

RESOLUTION NO. 21499

Background

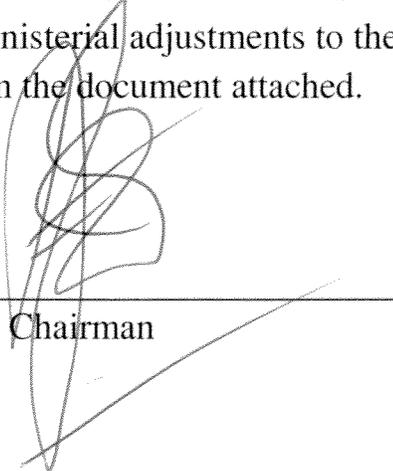
Under Article VIII the By-Laws of the Illinois State Toll Highway Authority, (the "Tollway") the Board is authorized to amend the By-Laws at any meeting by the affirmative vote of at least six members.

It is in the best interest of the Tollway to amend the By-Laws consistent with the draft attached to this resolution or any further amendment consistent with discussions had by the Board on the proposed amendments. These amendments will generally provide for the best interest of economy and efficiency of the Board in carrying out its duties and responsibilities, advising as to the appropriate laws which govern the conduct of meetings and of directors, including the laws governing conflicts of interest, and converting the ad hoc Diversity & Inclusion Committee to a standing committee.

Resolution

The Board hereby approves the amendment of the By-Laws to convert the ad hoc Diversity and Inclusion Committee to a Standing Committee, and to make other conforming and ministerial adjustments to the By-Laws as otherwise discussed and reflected in the document attached.

Approved by:


Chairman

BY-LAWS OF
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ARTICLE I

Location

Section 1. Location - The principal office of The Illinois State Toll Highway Authority (“Tollway”) shall be located in the Administration Building at 2700 Ogden Avenue, Downers Grove, Illinois. The Tollway may have such other offices within the State of Illinois as it may from time to time provide for by resolution.

ARTICLE II

Seal

Section 1. Seal - The corporate seal of the Tollway shall consist of the emblem of the State of Illinois with the words “Seal of The Illinois State Toll Highway Authority” around the outer perimeter.

ARTICLE III

Officers

Section 1. Chairman

(a) The Chairman shall preside at all meetings of the Board of Directors of the Tollway (“Board”), be the Chief Executive Officer of the Tollway, create agendas for all board and committee meetings, perform all the duties commonly incident to the position of presiding officer of a board or

commission as provided by law, and perform such other duties and have such other powers as the Board may from time to time prescribe by resolution.

(b)The Chairman shall approve or disapprove all resolutions, by-laws, rules, rates and regulations made and established by the Board.

(c)The Chairman shall nominate a Vice-Chairman with majority consent of the board.

(d)If the Chairman is unable to preside at a meeting or over a particular item, the Vice-Chairman shall be appointed for the limited duration of the Chairman's absence.

Section 2. Directors - The Directors shall meet as a Board of Directors at such dates and times as hereinafter provided. The Board of Directors shall have the power and duty to enforce and execute the provisions of the Toll Highway Act

Section 3. Secretary - The Board shall biannually select a Secretary and fix the Secretary's compensation. The Secretary, or an Assistant Secretary approved by the Board, shall be present at all meetings of the Board and keep accurate records in books provided for that purpose. The Secretary or Assistant Secretary shall have all additional and necessary powers incident to the performance of his office and such other duties as from time to time may be authorized, ordered or directed by the Board or the Chairman.

Section 4. Standing Committees

(a) The Board shall have the following standing committees:

1. Customer Service and Planning Committee
2. Finance Administration Operations Committee

3. Audit Committee

4. Diversity & Inclusion Committee

(b) Each standing committee shall operate in accordance with a charter approved by the Board via resolution and that is consistent with these By-Laws.

(c) Each standing committee shall consist of a Chair and up to five Directors selected by the Board Chairman, based on their expressed interest and expertise, and approved by the Board via resolution. Additionally, each standing committee Chair shall have the ability to appoint an alternate(s) to serve in the place of an absent or disqualified member(s) during a member's absence or disqualification; provided, however, that in the event that a standing committee Chair is unwilling or unavailable to appoint an alternate, the Board Chairman shall have the ability to so appoint. Alternates duly appointed to serve on a standing committee pursuant to this Section shall be included in the determination of the establishment of a quorum and shall have full voting rights during the period of appointment.

The Board shall have the power by resolution to create such other offices and committees and prescribe the duties thereof as it may deem necessary from time to time.

ARTICLE IV

Meetings

Section 1. Quorum- Six Directors of the Board shall constitute a quorum. A quorum must be physically present at the location of the Board meetings. The affirmative vote of six Directors shall be necessary for any action to be taken by the Board. No vacancy in the Board shall impair the right of the quorum of the Directors to exercise all the rights and perform all the duties of the Board.

Section 2. Regular Meetings

(a) The Board shall, at the beginning of each calendar year, adopt a

schedule of all its regular meetings for such calendar year, listing the dates, times, and places of such meetings.

(b) In any case in which it appears to the Chairman to be inexpedient that any regular meeting be held at the date, time or place provided, the Chairman is authorized to change the date, time or place of such meeting by notice to each Director.

(c) The Board shall conduct its meetings in accordance with the provisions of the Illinois Open Meetings Act.

(d) Directors may participate in any board meeting by complying with the rules and statutes identified in the Illinois Open Meetings Act.

Section 3. Special Meetings– In accordance with the provisions of the Illinois Open Meetings Act, special meetings may be held at any date, time or place within the State of Illinois upon the call of the Chairman and a quorum of Directors specifying the date, time, place and general purpose of the special meeting. Notice of a special meeting shall be given to each Director by providing each Director with a copy of the agenda for the special meeting by mail, hand delivery, or electronic transmission at least forty-eight hours prior to the meeting.

Section 4. Public Notice; Agenda– Public notice of all meetings, whether open or closed to the public, shall comply with all requirements of the Illinois Open Meetings Act.

Section 5. Public Comment – The Board shall set aside a portion of each meeting that is open to the public during which members of the public who are present at the meeting may comment on any subject.

Section 6. Order of Business- The order of business at regular meetings, and so far as practicable at all other meetings, shall be:

- (a) Roll Call
- (b) Public Comment
- (c) Approval of minutes of past meetings
- (d) Reports of Officers
- (e) Reports of Committees
- (f) Approval of contracts, settlements, acceptance of proposals, other business that may need approval of the board including resolutions
- (g) Executive Session
- (h) Unfinished Business
- (i) New Business
- (j) Recess or adjournment

The Rules of Parliamentary Practice contained in the latest edition of *Robert's Rules of Order* shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with the By-Laws or applicable law.

Section 7. Written Minutes of Meetings

(a) As required by the Illinois Open Meetings Act, or other law, the Tollway shall keep written minutes of all its Board meetings, whether open or closed, and a verbatim record of all closed Board meetings. Such minutes shall include, but need not be limited to:

- (1) the date, time and place of the meeting;
- (2) the members of the Board recorded as either present or absent and whether the members were physically present

(3) a summary of discussion on all matters proposed, deliberated, or decided, and a record of any votes taken.

(b) The minutes of meetings open to the public shall comply with the Illinois Open Meetings Act.

ARTICLE V

Administrative Offices and Departments

Section 1. Administrative Departments- The Board may, by resolution, create or reorganize such administrative offices and departments and prescribe the duties thereof, as it may deem necessary and essential for the purpose of carrying out the Toll Highway Act and the policies of the Board

ARTICLE VI

Execution of Documents

Section 1. Execution of Documents - All policies, contracts and agreements entered into by the Tollway shall be duly executed on its behalf by the Chairman, attested by the Secretary or Assistant Secretary, and the corporate seal affixed thereto, except as hereinafter provided. All vouchers, warrants, checks or orders on the Treasurer of the State of Illinois for the disbursement of funds of the Tollway shall be signed by the Chairman and countersigned by the Secretary or Assistant Secretary, except as hereinafter provided. Execution and signature as hereinbefore provided shall be in accordance with the foregoing provisions of this section, except where general or specific authority is expressly delegated by resolution to other officers or agents of the Tollway as permitted by law and except where otherwise required by law. New contracts, contract renewals, and orders against

master contracts in the amount of \$250,000 or more in a fiscal year or as otherwise specified in the State Finance Act, and amendments or changes to existing contracts that increase the value of such contract by \$250,000 or more in a fiscal year shall be executed by the Chairman, the Chief Fiscal Officer, and the General Counsel of the Tollway, or appropriate designee.

ARTICLE VII

Conflicts of Interest

Section 1. Directors shall avoid conflicts of interest arising from the performance of their duties and comply with the requirements of these By-Laws, the Tollway's Code of Ethics, the State Officers and Employees Ethics Act, the Procurement Code, Public Officer Prohibited Activities Act and all other applicable laws. Directors shall consult with the Tollway's Ethics Officer with respect to the statutes in this section or any potential conflict of interest. Section 2. Conflict of Interest – For purpose of these By-laws, a “Conflict of Interest” occurs when a Director's personal interest conflicts with the Director's Tollway duties and responsibilities or when a Director participates or seeks to participate in, or influence any Tollway action in which the Director, the Director's spouse or immediate family member living in the Director's residence has a personal interest.. A Conflict of Interest may arise even if the Director or his/her affiliated family members do not have a direct pecuniary interest in a Tollway action.

Section 3. Identification of Conflicts of Interest – Directors are responsible for identifying Conflicts of Interest. Such Conflicts of Interest may occur as part of Board activities or in other interactions of the Directors with Tollway decision-

making processes. Directors shall review agendas prior to Board meetings to determine if they have any Conflicts of Interest.

On an annual basis, and as required by law, the Ethics Officer will review the Statements of Economic Interest and disclosure forms of Directors in order to assist Directors and the Tollway in identifying any actual or potential Conflicts of Interest. Directors shall complete annual ethics and conflict of interest training as required by law. Directors shall take reasonable steps to make themselves familiar with all relevant conflict of interest laws, regulations and policies and consult with the Tollway's Ethics Officer, their personal attorney or other appropriate officials when necessary to identify and properly respond to a Conflict of Interest.

Section 4. Director Disclosure Statement - Directors must disclose any Conflict of Interest to Ethics Officer within 72 hours following the discovery of a Conflict of Interest. Directors must indicate in their disclosure statements whether they will recuse themselves pursuant to Section 4 when the matter involving a Conflict of Interest is considered by the Board, including any committee thereof, and take other corrective steps pursuant to Section 5. When necessary because of late discovery of a Conflict of Interest, verbal disclosures can be made during meetings and will be included in the official meeting minutes along with the record of other recusals. A Director who makes such a verbal disclosure of a Conflict of Interest at a meeting shall submit a disclosure statement within 72 hours after such meeting.

Section 5. Recusal - Directors shall recuse themselves whenever there is a Conflict of Interest. Directors who recuse themselves from a matter in which the Director has a Conflict of Interest shall refrain from voting on the matter at a Board

meeting or a meeting of any committee thereof. During a vote on the matter in question, Directors who have recused themselves shall:

- a) Withdraw from the discussion of the subject matter; and
- b) Not vote on approval or award of the contract in any committee or full board hearing.

Section 6. Other Action - In addition to recusal, a Director who has a Conflict of Interest shall refrain from taking any action for the purpose of influencing action by Tollway management or the Tollway Board with respect to the matter giving rise to the Conflict of Interest. A Director who has a Conflict of Interest shall also refrain from taking any action for the purpose of influencing action by any third party with respect to the matter that has given rise to the Conflict of Interest.

Section 7. Third-Party Disclosure - If a third party brings a potential Conflict of Interest concerning a Director to the attention of any Director or Tollway employee the Director or Tollway employee shall disclose the matter to the Ethics Officer. The Ethics Officer shall disclose the potential Conflict of Interest and to the Director identified as having a potential Conflict of Interest. Upon notification of such a potential Conflict of Interest, the Director will file a disclosure statement pursuant to Section 3 outlining the Conflict of Interest or stating why there exists no Conflict of Interest and the provisions of Sections 4 - 6 shall apply.

Section 8. Abstention - A Director may abstain from voting for reasons other than a Conflict of Interest when the Director has inadequate information on which to

judge the merits of the proposed action.

Section 9. Sanctions - The Board may impose any sanction, take any corrective action or make any referrals allowed by law with respect to a Director as they deem appropriate.

ARTICLE VIII

Amendments

Section 1. Amendments - These By-Laws may be amended at any meeting of the Board by the affirmative vote of at least six Directors.

As Amended March 29, 2018

RESOLUTION NO. 21500

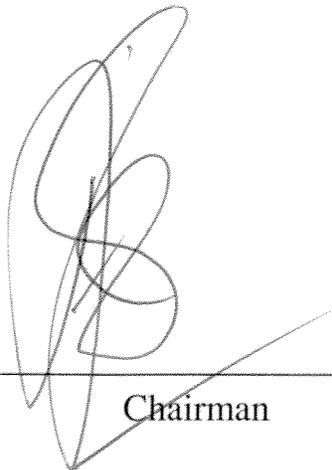
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Thermal Paper for PocketJet Printers through the Central Management Services ("CMS") contract with National Tek Services, Inc. (Tollway Contract No. 17-0082) for an upper limit of compensation not to exceed \$401,280.00. 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 contract for the purchase of Thermal Paper for PocketJet Printers from National Tek Services, Inc. is approved in an amount not to exceed \$401,280.00. 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right, positioned above a solid horizontal line.

Chairman

RESOLUTION NO. 21501

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased a Vendor Managed Inventory ("VMI") Program (Contract No. 13-0171) from Genuine Parts Company. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$20,000,000.00 for the purchase of additional Vendor Managed Inventory ("VMI") Program Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 13-0171 for the purchase of additional Vendor Managed Inventory ("VMI") Program Services from Genuine Parts Company is approved in an amount not to exceed \$20,000,000.00 (increase from \$15,495,877.84 to \$35,495,877.84). 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 21502

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Enterprise Resource Planning Independent Verification and Validation Services (Contract No. 13-0203) from Grant Thornton LLP. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$830,000.00 for the purchase of additional Enterprise Resource Planning Independent Verification and Validation Services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 13-0203 for the purchase of additional Enterprise Resource Planning Independent Verification and Validation Services from Grant Thornton LLP is approved in an amount not to exceed \$830,000.00 (increase from \$3,321,600.00 to \$4,151,600.00). 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chairman

RESOLUTION NO. 21503

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Portable Salt Conveyors. Pursuant to the Tollway's Invitation for Bid No. 17-0044, the Tollway has determined that Kimco USA Inc. is the lowest responsive and responsible bidder for Portable Salt Conveyors for an upper limit of compensation not to exceed \$648,868.06.

Resolution

The bid from Kimco USA Inc. for the purchase of Portable Salt Conveyors is accepted. Contract No. 17-0044 is approved in an amount not to exceed \$648,868.06. 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

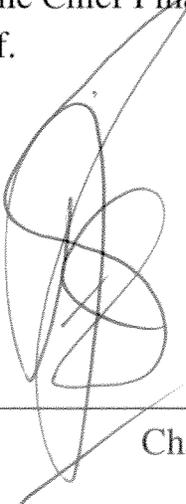
RESOLUTION NO. 21504

Background

The Illinois State Toll Highway Authority (the “Tollway”) has previously purchased Fire Alarm and Sprinkler System Inspections, Repairs, and Replacement Parts (Contract No. 15-0138RR) from Premier Specialties, LLC. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to amend the contract and increase the upper limit of compensation of said contract by an amount not to exceed \$125,000.00 for the purchase of additional Fire Alarm and Sprinkler System Inspections, Repairs, and Replacement Parts.

Resolution

The amendment and associated increase to the upper limit of compensation of Contract No. 15-0138RR for the purchase of additional Fire Alarm and Sprinkler System Inspections, Repairs, and Replacement Parts from Premier Specialties, LLC is approved in an amount not to exceed \$125,000.00 (increase from \$126,281.00 to \$251,281.00). 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 Acting 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 Financial Officer is authorized to issue warrants in payment thereof.

Approved by:  _____
Chairman

RESOLUTION NO. 21505

Background

The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract RR-18-4350 for Ramp Rehabilitation, on the Tri-State Tollway (I-94) from Milepost 8.0 (Grand Avenue) to Milepost 22.0 (Half Day Road). The lowest responsible bidder on Contract No. RR-18-4350 is Foundation Mechanics, LLC in the amount of \$1,048,613.00.

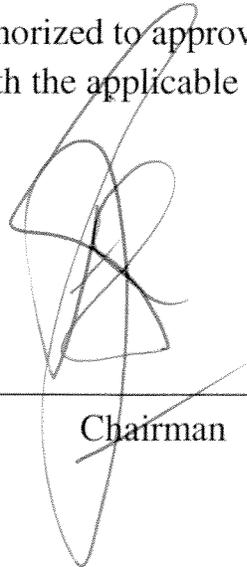
Resolution

Contract No. RR-18-4350 is awarded to Foundation Mechanics, LLC in the amount of \$1,048,613.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____
Chairman



RESOLUTION NO. 21506

Background

The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract I-18-4368 for M-6 Maintenance Facility, on the Jane Addams Memorial Tollway (I-90), at Milepost 41.9 (Marengo-Hampshire). The lowest responsible bidder on Contract No. I-18-4368 is Pagoda Electric & Construction in the amount of \$1,223,000.00.

Resolution

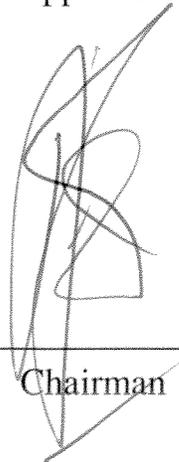
Contract No. I-18-4368 is awarded to Pagoda Electric & Construction in the amount of \$1,223,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____

Chairman



RESOLUTION NO. 21507

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4371 for Systemwide Fencing and Site Improvements, on the Reagan Memorial Tollway (I-88) from Milepost 49.8 (Dixon Tower) to Milepost 91.5 (Annie Glidden Road) and Veterans Memorial Tollway (I-355) from Milepost 3.3 (Spring Creek Plaza 99) to Milepost 14.3 (Boughton Road Plaza 89). The lowest responsible bidder on Contract No. RR-18-4371 is Fence Masters, Inc. in the amount of \$1,750,042.32.

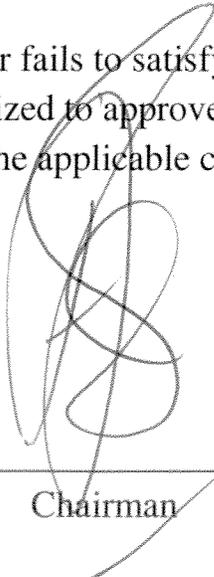
Resolution

Contract No. RR-18-4371 is awarded to Fence Masters, Inc. in the amount of \$1,750,042.32, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____


Chairman

RESOLUTION NO. 21508

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-17-4687 for Advanced Earthwork and Retaining Wall Construction, on the Tri-State Tollway (I-294) from Milepost 35.85 (Union Pacific Railroad) to Milepost 36.20 (South of Wolf Road); Western Access Tollway (I-490) N. of Tri-State Tollway (I-294) from Milepost 0.15 to MP 0.30 and Illinois Route 390 Tollway from Milepost 12.30 to Milepost 12.6. The lowest responsible bidder on Contract No. I-17-4687 is Judlau Contracting, Inc., in the amount of \$7,061,001.39.

Resolution

Contract No. I-17-4687 is awarded to Judlau Contracting, Inc. in the amount of \$7,061,001.39 subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____
Chairman

RESOLUTION NO. 21509

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-4256 for Roadway and Bridge Rehabilitation and Widening on the Veterans Memorial Tollway (I-355) from Milepost 23.3 (Butterfield Road) to Milepost 29.8 (Army Trail Road). The lowest responsible bidder on Contract No. RR-16-4256 is Plote Construction, Inc. / Dunnet Bay Construction Company, (JV) in the amount of \$50,813,308.12.

Resolution

Contract No. RR-16-4256 is awarded to Plote Construction, Inc. / Dunnet Bay Construction Company, (JV) in the amount of \$50,813,308.12, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____

Chairman

RESOLUTION NO. 21510

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-13-4117 for Ramp Reconstruction, on the Reagan Memorial Tollway (I-88) at Milepost 138.7 (Ramp N) and Tri-State Tollway (I-294) at Milepost 29.1 (Ramp M). The lowest responsible bidder on Contract No. RR-13-4117 is Walsh Construction Company II, LLC in the amount of \$12,744,744.94.

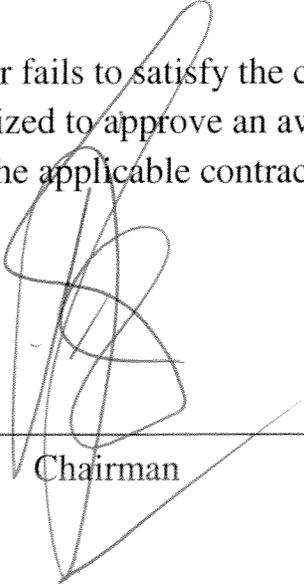
Resolution

Contract No. RR-13-4117 is awarded to Walsh Construction Company II, LLC in the amount of \$12,744,744.94, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____


Chairman

RESOLUTION NO. 21511

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-9014 for East Parking Lot Improvements, at the Tollway Central Administration (CA) Building. The lowest responsible bidder on Contract No. RR-18-9014 is R.W. Dunteman Company in the amount of \$1,978,317.22.

Resolution

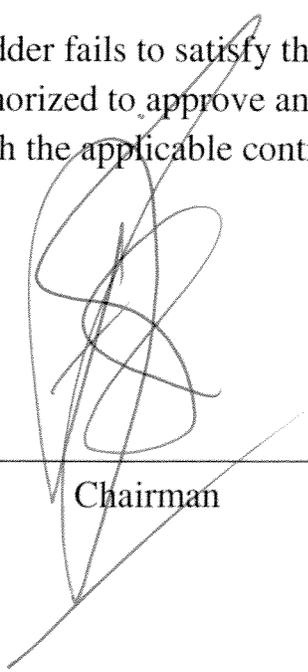
Contract No. RR-18-9014 is awarded to R.W. Dunteman Company in the amount of \$1,978,317.22, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____

Chairman



RESOLUTION NO. 21512

Background

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4351 for Bradley Road Bridge Reconstruction, on the Tri-State Tollway (I-94) at Milepost 17.3 (Bradley Road). The lowest responsible bidder on Contract No. RR-18-4351 is Lorig Construction Company in the amount of \$6,697,889.20.

Resolution

Contract No. RR-18-4351 is awarded to Lorig Construction Company in the amount of \$6,697,889.20, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder, in accordance with the applicable contract award requirements.

Approved by: _____

Chairman

RESOLUTION NO. 21513

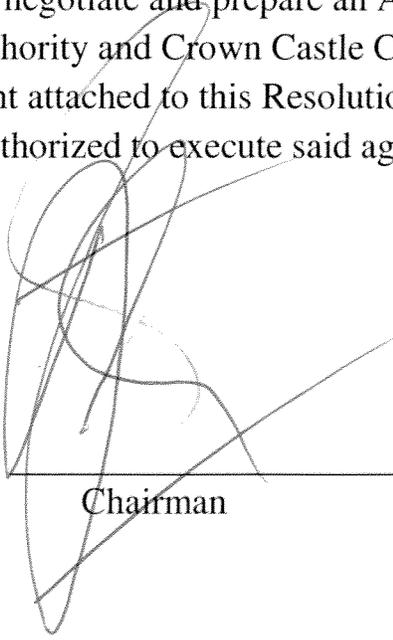
Background

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to enter into a General Utility Agreement with Crown Castle Communications (hereinafter referred to as “Crown Castle”). This Agreement defines the processes and procedures required to identify, design, construct and make payments for the relocation, removal or protection of Crown Castle’s fiber optic cable and associated facilities that conflict with current and future Tollway improvements.

Resolution

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Agreement between the Illinois State Toll Highway Authority and Crown Castle Communications in substantially the form of the Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by:



Chairman

DRAFT

GENERAL UTILITY AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
CROWN CASTLE

THIS AGREEMENT, (hereinafter referred to as the “AGREEMENT”) is entered into this ____ day of _____, AD, 20__ by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter called the “ILLINOIS TOLLWAY”), and CROWN CASTLE a Pennsylvania Corporation, 2000 Corporate Dr. Canonsburg, Pennsylvania authorized to do business in the State of Illinois, (hereinafter called the “UTILITY”), individually referred to as “PARTY” and collectivity referred to as “PARTIES”

WITNESSETH

WHEREAS, it may become necessary for the ILLINOIS TOLLWAY to construct new toll highway routes or improve the existing toll highway in the future (hereinafter referred to as the “PROJECT” or “PROJECTS”); and

WHEREAS, The UTILITY owns, operates and maintains Electronic Fiber Communications Facilities, and/or structures, (hereinafter called the “FACILITY” or “FACILITIES”), in or about the area to be traversed by the PROJECTS, or future improvements, and may have interests in lands and right-of-way, where portions of which may or will interfere with the construction, operation or maintenance of the toll highway, and it is necessary that portions of said FACILITIES which interfere be protected, adjusted, relocated, modified or removed (hereinafter referred to as the “MODIFICATIONS” or with reference to “Modify”) to avoid conflict with the PROJECT; and

WHEREAS, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002017-65; intend to determine and establish

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their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT; and

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

WHEREAS, in accordance with the Tollway policy (*Accommodation of Utilities on the Tollway System*, April 2010) the ILLINOIS TOLLWAY shall enter into agreements to modify and or relocate FACILITIES which the ILLINOIS TOLLWAY determines interfere with Toll Highway PROJECTS; and

WHEREAS, unless the FACILITY is installed pursuant to a Tollway Permit or other agreement where the Utility is responsible for the relocation costs, the ACT requires that the ILLINOIS TOLLWAY ascertain and pay all necessary MODIFICATION costs of the UTILITY whose FACILITIES are so ordered. Any and all MODIFICATIONS shall be carried out in accordance with the work order process and approvals required by the provisions of this AGREEMENT; and

WHEREAS, it is appropriate and in the best interest of the PARTIES to agree on the manner in which the necessary work to MODIFY the FACILITIES shall be performed, the extent of reimbursable costs and credits due, the method and manner of ascertaining the costs, payment procedures, and the procedures for providing or procuring necessary rights-of-way for the FACILITIES which must be modified to accommodate Tollway PROJECTS; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt hereof which is hereby acknowledged, the PARTIES hereto agree as follows:

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I. STATEMENT OF PURPOSE

It is the intention of the PARTIES that the ILLINOIS TOLLWAY and the UTILITY cooperate so that all utility interferences related to the construction of the PROJECT(S) shall be resolved in a timely manner and to establish a process to identify, design, construct and make payment for the MODIFICATIONS of the FACILITIES in conflict with the proposed PROJECTS.

II. NOTICE OF INTERFERENCE

- A. The ILLINOIS TOLLWAY will from time to time provide the UTILITY with written "Notification of Utility Interference" (NOD), (similar in form to Exhibit "A"), whenever in the opinion of the ILLINOIS TOLLWAY, any MODIFICATION of the FACILITIES appears necessary. Each Notification shall designate a "Utility Job Number" assigned by the ILLINOIS TOLLWAY and include information concerning the location of the FACILITIES to be modified.
- B. The ILLINOIS TOLLWAY agrees to provide the UTILITY with plans, specifications, survey data, soil borings and other information relating to the PROJECTS as soon as they become available in order to facilitate the design and/or other options of the FACILITIES to eliminate the conflicts which may require MODIFICATIONS as part of the PROJECTS.

III. OTHER GOVERNMENTAL IMPROVEMENTS

- A. This AGREEMENT is not intended to alter the terms of any previously issued permits or prior agreements between the UTILITY and any local government, county, governmental agency or departments relating to utility occupancies or relocations. Improvements to FACILITIES under the jurisdictions of a local government, county, governmental agency or departments may be required in addition to ILLINOIS TOLLWAY PROJECTS. This work (hereinafter referred to as "OTHER GOVERNMENTAL IMPROVEMENTS") may include, but is not limited to, improvements to traffic lanes, intersections, approaches, exit and entrance ramps, lighting, and drainage systems.

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- B.** OTHER GOVERNMENTAL IMPROVEMENTS may be incorporated into the ILLINOIS TOLLWAY construction contracts.
- C.** After the issuance of the Notice of Interference, but before the approval of the Order for Utility Work, the ILLINOIS TOLLWAY shall notify the UTILITY if a portion of their MODIFICATIONS are required due to OTHER GOVERNMENTAL IMPROVEMENTS.
- D.** The TOLLWAY shall not be obligated to reimburse the UTILITY for the cost of any MODIFICATIONS of the FACILITIES which the UTILITY is directed to make for the sole benefit of another local government, county, governmental agency or department due to OTHER GOVERNMENTAL IMPROVEMENTS and which are not required for the construction, operation, or maintenance of the ILLINOIS TOLLWAY, provided that reimbursement for such MODIFICATIONS is provided to UTILITY by such other government agency or department.
- E.** The PARTIES further agree that the MODIFICATIONS of FACILITIES made necessary by OTHER GOVERNMENTAL IMPROVEMENTS which are the subject of a NOI, the MODIFICATIONS shall be identified, designed, constructed, and carried out in accordance with the terms and conditions of a Work Orders (W.O.) governed under this AGREEMENT.
- F.** Any reimbursement received by the ILLINOIS TOLLWAY from a local government, county, governmental agency or department for utility work due to an OTHER GOVERNMENTAL IMPROVEMENT which is included in the ILLINOIS TOLLWAY construction contracts and not subject to reimbursement by the ILLINOIS TOLLWAY, shall whenever equitable, arising from modifications of FACILITIES, be passed on to the UTILITY.
- G.** The UTILITY shall specifically designate the part or percentage of the MODIFICATIONS made necessary by the PROJECT (and reduced by the proposed OTHER GOVERNMENTAL IMPROVEMENTS) for which it seeks reimbursement by the ILLINOIS TOLLWAY in accordance with the terms and conditions of this AGREEMENT.

IV. ORDER FOR UTILITY WORK

- A.** Upon receipt of the “NOI” and after such supplementary information as may reasonably be required by the UTILITY to prepare a detailed plan to MODIFY its FACILITIES has been provided, the UTILITY shall prepare and submit to the ILLINOIS TOLLWAY the completed “Order for Utility Work” (in a form similar to Exhibit “B”) which shall include the following completed documents:
1. Completed Order for Utility Work form.
 2. Plan and profile detailing the work required.
 3. Plan and profile for temporary facilities (if required).
 4. Cost Estimate for the MODIFICATIONS.
 5. Detailed Work schedule.
 6. Time estimate required performing each phase of the work and time estimates for any required temporary or staged construction.
 7. Actual dollar amount and percentage of reimbursement resulting from OTHER GOVERNMENTAL IMPROVEMENTS.
- B.** The UTILITY shall prepare and submit an “Order for Utility Work” to the ILLINOIS TOLLWAY for each FACILITY or group of FACILITIES designated by a separate Utility Job Number.
- C.** The UTILITY’S submittals shall detail the plan and cross sections of the locations and profile of existing and proposed FACILITIES, including any temporary construction, staged construction and right-of-way that may be required. If the relocation of the FACILITIES is necessary, the ILLINOIS TOLLWAY shall determine the sites within its right-of-way to which the FACILITIES shall be relocated, taking into consideration the costs of relocation to various proposed sites and the UTILITY’S site preferences, maintenance and access requirements.
- D.** The Cost Estimate to MODIFY the FACILITIES for each Utility Job Number shall include, but shall not be limited to the following:
1. The UTILITY’s Engineering Costs.
 - a. Engineering Expenses.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
 2. The UTILITY’s Labor Costs.
 - a. Labor expenses.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
 3. Materials and Supplies.
 - a. Estimated itemized quantities.

- b. Estimated cost of each item.
 - c. Inventory and handling costs.
 4. Contractor Charges.
 5. Motor vehicle and equipment cost breakdowns.
 6. Estimated cost of temporary or staged FACILITIES.
 7. Estimated cost of construction and environmental permits.
 8. Estimated cost of additional right-of-way.
 9. Credit for betterment of FACILITIES.
 10. Credit for salvage.
 11. The amount and reimbursable percentage associated with OTHER GOVERNMENTAL IMPROVEMENTS as outlined in this AGREEMENT
- E.** The Cost Estimate shall include only the cost to MODIFY the FACILITIES identified by a “Utility Job Number” issued by the ILLINOIS TOLLWAY. The UTILITY shall not purchase right-of-way or property rights for the MODIFICATIONS of its FACILITIES without the prior written approval of the Chief Engineer of the ILLINOIS TOLLWAY. The approval of the Order for Utility Work and Cost Estimate shall not be deemed an approval to purchase property or property rights.
- F.** The UTILITY shall submit to the ILLINOIS TOLLWAY an estimate of time required to perform all major phases of the work required to MODIFY the FACILITIES, including any time required for temporary or staged construction, and shall note any other time limitations applicable to the work to the extent known.
- G.** The UTILITY shall state, as part of its Cost Estimate, the method that will be used to perform the work e.g. (in-house company forces, independent or blanket contractor).
- H.** The Cost Estimate shall not include a profit to the UTILITY and shall be signed by a duly authorized representative of the UTILITY who shall certify that the Cost Estimate constitutes an accurate statement of all anticipated costs associated with the proposed work.
- I.** If the UTILITY desires to replace the FACILITY, or a portion thereof, with a FACILITY of increased capacity (betterments), or if the FACILITY includes other betterments, the estimate shall include the costs of those betterments and the UTILITY shall not be entitled to reimbursement for the betterments, unless the relocation cannot be carried out or performed without the installation of inclusion of such betterments. The non-reimbursable cost of the betterments shall be identified on the Cost Estimate as a credit to the ILLINOIS TOLLWAY.

- J. Upon request, the UTILITY shall make available to the ILLINOIS TOLLWAY any explanations, documents, plans, or other information as may be reasonably required for the ILLINOIS TOLLWAY to complete its review of the proposed plans and estimates to MODIFY the FACILITIES.
- K. The ILLINOIS TOLLWAY shall indicate its approval of the plans and estimates by executing the “Order for Utility Work” (exhibit “B”). The UTILITY shall then proceed in accordance with this Agreement.

V. TOLLWAY OPTION TO PERFORM THE WORK

- A. The UTILITY may by mutual agreement of the parties, include a portion, or all of the MODIFICATIONS in the applicable ILLINOIS TOLLWAY construction contract. In this event, the PARTIES shall enter into a separate Utility Work Order relative to these MODIFICATIONS, and the UTILITY shall notify the ILLINOIS TOLLWAY of its intent to include the applicable work in the ILLINOIS TOLLWAY PROJECT(S) and resulting construction contract(s). If portions of the MODIFICATIONS are included in ILLINOIS TOLLWAY contracts, the UTILITY shall submit revised Cost Estimates with all such portions of the work deleted and adjusted where necessary.

VI. PRE-CONSTRUCTION

- A. The PARTIES shall cooperate in identifying needs, exchanging information, and assessing progress during the preparation of plans.
- B. The UTILITY may perform the work required by the ILLINOIS TOLLWAY for each Utility Job Number by using its own forces or an independent outsourced contractor selected through a competitive bidding process.
- C. The bid documents shall require the UTILITY’S Contractor to perform the work within the schedule established by the construction contract. The ILLINOIS TOLLWAY requires competitive bidding of proposals or a periodic competitively bid maintenance contract for any portions of the work other than work performed by in-house employees. Upon receipt of all bids resulting from the competitive bidding process or a competitively bid periodic maintenance contract and prior to awarding the contracted work, the

UTILITY shall promptly submit bid tabulation spread sheets and the three lowest responsible bids to the ILLINOIS TOLLWAY for review and approval. Such review and approval by the ILLINOIS TOLLWAY shall not be unreasonably withheld or delayed. In the event that UTILITY desires to award the contract to a company with a bid other than the lowest responsible bidder, the UTILITY shall provide a written explanation in support of the award to the ILLINOIS TOLLWAY.

- D. The UTILITY shall advertise, receive bids, provide construction engineering inspections and cause the FACILITIES work to be constructed in accordance with the ILLINOIS TOLLWAY approved Order for Utility Work.

VII. NOTICE TO PROCEED

- A. The UTILITY shall not proceed with the construction of any MODIFICATION work under a Utility Job Number until it has received a written “Notice to Proceed” (similar in form to Exhibit "C"), from the ILLINOIS TOLLWAY. The “Notice to Proceed” shall specify a reasonable time within which the work is to be done. The UTILITY shall use its best efforts to complete the work in the specified amount of time and in conjunction with the approved construction schedule.
- B. The ILLINOIS TOLLWAY shall not be obligated to issue the “Notice to Proceed” until the UTILITY or its contractors have provided copies of all documents, bonds and insurance certificates on forms reasonably satisfactory to the ILLINOIS TOLLWAY which identify the ILLINOIS TOLLWAY as a protected party and/or as an additional named insured as required by this Agreement, the plans and specifications, or by law. The ILLINOIS TOLLWAY shall not issue a “Notice to Proceed” until sufficient right-of-way has been acquired for the MODIFICATION of the FACILITIES.

VIII. SCHEDULING AND COORDINATION

- A. The UTILITY shall cooperate, and shall also require its contractors to cooperate, with the ILLINOIS TOLLWAY and all the contractors and subcontractors of the ILLINOIS TOLLWAY to ensure that construction of the PROJECTS progress as expeditiously as possible with minimal interference to ILLINOIS TOLLWAY operations.

- B. The ILLINOIS TOLLWAY shall cooperate, and shall also require its contractors to cooperate, with the UTILITY and all the contractors and subcontractors of the UTILITY to ensure that the relocation of FACILITIES shall progress as expeditiously as possible with minimal interference to any of the UTILITY'S operations.
- C. The UTILITY reserves the right to proceed with such work as may be required to protect and insure the safe and efficient operation of its FACILITIES.

IX. PERFORMANCE OF THE WORK

- A. The UTILITY shall perform the work to MODIFY the FACILITIES in accordance with the approved Order for Utility Work in conjunction with the approved plans and Cost Estimates. All such work shall be performed and comply with the approved plans, applicable statutes, codes and safety standards of general applicability in the industry for the type of work involved.
- B. All work performed by the UTILITY within the ILLINOIS TOLLWAY'S right-of-way shall comply with the ILLINOIS TOLLWAY'S applicable Standard Specifications and the ILLINOIS TOLLWAY'S Policy titled *Accommodation of Utilities on the Tollway System* to the extent not inconsistent with this Agreement. Copies of any such applicable Specifications or Policies will be provided to the UTILITY by the ILLINOIS TOLLWAY upon request.

X. CHANGES IN THE WORK

- A. The UTILITY shall issue written notice to the Chief Engineer of any changes from the approved plans and Cost Estimates or any unscheduled or extra work required with respect to a Utility Job Number. Such changes or extra work shall be reviewed, and if deemed acceptable, approved in writing by the Chief Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.
- B. In the event the UTILITY'S contract does not contain unit prices for the unscheduled or extra work to MODIFY the FACILITIES, the cost of any change in the approved final plans or the cost of extra work shall be negotiated between the UTILITY and its contractor and subject to approval by the ILLINOIS TOLLWAY, which approval shall not be unreasonably withheld or delayed.

- C. If the ILLINOIS TOLLWAY and the UTILITY cannot agree on the negotiated additional charges for proposed field changes or extra work to modify the FACILITIES and the UTILITY elects to proceed with the work in dispute, the UTILITY shall keep separate and complete records of the time and materials and other related costs required to perform the work in dispute. Nothing herein shall prevent the UTILITY from completing the extra work or field changes at its sole cost and expense. In this event, extra work submitted for reimbursement shall be negotiated based upon the applicable rates included within the "Schedule of Average Annual Equipment Ownership Expense" published by the Illinois Department of Transportation (IDOT).
- D. The Chief Engineer of the ILLINOIS TOLLWAY reserves the right to dis-allow proposed field changes or extra work and direct the UTILITY to stop work in connection with a Utility Job Number if continuation of the work results in a substantial increase in costs or disrupts the construction of the PROJECTS. However, the UTILITY may continue the work if necessary to restore or maintain service to its customers.

XI. REMOVAL OF EQUIPMENT AND SALVAGE

- A. Upon completion of the removal or relocation of the FACILITIES in accordance with approved plans, or any modifications thereof as ordered by the ILLINOIS TOLLWAY, the UTILITY shall, without unreasonable delay, dismantle and remove all existing permanent and temporary FACILITIES and other structures which have been abandoned, except for portions thereof which have been abandoned in place in accordance with approved plans, and shall inventory all materials having salvage value. The ILLINOIS TOLLWAY shall receive a credit from the UTILITY for the salvage value of the removed facilities.

XII. RECORD DOCUMENTS

- A. The UTILITY shall provide the ILLINOIS TOLLWAY with one (1) set of reproducible full size (24" x 36") and one set of reduced size (11" x 17") as-built record drawings and specifications for each permanent FACILITY located within the ILLINOIS TOLLWAY'S right-of-way within ninety (90) calendar days after completion of work on the FACILITIES.

- B. To the extent the PARTIES have prior agreements, which include, but shall not be limited to Rights of Entry, Permits and/or Contracts for Sale, which address Utility relocations and modifications and the associated financial responsibilities, they shall remain in force.

XIII. INSURANCE

- A. The UTILITY agrees to procure and maintain, or with respect to operations undertaken by its contractors, to cause its contractors to procure and maintain insurance of the kinds and amounts specified herein with insurance companies rated A - or better by AM Best and authorized to transact insurance business in the State of Illinois, covering all operations undertaken pursuant to any order for MODIFICATIONS of the FACILITIES given by the ILLINOIS TOLLWAY under the terms of this Agreement. Before commencing any such work, the UTILITY shall furnish the Certificates of Insurance satisfactory to the ILLINOIS TOLLWAY, which states that written notice will be provided to the ILLINOIS TOLLWAY at least thirty (30) days in advance of cancellation of any required coverage. The ILLINOIS TOLLWAY'S failure to request a certificate of insurance or insurance policies does not constitute a waiver of the obligations and requirements to maintain the minimal coverage specified as stated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS.
- B. The UTILITY shall maintain the insurance requirements as well as third party liability insurance covering bodily injury and property damage with coverage and limits as specified in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS Section 107.27. All independent and outsourcing contracts and contractors for the UTILITY shall have and maintain the insurance limits as required by the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS and Section 107.27 in particular and have the ILLINOIS TOLLWAY named as an additional insured party.

- C. In lieu of procuring and maintaining insurance as provided in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS (section 107.27), if the UTILITY is self-insured for any of the risks for which insurance is required, subject to the approval of the ILLINOIS TOLLWAY, it may furnish the ILLINOIS TOLLWAY with evidence of its financial responsibility to undertake such self-insurance. If approved, the Utility must provide the ILLINOIS TOLLWAY with a Certificate of Self-Insurance.
- D. The UTILITY understands that the ILLINOIS TOLLWAY has not obtained Builders Risk Insurance covering loss to the property of the UTILITY on account of the work being performed by the UTILITY and its Contractors. Nothing in this Agreement is intended to impose liability on the ILLINOIS TOLLWAY for property losses of the UTILITY on account of work being performed by the UTILITY and its Contractors.

XIV. INDEMNIFICATION

- A. The UTILITY shall indemnify and save the ILLINOIS TOLLWAY, its directors, officers, agents, and employees harmless from any and all claims and liability for any loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with the work performed by the UTILITY or its contractors under this Agreement, or from the operations of the FACILITIES covered by this Agreement or resulting from the failure of the FACILITIES to operate properly or from other malfunctions of the FACILITIES, or from any other actions or inactions on the part of or on behalf of the UTILITY in the design, construction, reconstruction or maintenance of the UTILITY'S FACILITIES located on or near the ILLINOIS TOLLWAY'S right-of-way.
- B. To the extent allowable by law, the ILLINOIS TOLLWAY shall indemnify and save the UTILITY, its affiliates, directors, officers, agents, and employees harmless from any and all liability for loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with the construction of the IMPROVEMENT by the ILLINOIS TOLLWAY or its Contractors, or from the ILLINOIS TOLLWAY'S operations on the ILLINOIS TOLLWAY'S right-of-way or from any other actions or inactions on the part of or on behalf of the ILLINOIS TOLLWAY in connection with the design, construction, reconstruction, operation, or maintenance of the IMPROVEMENT.

XV. SUBMISSIONS OF COSTS AND BILLING

- A.** The ILLINOIS TOLLWAY shall reimburse the UTILITY for all substantiated, actual and approved costs necessary to perform the MODIFICATIONS.
- B.** Upon completion of the work contemplated by a Utility Job Number or a PROJECT including more than one Utility Job Number, the UTILITY shall submit to the ILLINOIS TOLLWAY an invoice for reimbursement. All bills or invoices shall be accompanied by supporting documents detailing, at a minimum, the following costs and expenses itemized as follows:
1. Construction or Removal of FACILITIES.
 - a. Engineering Costs;
 - b. Labor Costs;
 - c. Costs of Work Contracted for by the UTILITY;
 - d. Motor Vehicle and Equipment Costs; and
 - e. Material Costs;
 2. General and Overhead Costs.
 - a. Administrative and General;
 - b. Payroll Taxes;
 - c. Pension, Welfare, and Insurance;
 3. Credit for the salvage value of abandoned or removed Facilities.
 4. Credit for any and all Betterment of Facilities.
 5. Credit for the reimbursable percentage due to OTHER GOVERNMENT IMPROVEMENTS.
- C.** The bill/invoice shall be signed by a duly authorized representative of the UTILITY with a certification that he/she has examined the records and accounts of the UTILITY and that the statement is a true and complete bill for the items set forth therein.
- D.** Audit/retention of records: UTILITY and its subcontractors shall maintain books and records relating to the performance of the MODIFICATIONS necessary to support the amounts charged to the State in compliance with 30 ILCS 500/20-65. Books and records, including information stored in databases or other computer systems, shall be maintained by the UTILITY for a period of three years from the later of the date of final payment under the contract or completion of the contract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the ILLINOIS TOLLWAY, the Auditor General, the Executive Inspector General, and the State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The UTILITY and

its contractors and subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the ILLINOIS TOLLWAY under the contract for which adequate books and records are not available to support the purported disbursement. The UTILITY or subcontractors shall not impose a charge for audit or examination of the UTILITY's books and records.

XVI. PAYMENT

- A.** After the UTILITY has submitted an approved invoice for reimbursement with all required supporting statements and documentation, the ILLINOIS TOLLWAY shall promptly reimburse the UTILITY for its substantiated costs for the MODIFICATION of the FACILITIES covered by each Utility Job Number. Periodic or partial payments and invoicing shall be permitted for materials and supplies delivered with work completed. The UTILITY shall also submit, prior to payment, any additional information reasonably requested by the ILLINOIS TOLLWAY.
- B.** Final payment by the ILLINOIS TOLLWAY for the cost of eligible reimbursable utility work performed on each Utility Job Number or improvement shall constitute full payment for the performance of its obligation to pay money and constitute full satisfaction of any and all claims for payment of money which the UTILITY may have against the ILLINOIS TOLLWAY arising from the Utility Job Number or improvement set forth in this AGREEMENT.
- C.** The UTILITY shall submit a final invoice within one (1) year of the completion of work on each Utility Work Order. The final invoice shall be marked "FINAL INVOICE" and shall state the date on which the last work was performed or the last item of billed expense was incurred.

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XVII. FUTURE REMOVALS OR RELOCATIONS

If at any time the ILLINOIS TOLLWAY determines that it is necessary to remove, adjust, protect or relocate the UTILITY'S FACILITIES, the PARTIES shall proceed in accordance with the terms and conditions of this Agreement.

XVIII. MODIFICATIONS

Any modification to this Agreement must be in writing and executed by the duly authorized representatives of the PARTIES.

XIX. TERMINATION

Either PARTY may terminate this Agreement upon one (1) year prior written notice to the other PARTY.

XX. GENERAL PROVISIONS

- A. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Illinois. Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought in DuPage County, Illinois.
- B. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- C. Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is 36-000-00000 and it is doing business as a private entity, whose mailing address is _____.
- D. This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES.
- E. This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and assigns.

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- F. The failure by the ILLINOIS TOLLWAY or the UTILITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the UTILITY unless such provision is waived in writing.

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NOTICES

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

To: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attention: Chief Engineer

To: Crown Castle
2000 Corporate Drive.
Canonsburg, Pennsylvania 15317
Attention: - Mr. Lee Church

EXHIBITS:

The following exhibits are attached to this agreement and hereby incorporated by reference

Exhibit A: Notice of Utility Interference (NOI)

Exhibit B: Order for Utility work

Exhibit C: Notice to Proceed (NTP)

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Greg Bedalov, Executive Director

CROWN CASTLE

By: _____ Date: _____
Authorized Representative – Signature & Title

Approved as to Form and Constitutionality

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

EXHIBITS

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“A” – NOTIFICATION OF UTILITY INTERFERENCE

“B” – ORDER FOR UTILITY WORK

“C” – NOTICE TO PROCEED – UTILITY WORK



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
NOTIFICATION OF UTILITY INTERFERENCE _____ TOLLWAY

Date _____
(Utility or Municipality)

Address _____

City, State, Zip _____

Dear Sir,

This is notification that your facilities consisting of _____

BRIEF DESCRIPTION OF FACILITIES

Location _____

GENERAL LOCATION OF INTERFERENCE

Within _____ and more specifically located at _____ + _____, _____ on the
DESIGN SECTION/CONTACT NUMBER STATION NUMBER MILEPOST NO.

_____ Tollway, will interfere with the construction or improvement of said Toll Highway

This interference has been assigned UTILITY JOB NUMBER _____

Recommended for Notification this _____ day of _____ of 20 _____

By _____
DESIGN SECTION ENGINEER

By _____
ISTHA UTILITY SECTION

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____
CHIEF ENGINEER



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ORDER FOR UTILITY WORK - _____ TOLLWAY

The _____ hereby requests authority to do such work as shown on
(Utility or Municipality)
the attached drawings and identified by Utility Job Number _____ in accordance with the
terms and conditions of the Utility Agreement dated _____, 20 _____ and the
Supplemental Provisions and Restrictions as may be hereinafter set forth:
Final Plans, a detailed Cost Estimate, and time estimate to perform the utility work are attached.

A summary of the estimated cost and time requirements are listed below:

- 1. Estimated Cost of Abandoning, Removing or Retiring Existing Facilities: \$ _____
- 2. Estimated Cost of Adjusting or Protecting Existing Facilities: \$ _____
- 3. Estimated Cost of Relocating Facilities: \$ _____
- 4. Estimated Cost of Temporary Facilities: \$ _____
- 5. Estimated Cost of Additional Right-of-Way (if required): \$ _____
- 6. Estimated Credit for Used Life, Betterment, Salvage: \$ _____

Total Estimated Cost: \$ _____

The estimated time to complete the work is _____ days.

Signed on this _____ day of _____, 20 _____.
(Utility or Municipality)

Signature Title

Recommended for Approval this _____ day of _____ of 20 _____.

Design Section Engineering Signature

Tollway Utility Section
Approved and Ordered for Construction this _____ day of _____, 20 _____.

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____
Chief Engineer

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EXHIBIT C

Utility Job Number _____

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
NOTICE TO PROCEED – UTILITY WORK**

_____. Date _____
(Utility or Municipality)

Address

City, State, Zip

Gentlemen:

You are hereby authorized to proceed, effective this date, with construction of the utility work
Identified by Utility Job Number _____.

All work is subject to the terms and conditions of the Utility Agreement and the approved Order for
Utility Work. The estimated time to complete the utility work is _____ days.

It is the Utility's responsibility to make known to itself the construction schedule for the project
and to coordinate the utility work with the work of others.

Sincerely,

Chief Engineer
Illinois State Toll Highway Authority