

RESOLUTION NO. 20870

Background

The Illinois Tollway periodically receives requests from municipalities to annex Tollway property into their respective boundaries. In addition, the Tollway sometimes makes excess real estate parcels available to both private and public individuals and entities. In effort to document its practices and policies with respect to these issues, the Tollway has prepared separate annexation and excess property policies.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to draft and publish annexation and excess real estate policies outlining the Tollway's practices and procedures to be followed when addressing these respective issues in substantially the form of the policies attached to this Resolution. The aforementioned policies have been considered and are hereby approved by the Board of Directors.

Approved by: _____

Chairman



RESOLUTION NO. 20871

Background

The Illinois State Toll Highway Authority (the "Tollway") had previously issued a Tollway Request for Proposal No. 13-0118 to procure Cyber Liability Insurance Program Services. On March 27, 2014, the Board approved resolution number 20284 which provided for the engagement of Mesirow Insurance Services ("Mesirow") to provide Insurance Broker Services for the purpose of obtaining competitive proposals for a cyber liability insurance program. The services approved were for the period of May 1, 2014 through July 31, 2019 for an upper limit of compensation not to exceed \$39,000.00.

The Insurance Broker, Mesirow, received a number of indications of policy premiums for cyber liability coverages. Based on the recommendation of Mesirow and the review of the evaluation team, the proposal from Beazley Insurance Company is recommended for a one-year period commencing January 1, 2016 through December 31, 2016.

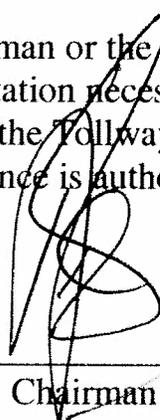
The Cyber Liability Insurance policy coverage will include Security and Privacy Liability, Breach Response Services, Cyber Extortion, Network Business Interruption and other related coverage. The base aggregate limit is \$10,000,000.00 subject to the retention of \$500,000.00. The notification expense coverage will be up to two-million individuals subject to the retention of 250 individuals.

Resolution

The proposal from Beazley Insurance Company is accepted for a one-year period commencing January 1, 2016 through December 31, 2016 for the annual premium amount of \$130,111 plus 3.7% surplus lines taxes/fees.

The Chairman or the Executive Director is hereby authorized to sign any and all documentation necessary to effectuate said procurement of coverage for and on behalf of the Tollway, subject to the approval of the General Counsel, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____


Chairman

RESOLUTION NO. 20872

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to continue to provide health insurance, including health management organization (“HMO”) and preferred provider organization (“PPO”) medical, dental and optical benefits coverage for Tollway employees. On August 19, 2009, the Tollway issued a Request for Proposals for the provision of health care benefits, said provision of services to cover the period of March 1, 2010 through February 28, 2011, with the option of nine additional one-year renewals. After a review and evaluation of all proposals it was determined that Health Care Services Corporation’s (Blue Cross/Blue Shield) proposal, dated October 1, 2009, best met the Tollway’s health care needs. It is in the best interest of the Tollway to pursue the sixth one-year optional renewal and enter into an agreement with Blue Cross/Blue Shield for the 2016-2017 plan year. Pursuant to Section 1.1060 of CMS’s Procurement Rules, CMS has delegated to the Tollway the authority to procure these services.

Resolution

The proposals of Health Care Services Corporation (Blue Cross/Blue Shield) to provide the aforementioned services and coverage for the period of March 1, 2016 through February 28, 2017 are accepted; the General Counsel and the Chief of Finance are authorized to negotiate the final terms and conditions and prepare any and all documents necessary to effectuate the appropriate agreements with Health Care Services Corporation (Blue Cross/Blue Shield); the Chairman or the Executive Director is authorized to execute said agreements; and the Chief of Finance is authorized to issue warrants from time to time in payment for the contracted services, as well as payments that may arise under the Affordable Care Act in connection with the Tollway’s health plans.

Approved by: _____

Chairman

RESOLUTION NO. 20873

Background

On December 30, 1998, The Illinois State Toll Highway Authority (the “*Authority*”) issued, for the purpose of refunding certain outstanding revenue bonds of the Tollway, \$123,100,000 aggregate principal amount of Toll Highway Variable Rate Revenue Bonds, 1998 Series B (the “*1998B Bonds*”) pursuant to: (a) the Toll Highway Act; (b) Resolution No. 15312 adopted by the Authority on December 17, 1998; and (c) a Trust Indenture dated as of December 1, 1985, as supplemented and amended from time to time, including as supplemented and amended by the Sixth Supplemental Indenture dated as of December 1, 1998 (the “*Sixth Supplemental Indenture*”) providing for the issuance of the 1998B Bonds, and as subsequently amended and restated into the Amended and Restated Trust Indenture effective as of March 31, 1999 (the “*Trust Indenture*”) from the Authority to J.P. Morgan Trust Company, N.A., as trustee, which such trustee was subsequently succeeded by The Bank of New York Mellon Trust Company, N.A. (the “*Trustee*”).

The scheduled principal payments and maturity dates of the 1998B Bonds are as follows: (i) \$53,900,000 due on January 1, 2016; and (ii) \$69,200,000 due on January 1, 2017. The 1998B Bonds are subject, at the option of the Authority, to redemption prior to maturity upon notice from the Authority to the Trustee not less than thirty days prior to the redemption date.

In connection with the issuance of the 1998B Bonds, the Tollway entered into two Interest Rate Swap Agreements dated as of December 17, 1998 (the “*1998B Swap Agreements*”) between the Tollway and J.P. Morgan Chase Bank, N.A., as successor to Bear Stearns Financial Products, Inc., and Goldman Sachs Mitsui Marine Derivative Products, L.P. (the “*Swap Providers*”).

It is in the best interest of the Tollway to be in a position to redeem the 1998B Bonds in order to achieve economic savings.

RESOLUTION NO. 20873

Resolution

On behalf of the Authority, the Chair is authorized to direct redemption of the \$69,200,000 principal amount of 1998B Bonds maturing on January 1, 2017, in accordance with the terms of the Trust Indenture and the Sixth Supplemental Indenture. The Chairman, Executive Director, Chief of Finance and General Counsel (each, an "*Authorized Officer*") are each authorized and directed to do all such acts and things and to execute and deliver all such documents as may be deemed necessary or desirable to effectuate the optional redemption of the 1998B Bonds.

In connection with any such redemption of the 1998B Bonds, each Authorized Officer is hereby authorized to take all actions necessary to cause the termination of the 1998B Swap Agreements. The Chief of Finance is authorized to negotiate any settlement, breakage or termination amount payable by the Authority as a result of the termination of the 1998B Swap Agreements (the "*Termination Payments*"). The Termination Payments may be paid from any lawfully available funds held under the Trust Indenture or any other lawfully available funds of the Authority.

The Chief of Finance is authorized to transfer funds to the Trustee in an aggregate amount necessary to provide for the redemption of the 1998B Bonds and termination of the 1998B Swap Agreements. The Chief of Finance is authorized to pay reasonable fees and costs of the Authority incurred in connection with the redemption of the 1998B Bonds and termination of the 1998B Swap Agreements including, without limitation, attorneys' fees and credit enhancement provider fees.

All acts and undertakings of the officials or officers of the Tollway that are in conformity with the purposes and intent of this Resolution are in all respects approved and confirmed. This Resolution is effective immediately upon its adoption.

Approved by: _____

Chairman

RESOLUTION NO. 20874

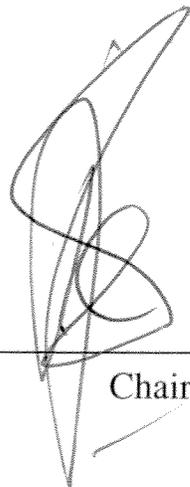
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Starcom21 Radio Replacements through the Central Management Services ("CMS") master contract with Motorola Solutions, Inc. (Tollway Contract No. 15-0152) for an upper limit of compensation not to exceed \$9,461,056.00. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Starcom21 Radio Replacements from Motorola Solutions, Inc. (Tollway Contract No. 15-0152) is approved in an amount not to exceed \$9,461,056.00. 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. 20875

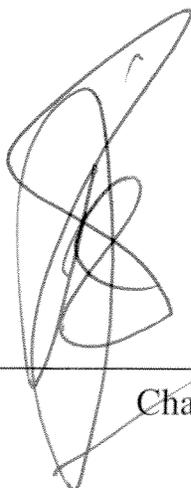
Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Starcom21 Radio Programming Tools, Training, Equipment, and Equipment Installation through the Central Management Services (“CMS”) master contract with Motorola Solutions, Inc. (Tollway Contract No. 15-0155) for an upper limit of compensation not to exceed \$947,874.48. These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

Resolution

The utilization of the CMS master contract for the purchase of Starcom21 Radio Programming Tools, Training, Equipment, and Equipment Installation from Motorola Solutions, Inc. (Tollway Contract No. 15-0155) is approved in an amount not to exceed \$947,874.48. 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. 20876

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Job Order Contracting ("JOC") for General Construction Services. Pursuant to the Tollway's Invitation for Bids No. 15-0081, the Tollway has determined that F.H. Paschen, S.N. Nielsen & Associates LLC; Anchor Mechanical, Inc.; AGAE Contractors, Inc.; McDonagh Demolition, Inc.; Robe, Inc.; Conecta Group, Inc.; Speedy Gonzalez Landscaping, Inc.; Old Veteran Construction, Inc.; and Wight Construction Services, Inc. are the lowest responsible bidders for JOC for General Construction Services for an aggregate upper limit of compensation not to exceed \$50,000,000.00.

Resolution

The bids from F.H. Paschen, S.N. Nielsen & Associates LLC; Anchor Mechanical, Inc.; AGAE Contractors, Inc.; McDonagh Demolition, Inc.; Robe, Inc.; Conecta Group, Inc.; Speedy Gonzalez Landscaping, Inc.; Old Veteran Construction, Inc.; and Wight Construction Services, Inc. for the purchase of JOC for General Construction Services are accepted. Contract No. 15-0081 is approved in an aggregate amount not to exceed \$50,000,000.00 for a five-year initial term. 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. 20877

Background

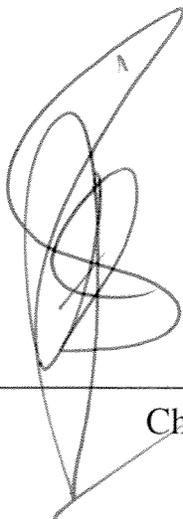
The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Overhead Garage Door Parts and Repair Services. Pursuant to the Tollway's Invitation for Bids No. 14-0157R, the Tollway has determined that Builders Chicago Corporation is the lowest responsible bidder for Overhead Garage Door Parts and Repair Services for an upper limit of compensation not to exceed \$306,085.20.

Resolution

The bid from Builders Chicago Corporation for the purchase of Overhead Garage Door Parts and Repair Services is accepted. Contract No. 14-0157R is approved in an amount not to exceed \$306,085.20. 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. 20878

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Scrap Tire/Rubber Debris Pickup and Disposal Services. Pursuant to the Tollway’s Invitation for Bids No. 14-0130R, the Tollway has determined that DisposAll Waste Services, LLC is the lowest responsible bidder for Scrap Tire/Rubber Debris Pickup and Disposal Services for an upper limit of compensation not to exceed \$177,600.00.

Resolution

The bid from DisposAll Waste Services, LLC for the purchase of Scrap Tire/Rubber Debris Pickup and Disposal Services is accepted. Contract No. 14-0130R is approved in an amount not to exceed \$177,600.00. 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. 20879

Background

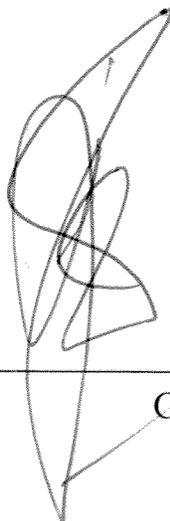
The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Portable Wheel-Load Weigh Scales. Pursuant to the Tollway's Invitation for Bids No. 14-0150, the Tollway has determined that F.L. Walz, Inc. (d.b.a. Walz Scale Co., Inc.) is the lowest responsible bidder for Portable Wheel-Load Weigh Scales for an upper limit of compensation not to exceed \$71,920.00.

Resolution

The bid from F.L. Walz, Inc. (d.b.a. Walz Scale Co., Inc.) for the purchase of Portable Wheel-Load Weigh Scales is accepted. Contract No. 14-0150 is approved in an amount not to exceed \$71,920.00. 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. 20880

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-15-5711 for Eastbound Bridge Rehabilitation on the Jane Addams Memorial Tollway (I-90) from Milepost 78.3 (West of Des Plaines River Road) to Milepost 78.8 (Kennedy Expressway). The lowest responsible bidder on Contract No. RR-15-5711 is Lorig Construction Company in the amount of \$9,169,227.99.

Resolution

Contract No. RR-15-5711 is awarded to Lorig Construction Company in the amount of \$9,169,227.99, 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 Chair 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. 20881

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-15-4232 for Inside Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 56.8 (IL Route 25) to Milepost 60.8 (Higgins Road). The lowest responsible bidder on Contract No. I-15-4232 is Plote Construction, Inc. in the amount of \$30,349,821.73.

Resolution

Contract No. I-15-4232 is awarded to Plote Construction, Inc. in the amount of \$30,349,821.73, 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 Chair 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. 20882

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-15-4233 for Inside Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 60.8 (Higgins Road) to Milepost 65.5 (Roselle Road). The lowest responsible bidder on Contract No. I-15-4233 is Plote Construction, Inc. in the amount of \$40,990,755.28.

Resolution

Contract No. I-15-4233 is awarded to Plote Construction, Inc. in the amount of \$40,990,755.28, 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 Chair 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. 20883

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-15-4231 for Eastbound Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 53.7 (Elgin Plaza) to Milepost 55.4 (Fox River). The lowest responsible bidder on Contract No. I-15-4231 is Lorig Construction Company in the amount of \$21,105,929.40.

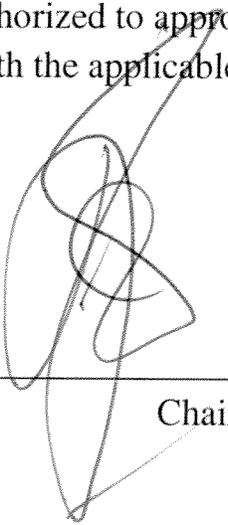
Resolution

Contract No. I-15-4231 is awarded to Lorig Construction Company in the amount of \$21,105,929.40, 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 Chair 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. 20884

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-14-5700 for Crossroad Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 24.5 (Tripp Road) and Milepost 27.9 (Spring Center Road). The lowest responsible bidder on Contract No. I-14-5700 is Lorig Construction Company in the amount of \$6,503,132.28.

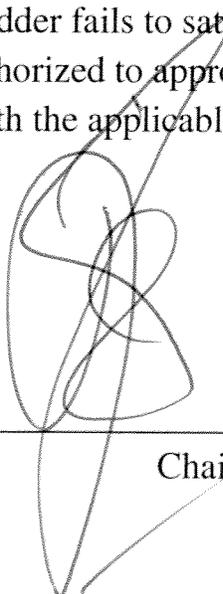
Resolution

Contract No. I-14-5700 is awarded to Lorig Construction Company in the amount of \$6,503,132.28, 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 Chair 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. 20885

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-14-4642 for Roadway and Bridge Construction on Illinois Route 390 from Milepost 13.6 (West of Prospect Avenue) to Milepost 15.2 (East of Lively Blvd). The lowest responsible bidder on Contract No. I-14-4642 is Plote Construction, Inc. / Dunnet Bay Construction Co., (JV) in the amount of \$52,973,667.81.

Resolution

Contract No. I-14-4642 is awarded to Plote Construction, Inc. / Dunnet Bay Construction Co., (JV) in the amount of \$52,973,667.81, 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 Chair 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. 20886

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-15-4651 for Landscape Improvements on Illinois Route 390 from Milepost 5.9 (Lake Street US 20) to Milepost 12.1 (Rohlwing Road IL 53). The lowest responsible bidder on Contract No. I-15-4651 is Semper Fi Yard Service Inc. in the amount of \$1,323,776.20.

Resolution

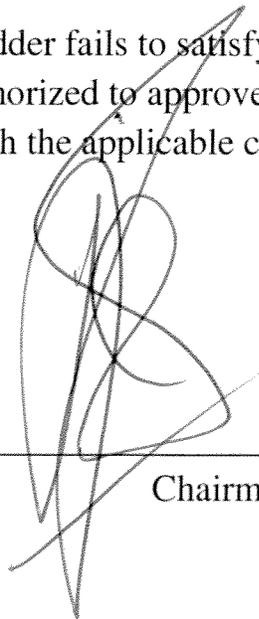
Contract No. I-15-4651 is awarded to Semper Fi Yard Service Inc. in the amount of \$1,323,776.20, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The Chair 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. 20887

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Construction Management for Construction Management Services Upon Request, Systemwide, on Contract No. I-15-4241. Globetrotters Engineering Corporation has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,500,000.00. 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 Globetrotters Engineering Corporation to obtain Construction Management Services, Contract No. I-15-4241, with an upper limit of compensation not to exceed \$3,500,000.00, subject to review and approval of the General Counsel. The Chair 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: _____

Chair

RESOLUTION NO. 20888

Background

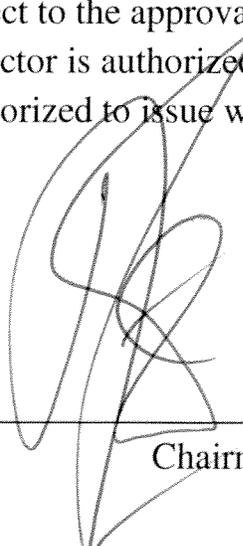
The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 19238 approved October 21, 2010 entered into an Agreement with AECOM Technical Services, Inc. on Contract RR-10-9973 for Trust Indenture and Consulting Engineer Services, Systemwide.

Per Tollway request, AECOM Technical Services, Inc. has submitted a proposal to extend this contract for one year through December 31, 2016 for Supplemental Trust Indenture and Consulting Engineering Services for Contract RR-10-9973, increasing the contract upper limit by \$18,239,000.00 from \$58,913,971.33 to \$77,152,971.33. It is necessary and in the best interest of the Tollway to accept the proposal from AECOM Technical Services, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with AECOM Technical Services, Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair 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. 20889

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 19239 approved October 21, 2010 entered into an Agreement with CDM Smith Inc. on Contract RR-10-9974 for Trust Indenture and Traffic Engineering Services, Systemwide.

Per Tollway request, CDM Smith Inc. has submitted a proposal to extend this contract for one year through December 31, 2016 for Supplemental Trust Indenture and Traffic Engineering Services for Contract RR-10-9974, increasing the contract upper limit by \$4,270,000.00 from \$17,878,823.19 to \$22,148,823.19. It is necessary and in the best interest of the Tollway to accept the proposal from CDM Smith Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with CDM Smith Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair 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. 20890

Background

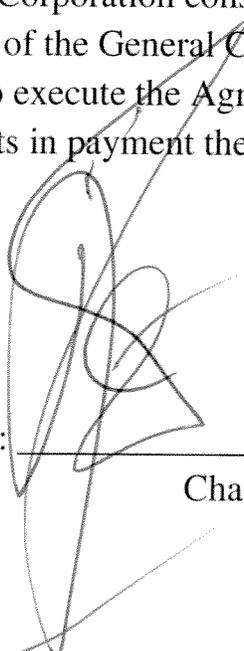
The Illinois State Toll Highway Authority ("Tollway), pursuant to Resolution No. 19726 approved June 28, 2012 entered into an Agreement with HNTB Corporation on Contract I-11-4013 for Program Management and Technical/Administrative Services, Systemwide.

Per Tollway request, HNTB Corporation has submitted a proposal to provide Supplemental Program Management Services for Contract I-11-4013, increasing the contract upper limit by \$19,153,417.53 from \$ 69,890,000.00 to \$89,043,417.53. It is necessary and in the best interest of the Tollway to accept the proposal from HNTB Corporation.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with HNTB Corporation consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair 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. 20891

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20186 approved December 19, 2013 entered into an Agreement with DLZ Illinois, Inc. on Contract I-13-4106 for Construction Management for Crossroad Bridge Reconstruction and Widening, on the Jane Addams Memorial Tollway (I-90) at Milepost 65.6 (Roselle Road).

Per Tollway request, DLZ Illinois, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract I-13-4106, increasing the contract upper limit by \$1,188,000.00 from \$2,900,000.00 to \$4,088,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from DLZ Illinois, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with DLZ Illinois, Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair 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. 20892

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20187 approved December 19, 2013 entered into an Agreement with Parsons Brinckerhoff, Inc. on Contract I-13-4107 for Construction Management Services for Crossroad Bridge Reconstruction and Widening, on the Jane Addams Memorial Tollway (I-90) at Milepost 67.3 (Meacham Road).

Per Tollway request, Parsons Brinckerhoff, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract I-13-4107, increasing the contract upper limit by \$1,095,153.28 from \$2,972,774.21 to \$4,067,927.49. It is necessary and in the best interest of the Tollway to accept the proposal from Parsons Brinckerhoff, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Parsons Brinckerhoff, Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair 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. 20893

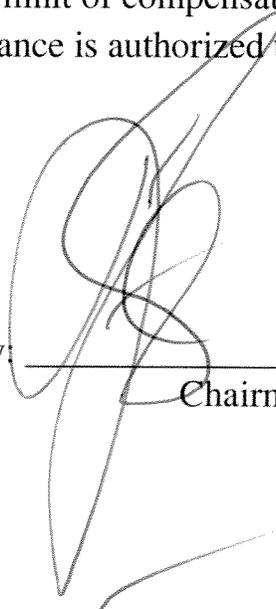
Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20696 approved on May 28, 2015 entered into an Agreement for Contract No. I-13-4629 with F.H. Paschen, S.N. Nielsen & Assoc., LLC for Road and Bridge Construction on the New Illinois Route 390 from Milepost 10.1 (east of Roselle Road) to Milepost 13.6 (Arlington Heights Road). This Change Order provides for additional earth excavation, top soil excavation and disposal.

Resolution

The Change Order in the amount of \$582,940.50 and the associated increase in the upper limit of compensation on Contract No. I-13-4629 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____
Chairman



RESOLUTION NO. 20894
AMENDING RESOLUTION NO. 20227

Background

Resolution 19584 as amended by Resolution 20227 authorized a budget of \$160,000,000.00 for Land Acquisition to acquire all needed parcels and move forward in its acquisition of all real estate and interests in real estate for the Elgin O'Hare Western Access, Project No. I-11-4011; including fee title, permanent easements, temporary easements, access control relative to said project, and to pay for any and all land acquisition fees, costs, services, as well as appraisals, negotiations, legal, title work, closings, relocations, acquisitions, filing suit for condemnation, aka eminent domain, for the Project. The Tollway's Land Acquisition Department continues to move forward in its acquisition of all real estate and interests in real estate for Project No. I-11-4011. This Resolution amending Resolution Number 20227 will increase said allocated funds by \$200,000,000.00 to \$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, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, and to pay any and all such other acquisition costs, fees, and expenses necessary to acquire all needed real estate and interests in real estate.

Resolution

The Tollway's Engineering Department by and through its Land Acquisition Manager, together with 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, 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 and all such other experts retained for the purpose of acquiring all needed real estate and interests in real estate, and for the payment of preliminary just compensation as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

RESOLUTION NO. 20894
AMENDING RESOLUTION NO. 20227

Resolution – Continued

These acquisitions are necessary and convenient to secure all needed real estate and the interests in real estate. Acquisition is authorized for the previously identified parcels listed on “Exhibit ‘A’ Elgin O’Hare Western Access” which is attached hereto and incorporated herein by reference.

In the event when all or part of the previously identified parcels listed 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 previously identified parcels by instituting and proceeding to acquire said previously identified parcels by eminent domain in the name of the Tollway.

The Executive Director and/or the Land Acquisition Manager, subject to form and constitutionality approval of the General Counsel, 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 continue 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 previously identified parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said previously identified parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$360,000,000.00.

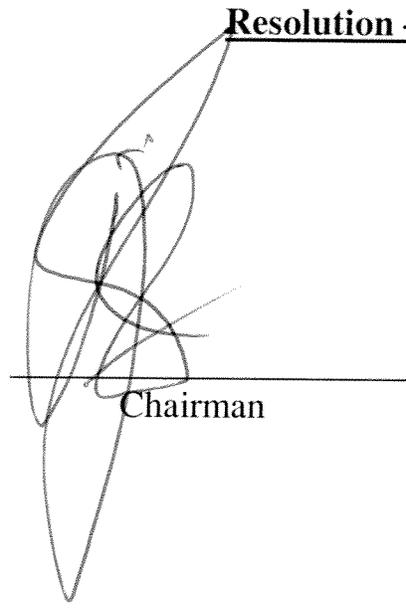
11/19/2015

6.3/15

RESOLUTION NO. 20894
AMENDING RESOLUTION NO. 20227

Resolution – Continued

Approved by:

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke at the bottom. The signature is written over a horizontal line.

Chairman

11/19/2015

6.3/15

RESOLUTION NO. 20894
AMENDING RESOLUTION NO. 20227

Resolution – Continued- Exhibit A

PROJECT: I-11-4011- Previously Identified Parcels

EXHIBIT "A"
Project RR-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 RR-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-12-051	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 RR-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 RR-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 RR-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 RR-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 RR-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 RR-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-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 RR-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 RR-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 RR-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 RR-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
WA-2D-12-195	03-01-509-002	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"
Project RR-11-4011
Elmhurst Road
Elgin O'Hare Western Access

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED	
Parcel	PIN NUMBER/OR DESCRIPTION		County
NW-7A-12-103	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

EXHIBIT "A"
Project RR-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>
NW-7A-12-111	08-26-410-001		Cook
NW-7A-12-113	08-35-201-012, 08-26-410-006		Cook
WA-3D-12-054	08-36-201-011		Cook

RESOLUTION NO. 20895

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with DuPage County (“County”) and the Village of Bensenville (“Village”) in connection with the improvements to the existing Elgin O’Hare Expressway. Certain construction contracts occur within the County and Village’s jurisdictional limits, including the Tollway’s Advance Drainage Contract (south of Thorndale Avenue between Illinois Route 83 and the Willow Creek South Tributary) consisting of the advance construction of two (2) separate storm sewer systems to provide drainage for the proposed Illinois Route 390 and south frontage road to be constructed in subsequent Tollway construction contracts. The Village-owned water main and sanitary sewer will be relocated as necessitated by the construction of the proposed Illinois Route 390 and south frontage road. This Intergovernmental Agreement sets forth the respective rights and responsibilities of the parties as to the construction, approval and maintenance of this advance drainage construction.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Toll Highway Authority, DuPage County and the Village of Bensenville in substantially the form attached to this Resolution, and the Chairman or the Executive Director is authorized to execute said agreement.

Approved by: _____
Chairman

DRAFT

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE COUNTY OF DUPAGE,
AND
THE VILLAGE OF BENSENVILLE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this _____ day of _____ AD, 2015, 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 COUNTY OF DUPAGE, a body politic and corporate of the State of Illinois, (hereinafter called “COUNTY”), and THE VILLAGE OF BENSENVILLE, 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 contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, certain construction contracts occur within the VILLAGE and the COUNTY’s jurisdictional limits, and this AGREEMENT includes the scope of improvements for ILLINOIS TOLLWAY Contract I-13-4627, Advance Drainage Contract (south of Thorndale Avenue between Illinois Route 83 and the Willow Creek South Tributary) (hereinafter referred to as the “PROJECT”) by making the following improvements:

The scope of work for ILLINOIS TOLLWAY Contract I-13-4627 consists of the advance construction of two (2) separate storm sewer systems to provide drainage for the proposed Illinois Route 390 and south frontage road to be constructed in subsequent ILLINOIS TOLLWAY construction contracts. The first storm sewer system serves the future south frontage road (hereinafter referred to as the “Frontage Road Storm Sewer”). The second storm sewer system will serve the future mainline (hereinafter referred to as the “Mainline Storm Sewer”) and will be capped for future connections. The south frontage road system includes a storm water detention facility and an outlet at the Willow Creek South Tributary. This contract also includes site clearing and grading, building demolition, pavement removal and restoration, erosion and sediment control, topsoil and seeding, existing water main adjustments at conflict locations, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

DRAFT

WHEREAS, due to this work, the ILLINOIS TOLLWAY will be relocating portions of VILLAGE water main and sanitary sewer located on recently-acquired ILLINOIS TOLLWAY property to land owned by the ILLINOIS TOLLWAY and the COUNTY.

WHEREAS, the VILLAGE agrees, subsequent to this AGREEMENT, to obtain from the ILLINOIS TOLLWAY and the COUNTY, respectively, approved permits for VILLAGE-owned water main and sanitary sewer located on ILLINOIS TOLLWAY property and on future COUNTY property, respectively, necessitated by the construction of the proposed Illinois Route 390 and south frontage road, and to abide by all conditions set forth therein; and

WHEREAS, the storm sewers built as part of the PROJECT will not be operational until subsequent ILLINOIS TOLLWAY construction contracts; and

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

WHEREAS, the 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 as set forth in the Counties Code 55 ILCS 5/1-1001 *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, 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 to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications to the COUNTY and the VILLAGE for their review and comment at the following stages of plan preparation:

60% Complete

95% Complete (pre-final)

Final

- B. The final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format to the COUNTY and the VILLAGE by the ILLINOIS TOLLWAY.
- C. The COUNTY and the VILLAGE shall review the plans and specifications which impact their respective maintained highways and facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY and/or the VILLAGE within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the COUNTY and/or the VILLAGE, respectively, shall mean they agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact their maintained highways and facilities. In the event of disapproval, the COUNTY and/or the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The final approved plans and specifications for the PROJECT shall be promptly delivered via hard copy and DVD format to all PARTIES by the ILLINOIS TOLLWAY.
- F. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, COUNTY, including but not limited to Building and Zoning Department and Division of Transportation, Illinois Environmental Protection Agency, VILLAGE, 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.
- G. The COUNTY and the VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of their property and right of way necessary for the PROJECT to the ILLINOIS TOLLWAY, without charge of permit fees to the ILLINOIS TOLLWAY. Any permit for right of access for temporary use shall not be unreasonably withheld by the COUNTY or the VILLAGE.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall acquire all necessary rights of way (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its written Policies and Procedures.
- B. The acquisition or transfer of permanent right of way interests is not required from the COUNTY or the VILLAGE for the construction of this PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in the COUNTY or the VILLAGE's property or rights of way which the ILLINOIS TOLLWAY deems necessary for the maintenance and operation of their Toll Highway system. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the COUNTY's or the VILLAGE's right of way in regards to this AGREEMENT. Upon completion and acceptance by COUNTY of the future south frontage roads associated with the Frontage Road Storm Sewer, the ILLINOIS TOLLWAY agrees to convey fee simple title or any lesser property interest as may be required for the maintenance and jurisdiction of the Frontage Road Storm Sewer and detention pond to the COUNTY. To effectuate the conveyance, the ILLINOIS TOLLWAY and the COUNTY shall enter into a future separate agreement which will transfer the above-mentioned right of way in addition to other right of way as mentioned in multiple agreements pertaining to the EOWA, necessary for the COUNTY to maintain and operate their jurisdictional highways.
- C. In the event the ILLINOIS TOLLWAY identifies areas of the COUNTY's and/or the VILLAGE'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 and/or the VILLAGE, shall upon the ILLINOIS TOLLWAY's application to the COUNTY's and/or the VILLAGE's permit form, together with a plan set, issue the ILLINOIS TOLLWAY a permit without charge of permit fees to the ILLINOIS TOLLWAY; allowing the ILLINOIS TOLLWAY all temporary use. In addition, the COUNTY and/or the VILLAGE 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 or the VILLAGE.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the COUNTY and the VILLAGE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY and/or VILLAGE rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.

- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments to any PARTIES' facilities in the design of improvements.
- C. The COUNTY and/or the VILLAGE agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing COUNTY and/or VILLAGE rights of way, and on proposed COUNTY rights of way where improvements to COUNTY and/or VILLAGE respective highways or facilities are proposed to be done in conjunction with the PROJECT, without charge of permit fees to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the COUNTY and/or the VILLAGE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the COUNTY and/or the VILLAGE.
- E. At all locations where utilities are located on COUNTY and/or VILLAGE rights of way and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the COUNTY and/or the VILLAGE agree to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) without charge of permit fees to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY shall be responsible for the costs of all such adjustments, and further agrees to reimburse and/or credit the COUNTY and/or VILLAGE for any and all utility relocation costs the COUNTY and/or VILLAGE 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 and/or the VILLAGE shall be submitted to them for approval prior to commencing such work. The COUNTY and/or the VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the COUNTY and/or the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY or the VILLAGE within thirty (30) calendar days after delivery to the COUNTY and/or the VILLAGE of the proposed deviation, or receives a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved.

- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the COUNTY and/or the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar days written notice to the COUNTY and the VILLAGE prior to commencement of work on the PROJECT.
- D. The ILLINOIS TOLLWAY shall require that the PARTIES, their agents, officers and employees be included as additional insured parties in the General Liability Insurance the ILLINOIS TOLLWAY requires of its contractor(s) and that the PARTIES will be added as an additional protected PARTY on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s).
- E. The COUNTY and the VILLAGE and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects their system. The COUNTY and the VILLAGE may assign personnel to perform inspections on behalf of all work included in the PROJECT that affects the COUNTY's and the VILLAGE's system, respectively, 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.
- F. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- G. The ILLINOIS TOLLWAY shall give notice to the COUNTY and the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the COUNTY and/or the VILLAGE, and the COUNTY and the VILLAGE shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof after notice of 70% completion. If the COUNTY and/or the VILLAGE does not perform a final inspection within twenty one (21) 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 COUNTY and/or the VILLAGE. At the request of the COUNTY and/or the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY' and/or the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY and/or the VILLAGE shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- H. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV.B, 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.
- I. As-built drawings of utility relocations performed by the ILLINOIS TOLLWAY shall be provided to the VILLAGE, in both paper format and electronically, within sixty (60) calendar days after completion of the work.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT-related engineering, right of way, construction engineering and construction costs.
- B. The VILLAGE, 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 and/or the VILLAGE.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY and/or the VILLAGE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

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. "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.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain ILLINOIS ROUTE 390 in its entirety and will maintain, or cause to maintain, the ILLINOIS TOLLWAY Mainline Storm Sewer in its entirety and the Frontage Road Storm Sewer, and detention pond built as part of the

PROJECT prior to the transfer of property on which the detention pond and Frontage Road Storm Sewer occupy, from the ILLINOIS TOLLWAY to the COUNTY as stated in Section II, Item B. The plans and specifications must include the required detention for the PROJECT and it is understood by the PARTIES that no additional storage is being contemplated at the time of execution of this AGREEMENT, following the transfer of property on which the detention pond occupies. The ILLINOIS TOLLWAY further agrees to maintain the ILLINOIS TOLLWAY Mainline Storm Sewer under Supreme Drive as shown on “**Exhibit A**”, attached hereto.

- B. The COUNTY, through its Stormwater Management Department and/or Division of Transportation, agrees to maintain, or cause to maintain, the detention pond and Frontage Road Storm Sewer including the outlet built as part of this PROJECT on COUNTY property subsequent to the transfer of that property from the ILLINOIS TOLLWAY to the COUNTY of which the detention pond and the Frontage Road Storm Sewer occupy. The COUNTY further agrees to maintain the Frontage Road Storm Sewer under Thomas Drive and under Supreme Drive. The COUNTY Frontage Road Storm Sewer is shown on “**Exhibit A**”, attached hereto and incorporated herein, depicting said future maintenance responsibilities by the PARTIES. The VILLAGE agrees to grant access rights to the COUNTY to maintain the COUNTY’s Frontage Road Storm Sewer under Thomas Drive and under Supreme Drive. The COUNTY further agrees to accept the assignment of the Occupancy License Agreement CTM 140703 dated November 18, 2014 and executed on January 7, 2015, from the ILLINOIS TOLLWAY for the portion of the Frontage Road Storm Sewer located on Chicago Terminal Railroad property west of Supreme Drive upon completion of construction of said Frontage Road Storm Sewer and subject to VII. A. hereinabove. Said Occupancy License Agreement is referenced herein and made a part hereof, attached as “**Exhibit B**”. Acceptance of said assignment by the COUNTY of the Occupancy License Agreement CTM 140703 shall be by the COUNTY Engineer, and the COUNTY Engineer is authorized to execute any and all documents related thereto. The VILLAGE agrees to continue to maintain the water mains and sanitary sewers located on ILLINOIS TOLLWAY right of way and on future COUNTY property, including the water mains and sanitary sewers adjusted as part of this PROJECT.
- C. 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.
- D. In the event utility facilities are located on property transferred to any of the PARTIES from the ILLINOIS TOLLWAY, the respective PARTY agrees to issue a permit, without charge of permit fees, for all utility work associated with or relocated as a result of the PROJECT. All subsequent maintenance, repairs or modifications to these utility facilities will require that permits be issued in accordance with the PARTIES’ current Permit Ordinance.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within the respective PARTY's existing maintenance/jurisdictional responsibilities that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Bensenville (VILLAGE), the County of DuPage (COUNTY) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- 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 of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than thirty (30) 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. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- F. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineer of the ILLINOIS TOLLWAY, the Director of Transportation/County Engineer of the COUNTY, and/or the Director of Public Works of the VILLAGE 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, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the detention pond and Frontage Road Storm Sewer built as part of this PROJECT, or a dispute concerning the plans and specifications for the above, the Chief Engineer of the ILLINOIS TOLLWAY and the Director of Transportation/County Engineer of the COUNTY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the above, the decision of the Director of Transportation/County

Engineer shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.

- H. In the event of a dispute between the VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the water mains and sanitary sewers located on ILLINOIS TOLLWAY right of way and on future COUNTY property, including the water mains and sanitary sewers adjusted as part of this PROJECT, or a dispute concerning the plans and specifications for the water mains and sanitary sewers located on ILLINOIS TOLLWAY right of way and on future COUNTY property, including the water mains and sanitary sewers adjusted as part of this PROJECT, the Chief Engineer of the ILLINOIS TOLLWAY and the Director of Public Works of the VILLAGE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the above, the decision of the Director of Public Works of the VILLAGE shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- I. 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.
- J. 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.
- K. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- L. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- M. 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.
- N. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their successors and approved assigns.
- O. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any PARTY to this AGREEMENT unless such provision is waived in writing.
- P. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.

- Q. 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: The Du Page County Division of
Transportation
Jack T. Knuepfer Administration Building
421 North County Farm Road
Wheaton, Illinois 60187
Attn: Director of Transportation/County
Engineer

To the VILLAGE: The Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
Attn: Director of Public Works

- R. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or any of the PARTIES under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the 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

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

THE VILLAGE OF BENSENVILLE

By: _____
Frank Soto, President

Attest: _____
Ilsa Rivera-Trujillo,
Village Clerk

Date:

COUNTY OF DUPAGE

By: _____
Daniel J. Cronin, Chairman
DuPage County Board

Attest: _____
Paul Hinds, County Clerk

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

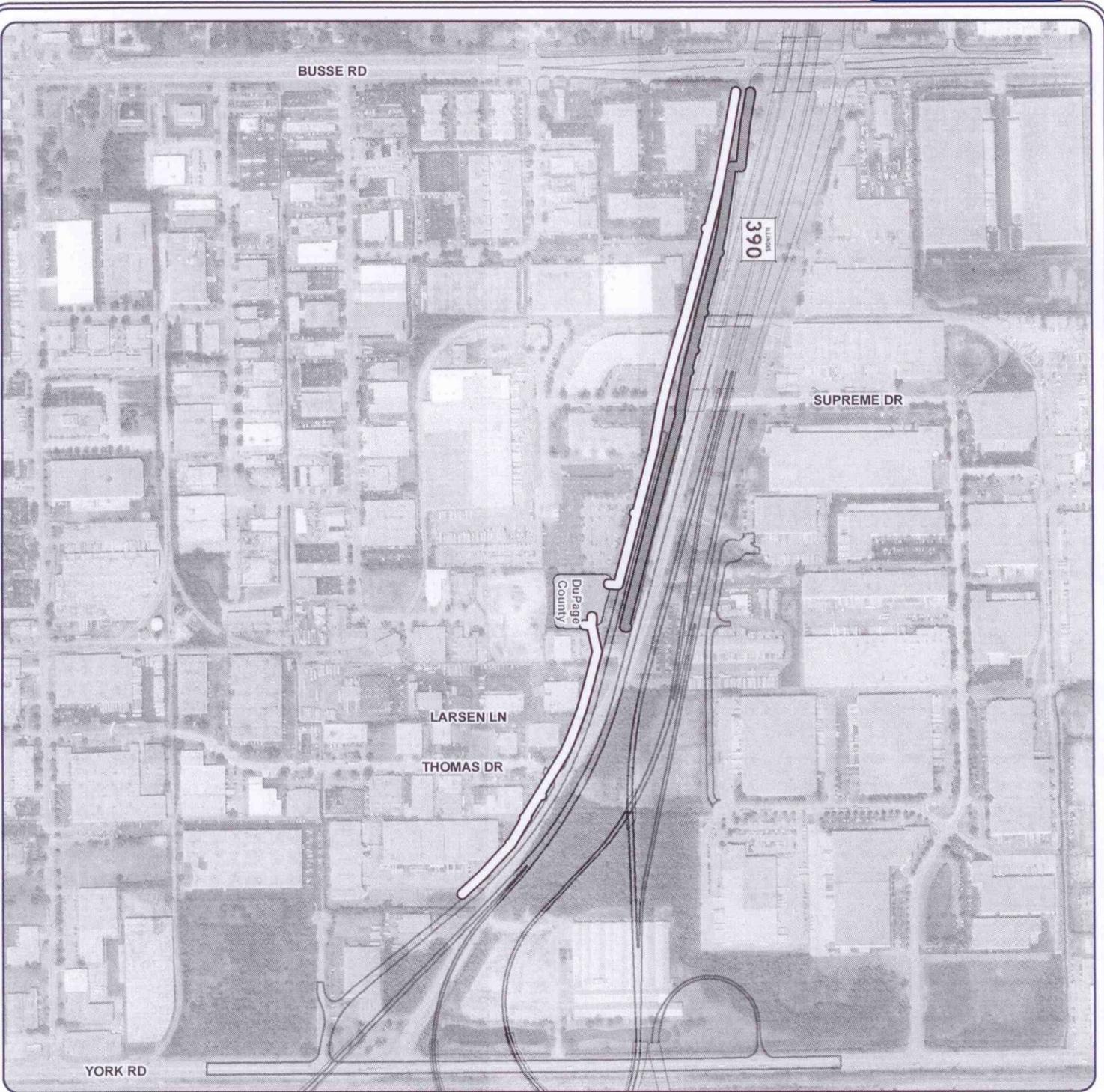
Date: _____

DRAFT

Approved as to Form and Constitutionality

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

JMR_IGA_DuPage Co. & Bensenville_EOWA_Advance Drainage 102715



LEGEND

- Project Improvements
- DuPage County Storm Sewer
- Illinois Tollway Storm Sewer
- Proposed Detention Basin

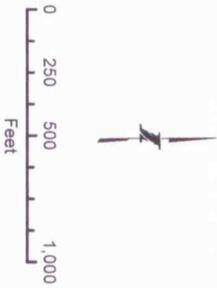
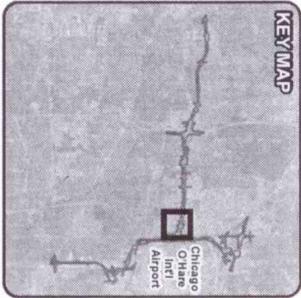


Exhibit A
 Elgin O'Hare Western Access
 Project Maintenance Responsibility
 for Contract I-13-4627

OCCUPANCY LICENSE AGREEMENT CTM 140703

This Agreement (hereinafter "Agreement") made this **November 18, 2014** by and between **CHICAGO TERMINAL RAILROAD**, its successors, assigns or affiliated companies (hereinafter "LICENSOR"), whose address is **118 South Clinton Street, Chicago, IL 60661** and **ILLINOIS STATE TOLL HIGHWAY AUTHORITY** (hereinafter "LICENSEE"), whose address is **2700 Ogden Avenue, Downers Grove, IL, 60515-1703**.

For valuable consideration as outlined herein, the receipt of which is hereby acknowledged, LICENSOR hereby conveys to LICENSEE a license (hereinafter "Occupancy") to operate upon, along or across LICENSOR'S property as indicated below:

- A. above ground **below ground**
B. water pipeline **storm water pipeline** gas pipeline oil pipeline

Including necessary appurtenances and other related fixtures, equipment, marker posts or electric power which are in, under, upon, over or across LICENSORS property located at or near **Mile Post 0.09 within the confines of Thorndale Avenue** at or near **Bensenville, County of DuPage, State of Illinois**.

Said Occupancy to be located and described as follows:

UNDERGROUND 48" STEEL STORM WATER PIPELINE including necessary appurtenances and other related fixtures, equipment, marker posts or electric power ("**LICENSEE'S Facilities**"), placed as shown on LICENSEE'S "**Exhibit A**" attach hereto and made a part hereof. LICENSEE'S Facilities are subordinated to all matters of record. LICENSOR reserves the right to use the area three (3) feet below ground level and to enter LICENSEE'S Facilities for construction and maintenance of LICENSORS property.

THE UNDERSIGNED AGREES that the continuation of the Occupancy and use herein shall be subject to the following conditions, the default upon same could cause LICENSOR, its successors or assigns, to terminate this Agreement and to order the removal of LICENSEE'S Facilities and Occupancy. The conditions are as follows:

1. Said Agreement and Occupancy is granted contingent upon payment to LICENSOR of a **one-time agreement-processing fee of \$1,000.00, engineering observation fee of \$750.00** and a contractor **right of entry fee of \$1,500.00**, which is covered by a separate agreement known as **CONTRACTOR OCCUPANCY/ACCESS LICENSE AGREEMENT, CTM 140703A**. Billing or acceptance by LICENSOR of any fee shall not imply a definite term or otherwise restrict either party from canceling this Agreement as herein provided.
2. In the event that the use as set forth above is (1) materially changed, (2) terminated or (3) LICENSEE'S Facilities are removed, this Agreement shall automatically terminate.
3. This Agreement or Occupancy herein granted may be transferred, assigned to another party not signatory hereto one time by providing written notice to LICENSOR without approval or fees. Thereafter, any assignment or transfer shall require the written approval of LICENSOR. Said approval by LICENSOR, subject to LICENSEE'S satisfaction of applicable transfer of rights or assignment fees in effect at that time, shall not be unreasonably withheld.
4. LICENSOR shall not be responsible for any damage to LICENSEE'S Facilities at any time while this Agreement is in effect.
5.
 - a. LICENSEE HEREBY AGREES TO INDEMNIFY OR CAUSE ITS AGENTS TO THE EXTENT PERMITTED BY LAW, SAVE AND HOLD HARMLESS LICENSOR, THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL ACTIONS AT LAW, CLAIMS, DEMANDS, LOSSES, DAMAGES, SUITS, FINES, PENALTIES, BY LICENSEE OR ANY OTHER PARTY TO RECOVER ACTUAL OR PUNITIVE DAMAGES FOR DEATH, BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM LICENSEE'S ACTIVITIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE SUBSEQUENT USE AND OCCUPANCY OF LICENSEE OR ITS AGENT'S FACILITIES BY LICENSEE, ITS PERMITTEES, INVITEES OR ANY OTHER PERSON. LICENSEE AND LICENSOR ASKNOWLEDGE THAT LICENSEE HAS MADE NO REPRESENTATIONS, ASSURANCES OR GUARANTIES REGARDING LICENSEE'S OR ANY SUCCESSOR'S OR ASSIGN'S AUTHORITY AND LEGAL CAPACITY TO INDEMNIFY LICENSOR AS PROVIDED FOR IN THIS AGREEMENT. IN THE EVENT A COURT OF COMPETENT JURISDICTION HOLDS THAT THE LICENSEE, OR ANY SUCCESSOR OR ASSIGN, IS DEEMED

OCCUPANCY LICENSE AGREEMENT CTM 140703

TO LACK THE LAWFUL AUTHORITY OR ABILITY TO INDEMNIFY, OR HOLD HARMLESS LICENSOR OR ANY PERSON OR ENTITY CLAIMING A RIGHT THROUGH LICENSOR, OR IN THE EVENT OF CHANGE IN THE LAWS OF THE STATE OF ILLINOIS GOVERNING LICENSEE'S OR ANY SUCCESSOR'S OR ASSIGN'S INDEMNIFICATION AUTHORITY, SUCH OCCURRENCE(S) SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS AGREEMENT OR THE PARTIES RIGHTS AND OBLIGATIONS PROVIDED FOR THEREIN.

- b. THE PARTIES ACKNOWLEDGE THAT THE USE OF LICENSOR'S PREMISES IS FOR THE SOLE CONVENIENCE OF LICENSEE AND THAT LICENSOR SHALL HAVE NO DUTY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS TO PROVIDE A REASONABLY SAFE PLACE IN WHICH TO WORK, TO PROVIDE ADEQUATE OR SAFE METHODS AND EQUIPMENT FOR THEIR WORK OR TO INSPECT OR MAINTAIN LICENSEE'S FACILITIES FOR SAID SAFE METHODS AND WORK EQUIPMENT NOR TO GIVE ANY WARNINGS OR OTHER NOTICES TO LICENSEE'S EMPLOYEES OR INVITEES REGARDING SAFETY EITHER OF LICENSEE'S FACILITIES AND RELATED WORKPLACE OR LICENSOR'S PROXIMATE RAILROAD OPERATIONS AND THAT ALL SUCH DUTIES SHALL BE ASSUMED BY LICENSEE WHO FURTHER AGREES AND HOLD HARMLESS LICENSOR TO THE EXTENT PERMITTED BY LAW FROM ANY AND ALL CLAIMS ALLEGING ANY FAILURE TO PERFORM SAID DUTIES.
6. LICENSEE shall require its agents to name LICENSOR, their respective officers, directors and employees, as additional insured for all risks, (including, if applicable, fire and explosion due to LICENSEE'S crossing(s), in an amount not less than Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate liability and, prior to any construction project, a policy of Railroad Protective Liability Insurance in the amount of Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate. Each policy shall be endorsed to provide a minimum of 10 days advance notice of cancellation to said additional insured. LICENSEE shall require its agents to furnish a certified policy of insurance prior to the construction period. Said coverage shall remain in force for the duration of the LICENSEE'S construction contract for installation of the storm sewer. Provided, however, LICENSOR may require increases in liability coverage to equal or exceed LICENSOR'S own level of liability coverage, having regard for the circumstances. LICENSOR shall further have the right to approve the Carrier furnishing such coverage. Evidence satisfactory to LICENSOR'S General Counsel of LICENSEE'S authorized self-insurance program capable of providing for such limits, will be accepted in lieu of a policy from a commercial carrier. This clause shall not serve in any way to limit LICENSEE'S liability to the amounts of insurance required.
7. If required by LICENSOR, LICENSEE at its sole cost and expense, shall, upon completion of the construction and installation of said LICENSEE'S Facilities, furnish LICENSOR with a **survey drawing**, showing the final exact location of said Occupancy as constructed. The survey drawing shall indicate LICENSOR'S survey valuation station, which said installation is located, and/or the position of LICENSEE'S Facilities in relation to the centerline of the track and/or the centerline of the closest public street crossing said track(s). Said survey drawing to be attached to this Agreement as **Licensee's Exhibit "B"** and made a part hereof.
8. LICENSEE'S Facilities shall be installed to the satisfaction and approval of LICENSOR'S Engineer and all costs of LICENSOR'S Engineer and other technicians or professional consultants as may be required shall be borne by LICENSEE.
9. LICENSEE hereby agrees to or require its agents to reimburse LICENSOR for any and all expenses LICENSOR may incur or be subjected to, or in consequence of, the planning, negotiation, installation, construction, location, changing, alteration, relocation, operation or renewal of said Facilities, within thirty (30) days after receipt of LICENSOR'S invoice for payment.
10. In the event LICENSEE shall at any time desire to make changes in the physical or operational characteristics of said Occupancy, LICENSEE shall first secure in writing, the consent and approval of LICENSOR. All renewals, changes or additional construction after LICENSEE'S Facilities have initially been constructed, shall be authorized only after an additional CONTRACTOR OCCUPANCY/ACCESS LICENSE AGREEMENT is approved and executed by LICENSOR. LICENSEE agrees that such changes shall be made at LICENSEE'S sole risk, cost and expense and subject to all the terms, covenants conditions and limitation of this Agreement.
11. No other use shall be made by anyone under, across, upon and/or over the Occupancy herein described, without obtaining the prior written permission of LICENSEE, its successors or assigns; except, LICENSOR shall have access as it deems appropriate from time to time, to operate on LICENSOR property.

OCCUPANCY LICENSE AGREEMENT CTM 140703

12. This Agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this Agreement as to the Occupancy or LICENSEE'S Facilities, or any part of LICENSEE'S Facilities, at any time, if the facility interferes with the LICENSOR's operations, upon giving the other party thirty (30) days' notice in writing of its desire to terminate this Agreement, and indicating in said notice the extent of said facilities and facilities to which such termination shall apply. When this Agreement shall be terminated as to LICENSEE'S Facilities, or as to any part thereof, LICENSEE within thirty (30) days' after the expiration of the time stated in said termination notice, agrees at LICENSEE'S own risk and expense to remove LICENSEE'S Facilities from the property of LICENSOR, or such portion thereof as LICENSOR shall require removed, and to restore LICENSOR premises and property to a neat and safe condition, and if LICENSEE shall fail to do so within said time, LICENSOR shall have the right, but not the duty, to remove and restore the same, at the risk and expense of LICENSEE. Said restoration shall include, but not be limited to, any and all harm, damage or injury done to LICENSOR'S property and/or to any other public or private property by acts or occurrences subject to Federal, State or local environmental enforcement or regulatory jurisdiction, and shall include necessary and appropriate testing and cleanup. Nothing herein contained shall be construed as conferring any property right on LICENSEE.
13. Upon termination of this Agreement and Occupancy for any reason, all structures and alterations shall be removed from LICENSOR'S property and said property shall be returned to a physically and environmentally whole condition to the satisfaction of LICENSOR'S designated Officer or Representative, all at the sole cost and expense of LICENSEE. LICENSOR may, at LICENSOR'S sole discretion, during the removal of LICENSEE'S Facilities, require LICENSEE to conduct an environmental appraisal and report of the property formerly occupied by LICENSEE'S Facilities, All reports shall be prepared by a LICENSOR approved environmental consultant, to determine if LICENSOR'S property has been environmentally impacted by said Occupancy. All environmental reports, which are prepared subject to this clause, shall be immediately available to LICENSOR by LICENSEE. This clause shall survive termination of this Agreement.
14. LICENSEE agrees that any installation, maintenance, renewing or removal provisions referenced in this Agreement, covers only the requirements and/or specifications of installation, maintenance, renewing or removal. Any said reference shall not be construed as LICENSOR'S permission or authority for LICENSEE to enter LICENSOR'S property without first obtaining a CONTRACTOR OCCUPANCY/ACCESS LICENSE AGREEMENT from LICENSOR, and fulfilling the requirements contained therein.
15. Execution of this Agreement shall supersede and/or cancel, as of the date first above written, any and all previous agreements, if any, related to the Occupancy and use herein described, which may exist between the parties or their predecessors.

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OCCUPANCY LICENSE AGREEMENT CTM 140703

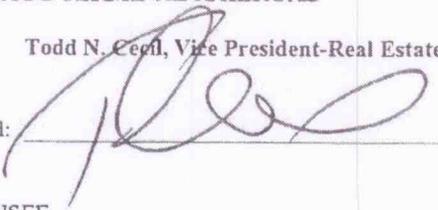
THIS AGREEMENT IS hereby declared to be binding upon the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals this 7th day of January 2015.

LICENSOR

CHICAGO TERMINAL RAILROAD

by: Todd N. Ceon, Vice President-Real Estate

Signed: 

LICENSEE

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

by: Paul Kovacs

Signed: 

Title: Chief Engineer



Elgin O'Hare Western Access

LEGEND

- Project Improvements
- DuPage County Storm Sewer *
- Illinois Tollway Storm Sewer
- Manhole

*DuPage County will have ultimate jurisdiction of the storm sewer after the appropriate land transfer from the Illinois Tollway to DuPage County takes place post-construction.

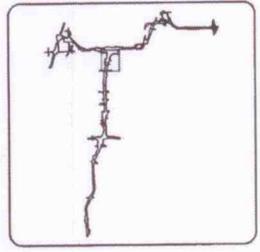
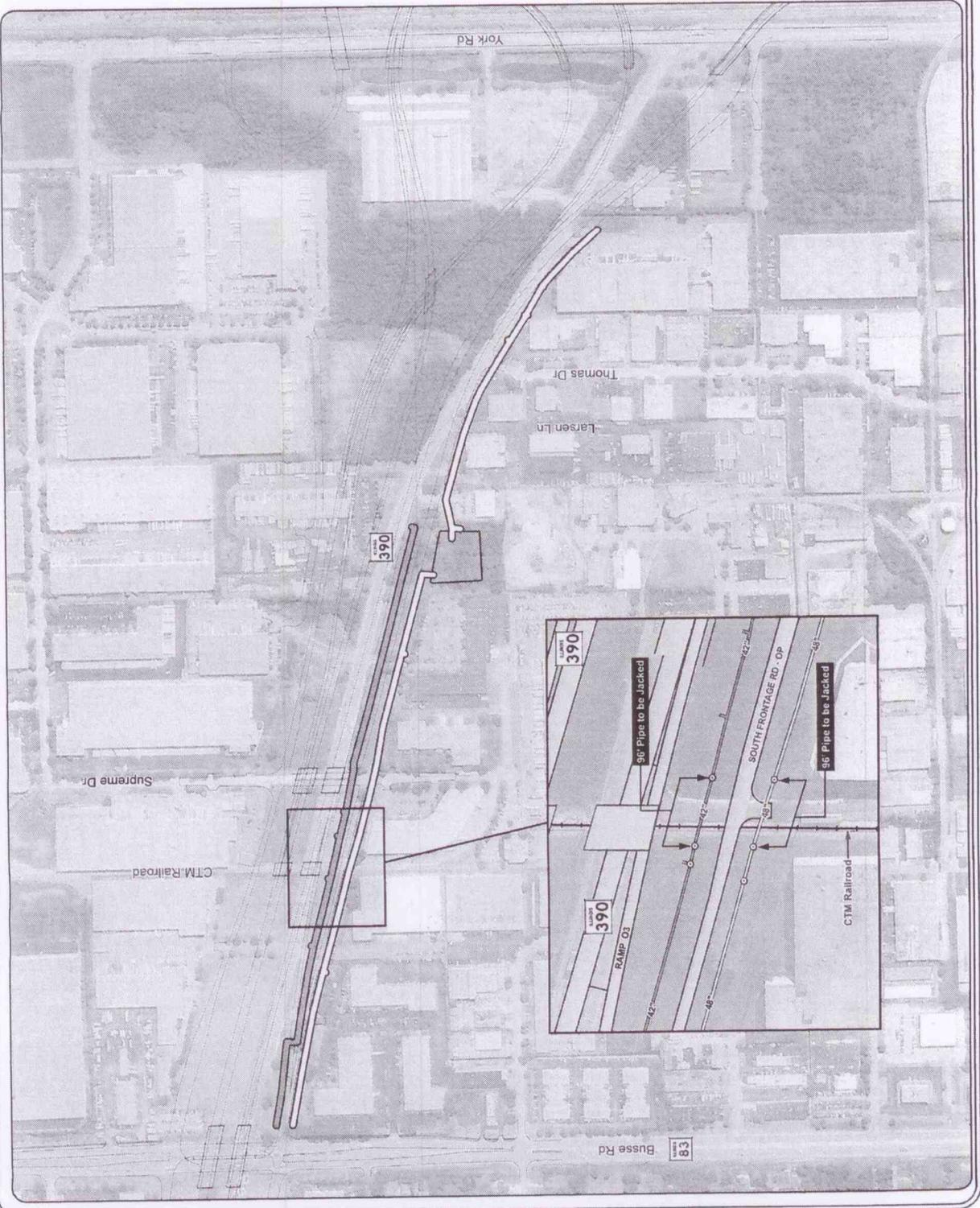


Exhibit A
Elgin O'Hare Western Access
Advanced Drainage Project



RESOLUTION NO. 20896

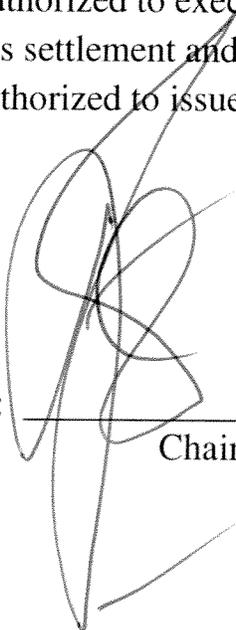
Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding an employment discrimination case (No. 2014 L 1045, Circuit Court DuPage County) with Plaintiff, Marsha Pickens, and her attorney. It is in the best interest of the Tollway to proceed with a settlement with the Plaintiff to resolve all matters related to her legal claims.

Resolution

The settlement of Marsha Pickens’ lawsuit is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chairman or the Executive Director is authorized to execute the final settlement agreement, the General Counsel is authorized to execute any and all other documents necessary to effectuate this settlement and resolve all adjunct legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 20897

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding a claim for payment for work performed after contract I-07-5476 expired with R.W. Dunteman Co./James Fiala Paving/Herlihy Mid-Continent Co. Tri-Venture in the amount of \$49,700 to settle all existing claims. It is in the best interest of the Tollway to proceed with the settlement.

Resolution

The settlement with R.W. Dunteman Co./James Fiala Paving/Herlihy Mid-Continent Co. Tri-Venture is approved. The General Counsel is authorized to finalize a settlement agreement substantially similar to the attached obligating the Tollway to pay \$49,700 to R.W. Dunteman Co./James Fiala Paving/Herlihy Mid-Continent Co. Tri-Venture; the Chair 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