Administration (FAA) agrees to furnish directly or by contract, material, supplies, equipment, and services which the Illinois State Toll Highway Authority (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and the Sponsor.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is for the engineering and installation effort required for the relocation of Low Level Wind shear Alert System (LLWAS) station 17 in support of the Elgin O'Hare Western Access (EOWA) project by the Illinois Tollway Authority. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

“Relocation of Low Level Wind shear Alert System (LLWAS) Station 17 at O’Hare International Airport”

B. The FAA will perform the following activities:

1. Provide technical services and consultation;
2. Meet with the Sponsor as required, to coordinate and discuss project planning and engineering;
3. Conduct site visits as part of preliminary engineering analysis;
4. Provide cost estimates and assistance in project and schedule planning;
5. Provide preliminary design reviews on plans and specifications that change as part of construction field orders after the contract award period. The reviews being referenced are separate from the design reviews being performed under the previous active reimbursable agreement for design consultation, which covers review up to the contract award;
6. FAA will conduct the required environmental analysis in the form of the Environmental Due Diligence Audit (EDDA) documentation for the FAA F&E facilities with real property transaction(s) that are associated with this project. FAA will be responsible for performing the acquisition EDDA for the new facility to ensure it meets FAA requirements. The Sponsor will provide any existing documentation and records it currently has available regarding the proposed parcel which the acquisition EDDA will be based upon. Any additional necessary information to provide a complete record, will be the responsibility of the FAA to obtain. FAA will also have responsibility for the lease termination EDDA for the existing LLWAS 17 site.;
7. Coordinate with the Airport Sponsor in order to ensure the National Environmental Policy Act (NEPA) documentation for the project incorporates associated FAA F&E actions. Also ensure NEPA documentation meets FAA requirements and approvals.
8. Evaluate impacts to FAA equipment, as required;
9. Develop drawings and specifications for FAA oversight of Sponsor construction activities and for FAA electronics installation activities.
10. FAA will be responsible for procurement and installation of LLWAS pole (150’) and wind sensor equipment for station 17.
11. FAA will remove LLWAS equipment from existing site 17 after the new site is commissioned.
12. FAA will provide construction oversight for LLWAS station 17 site construction.
13. FAA will adapt relocated LLWAS 17 station and commission new site.
14. FAA will review the design plans and specifications prepared by the Sponsor at 90% and 100% completion. The 90% and 100% reviews being referenced will be

performed under the previous active reimbursable agreement for design consultation, which covers review up to the contract award.

15. Review the red-line and as-built drawings by the Sponsor's contractor;
16. Order and coordinate delivery of relocated TELCO circuits.

C. The Sponsor will perform the following activities:

1. Provide funding for all activities in this Agreement;
2. Be responsible for facilitating, documenting, and mitigating issues as identified by the FAA in a timely manner;
3. Provide the FAA detailed information (exhibits, diagrams, drawings, photographs, plans, elevations, coordinates, and heights) for all proposed, planned or related projects in the airport;
4. Provide to the FAA copies of any environmental documents when requested by the FAA. The Sponsor will provide any existing documentation and records it currently has available regarding the proposed parcel which the EDDA will be based upon. FAA will be responsible for performing the EDDA;
5. Design and construct site preparation for LLWAS site 17. The Tollway is performing construction work with the noted exceptions listed below under item #10;
6. Provide to the FAA the proposed schedule for the engineering and construction phases of the project within 30 days of the start of the project's design. Additionally, the following delineated tasks shall be up dated every three months or as engineering and/or construction schedule changes:
 - Start date of the project's engineering design
 - Completion date of the project's engineering design,
 - Date Sponsor's construction project is submitted to the public for bid,
 - Award date and entity awarded construction of Sponsor's project,
 - Date construction of Sponsor's project is to start
 - Date construction of Sponsor's project is to be completed,
7. Submit an obstruction evaluation for an obstruction determination. Requirements are set forth in Advisory Circular 70-7460-2K, Proposed Construction or Alteration of Objects that May Affect Navigable Airspace, 03/01/2000;
8. Provide three (3) sets of "as-built" drawings in "D" size and one set in electronic file format using the Microstation format, including pertinent library files;
9. Complete NEPA requirements per FAA NEPA Order;
10. The Sponsor is responsible to fund the actual cost of the procurement, delivery, and installation of the LLWAS pole, wind sensors, and obstruction lighting; the actual work associated with these listed items will be performed by FAA contractor. The Sponsor is also responsible to fund the removal of the existing

- LLWAS equipment after the relocated station is commissioned and the existing LLWAS station 17 high mast pole; the actual work associated with these listed items will be performed by FAA contractor.
11. Prior to the commencement of any construction, Sponsor must grant necessary land rights and enter into a no-cost land permit with FAA for identified relocated facility for a 20-year term. The land rights granted are to include, but not limited to essential land sites, associated access road and cable routes from utility service points.
 12. Each party has responsibilities to remediate identified hazardous substance contamination consistent with the planned unmanned site description and limited use of the site for maintenance purposes only. Any potential remediation is dependent upon contamination type and will be limited to the level required by FAA policy for use of the site. The permit shall identify any known existing releases and such remediation is defined in provisions below.
 - The Sponsor agrees to remediate, at its sole cost, hazardous substance or petroleum contamination on the premises prior to construction of the new LLWAS 17 to the level that makes the site compliant with FAA policy. The permit shall identify any known existing releases of hazardous substances or threatened releases of petroleum products to the property.
 - The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the permitted premises that is found to have occurred as a direct result of the installation, operation and/or maintenance of the LLWAS 17/ASDE-X RU xx site. The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the permitted premises that is found to have occurred as a direct result of the installation, operation and/or maintenance of the LLWAS 17 Site.
 - The Sponsor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the permitted premises, which are not directly attributable to the installation, operation and /or maintenance of the LLWAS 17 Site.
 13. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.

D. This agreement is not, in whole or in part, funded with funding from an AIP grant.

ARTICLE 4. Points of Contact

A. FAA:

1. The Technical Operations Central Services Area will perform the scope of work included in this Agreement. Jeff Page is the FAA Technical Officer and liaison with the Sponsor and can be reached at (847) 294-7343. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Bradley K. Logan, who can be reached at (817) 222-4395.

B. Sponsor:

Illinois State Toll Highway Authority
Attn: Paul Kovacs, Chief Engineer
Attn: Manar Nashif, Senior Project Engineer
2700 Ogden Avenue
Downers Grove, Illinois, 60515
630 -241-6800 x-3841

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project for a relocated FAA facility and as defined herein, and to the extent that performance of the requirements of this Project for FAA facilities results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The Sponsor shall enter into a transfer agreement with the FAA for conveyance of ownership. The Sponsor and FAA acknowledge that the FAA has accepted the fundamental responsibilities of ownership by assuming all operations and maintenance

requirements for all property transferred to the FAA, and that the subject transfer to FAA is in the best interest of both the Sponsor and FAA.

In order to ensure that both FAA and the Sponsor have complete and accurate documentation of all property transferred to FAA and subject to this Agreement, the transfer of ownership of such real and personal property, with the exception of the land rights which are being granted by a no-cost land permit for a 20-year term, to the FAA shall be supported and memorialized by FAA's and the Sponsor's execution of Attachment A (Sponsor Cost and Transfer Certification Form) within ninety (90) calendar days from the date of project completion. The Sponsor will provide a line item property listing in tabular format including costs, as set forth in Attachment A, consisting of all real and personal property that is included in the Project. The cost data for each item will be supported by documentary evidence of reasonable cost and ownership, including, for example, the original invoice or billing statement, bill of lading, a copy of the construction contract, and verification of the contract acceptance date. At FAA's request, all supporting cost documentation shall be made available by the Sponsor within 5 workdays of the request. The FAA shall retain the original copy of Attachment A. A complete copy of Attachment A will be provided to the sponsor upon request.

- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
Plants Engineering WB4020, WB4050	\$20,000.00
Environmental/EOSH Engineering Support WB4030	\$25,000.00
Electronics Engineering WB4020, WB4050	\$20,000.00
Drafting WB4020	\$5,000.00
Resident Engineer (RE) WB4020, WB4050	\$30,000.00
Installation/Checkout WB4060, WB4050	\$30,000.00
Labor Subtotal	\$130,000.00
Labor Overhead (18%)	\$23,400.00
Total Labor	\$153,400.00
Non-Labor	
LLWAS 17 Procure 150' Pole	\$99,300.00
LLWAS 17 Procure Anemometer	\$3,000.00
LLWAS 17 Procure Electronics	\$20,000.00
Procure 1 Set of Anchor Rods/Templates	\$3,000.00
Removal/Disposal of existing LLWAS 17 Pole	\$40,000.00
Telecommunications for ASDE-X Remote Unit 12	\$35,000.00
Air Filter Replacement for 10L ALSF, 10C ALSF, RTR-R	\$10,000.00
Janitorial Services for 10L ALSF, 10C ALSF, RTR-R	\$3,000.00
Power Wash Facilities	\$3,000.00
Non-Labor Subtotal	\$216,300.00
Non-Labor Overhead (7%)	\$15,141.00
Total Non-Labor	\$231,441.00
TOTAL ESTIMATED COST	\$384,841.00

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit.

Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and submit the full advance payment to the Accounting Division. The sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: 405-954-4719

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Illinois State Toll Highway Authority
Attn: Paul Kovacs, Chief Engineer
Attn: Manar Nashif, Senior Project Engineer
2700 Ogden Avenue
Downers Grove, Illinois, 60515

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also

provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. Subject to the Tollway Board of Directors' approval, the Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date as long as the existing LLWAS 17 site remains functional, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. If necessary, the applicable department heads will meet to discuss the dispute and if they can't resolve the issue, then the agency/district heads will decide the issue. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved in a manner to be agreed upon by the parties. The resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding. See 49 U.S.C. § 46110. .

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

In accordance with and subject to the conditions, limitations, and exceptions set forth in the Federal Tort Claims Act of 1948, as amended, 28 U.S.C. § 2671, et seq. (Act), the Government will be liable to persons damaged by any personal injury, death, or injury to or loss of property if caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or

omission or to preclude the Government from using any defense available in law or equity.

The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees or contractors, or any third party acting on its behalf. In no event will either party be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

**ILLINOIS STATE TOLL HIGHWAY
AUTHORITY**

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Greg M. Bedalov
TITLE Executive Director
DATE _____

APPROVED AS TO FORM AND CONSTITUTIONALITY

Robert T. Lane, Senior Assistant Attorney General

DRAWN BY ED
 DATE 1/12/16
 CHECKED BY RMK
 DATE 1/12/16

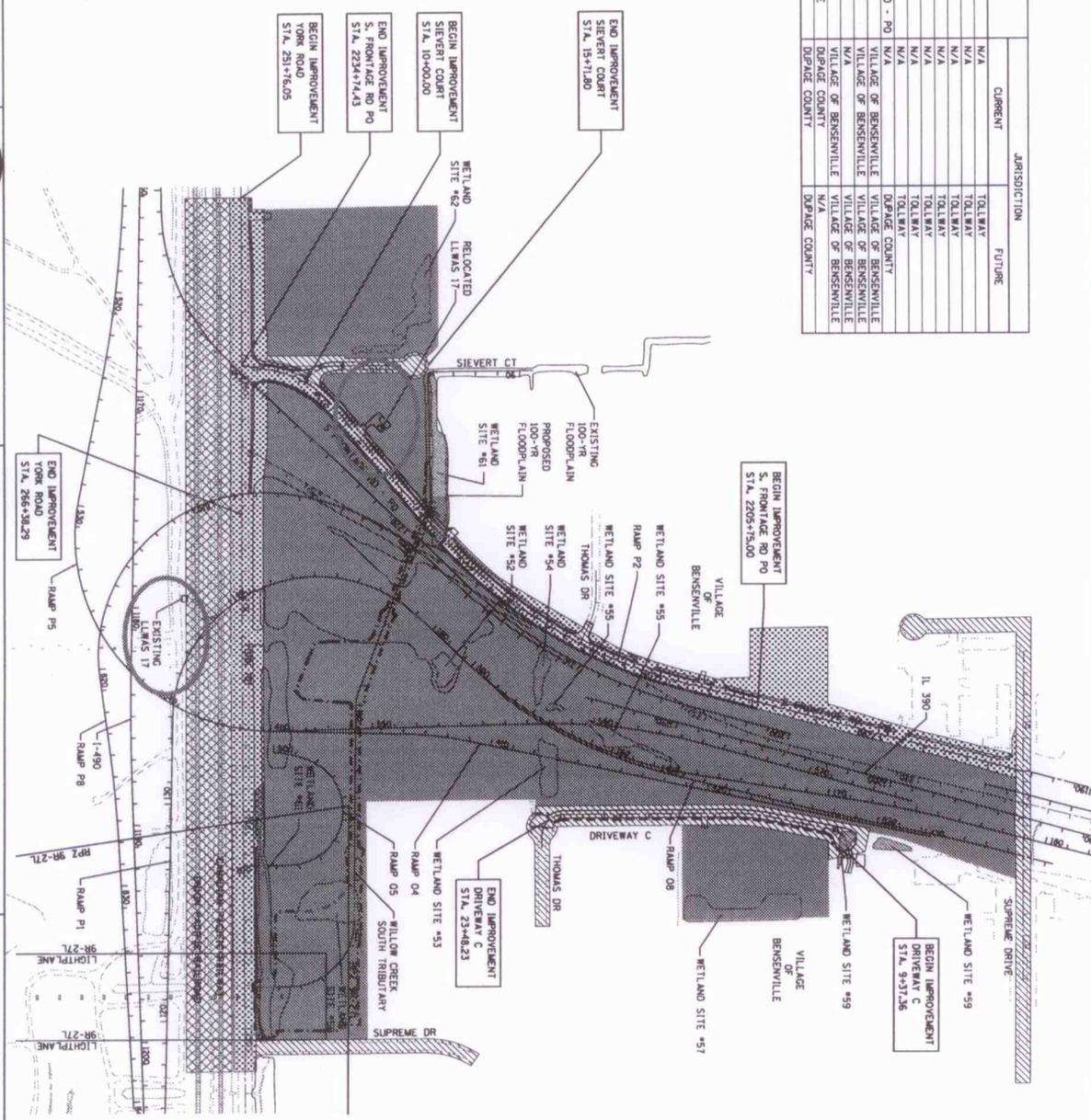


THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 OWNERS GROVE, ILLINOIS 60515

NO.	DATE	REVISIONS

CONTRACT NO. 1-15-4662
 CONTRACT AND FINAL JURISDICTION LIMITS
 SHEET NO. GEN-2
 DRAWING NO. 6 OF 655

ROADWAY	JURISDICTION	
	CURRENT	FUTURE
IL 390	N/A	TOLLWAY
I-490	N/A	TOLLWAY
RAMP P1	N/A	TOLLWAY
RAMP P2	N/A	TOLLWAY
RAMP P5	N/A	TOLLWAY
RAMP P8	N/A	TOLLWAY
RAMP P9	N/A	TOLLWAY
RAMP P10	N/A	TOLLWAY
S FRONTAGE RD - P1	N/A	DUPAGE COUNTY
S FRONTAGE RD - P2	N/A	VILLAGE OF BENSENVILLE
DRIVEWAY C	N/A	VILLAGE OF BENSENVILLE
SUPREME DR	N/A	VILLAGE OF BENSENVILLE
THORNHOLE AVE	N/A	DUPAGE COUNTY
YORK RD	N/A	DUPAGE COUNTY

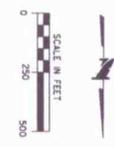


LEGEND:

	RAILROAD
	DUPAGE COUNTY
	VILLAGE OF BENSENVILLE
	TOLLWAY

NOTES:

- THIS DRAWING ILLUSTRATES THE CURRENT JURISDICTION OF EXISTING ROADWAY AND THE ANTICIPATED JURISDICTION OF THE ROADWAYS, RAMPS, BRIDGES AND OTHER IMPROVEMENTS UPON COMPLETION OF THE WORK.
- TOLLWAY STANDARD DRAWINGS ARE APPLICABLE TO TOLLWAY MAINLINE AND RAMP FACILITIES UNLESS OTHERWISE SUPERCEDED BY THE CONTRACT PLANS. TOLLWAY STANDARD DRAWINGS ARE NOT APPLICABLE TO MAINLINE AND RAMP FACILITIES UNLESS OTHERWISE SPECIFIED AND SUPERCEDED BY THE CONTRACT PLANS.



RESOLUTION NO. 21054

Background

The Illinois State Toll Highway Authority (the “Tollway”) wishes to maintain its relationship with the law firm of Laner Muchin, Ltd (“Laner Muchin”) to provide legal services in relation to collective bargaining matters. The Tollway will proceed with this relationship on similar terms and conditions as in prior years.

Resolution

The General Counsel is authorized to finalize necessary contract documentation with Laner Muchin and to seek necessary appointment from the Attorney General as Special Assistant Attorneys General to ensure that their representation is consistent with the terms presented to the Board. The Chairman or the Executive Director, in addition to the General Counsel, is authorized to execute any documents necessary to retain Laner Muchin, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman