

## RESOLUTION NO. 21514

**Background**

The Board of Directors previously approved, pursuant to Resolution No. 20736, the composition and responsibilities of various committees to assist the Board in carrying out its duties under the Toll Highway Act. It is in the best interest of the Illinois State Toll Highway Authority to supersede Resolution No. 20736 due to appointments of new directors by the Governor of Illinois. This Resolution shall also supersede all prior resolutions regarding membership of Board committees.

**Resolution**

In the interest of executive economy and to provide thorough review of policy issues, effective immediately, the Board of Directors hereby declares 1) that the membership of the committees listed below shall be as follows:

**Finance, Administration and Operations**

Chair: Earl Dotson, Jr.

Members: James Banks  
David Gonzalez  
Craig Johnson

**Customer Service and Planning**

Chair: Neli Vazquez Rowland

Members: Joseph Gomez  
Craig Johnson  
Robert Schillerstrom

**Audit**

Chair: David Gonzalez

Members: James Banks  
Corey Brooks

04/26/18

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RESOLUTION NO. 21514

**Resolution - Continued**

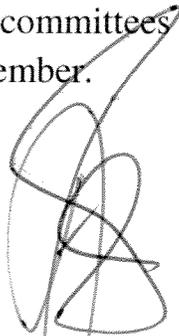
Diversity & Inclusion

Chair: Corey Brooks

Members: Joseph Gomez  
Neli Vazquez Rowland  
Robert Schillerstrom

It is further resolved that the Board Chairman is hereby also an ex-officio member of all Board committees for which the Board Chairman does not serve as a regular committee member.

Approved by:

  
\_\_\_\_\_  
Chairman

RESOLUTION NO. 21515

**Background**

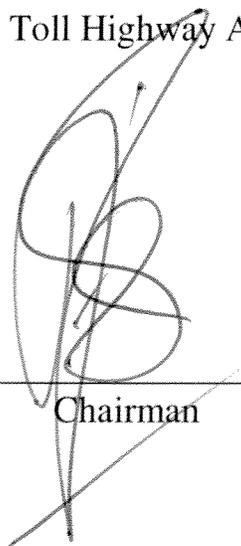
It is in the best interest of The Illinois State Toll Highway Authority to appoint a Vice-Chair to the Board to perform duties of the Chairman when that individual is unable or unavailable to perform such duties.

Pursuant to Article III, Section 1 of the Tollway's By-Laws, the Chairman shall nominate a Vice-Chairman with majority consent of the board, who shall be preside at a meeting or over a particular item if the Chairman is unavailable. The Vice-Chairman shall preside as Vice-Chairman for the limited duration of the Chairman's absence.

**Resolution**

Director James Banks is appointed Vice-Chairman of the Board of Directors of the Illinois State Toll Highway Authority effective April 26, 2018.

Approved by: \_\_\_\_\_



Chairman

RESOLUTION NO. 21516

**Background**

Resolution No. 21499 converted the ad hoc Diversity and Inclusion Committee to a Standing Committee to further assist the Board in carrying out its duties and responsibilities to the Illinois State Toll Highway Authority. This Committee will be charged with focusing on diversity issues and initiatives, creating access to sustainable jobs for disenfranchised individuals and work for certified Disadvantaged Business Enterprises, Business Enterprise Program, and Veteran-owned and other certified or registered small businesses related to the Tollway's business operations and expenditures;

**Resolution**

It is hereby declared that the charter governing the Tollway Diversity and Inclusion Committee is established as indicated in the charter attached hereto, to emphasize the Committee's focus on diversity issues and initiatives. The Chairman of the Diversity and Inclusion Committee, Executive Director and Chief of Diversity and Strategic Development are authorized to take all actions necessary to effectuate the purpose of this Resolution, and all actions taken by the Diversity and Inclusion Committee in furtherance hereof are ratified and approved.

Approved by:



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Chairman

## ILLINOIS STATE TOLL HIGHWAY AUTHORITY

### DIVERSITY AND INCLUSION COMMITTEE CHARTER

**Purpose:** The Diversity and Inclusion Committee of the Illinois State Toll Highway Authority Board of Directors is created as a standing committee to provide policy direction to and oversight of the Tollway's inclusion efforts in contracting, the procurement of goods and construction related professional services as well as workforce diversity. The Committee shall monitor and make available opportunities and programs that promote mutual respect and understanding of diversity and diversity initiatives to the fullest extent possible through organizational changes and leadership that supports diversity, networking and mentoring opportunities, community outreach, educational and developmental programs. This committee will work with and receive regular reports from Tollway personnel and industry professionals in the areas of the Tollway's work with disadvantaged, minority, women, veteran-owned, and other certified or registered small businesses, as well as workforce development.

**Composition:** The Committee shall consist of a Chair and up to five Directors selected by the Board Chairman, based upon their expressed interest and expertise, and approved by the Board. Additionally, consistent with the terms set forth in Article 3, Section 4(c) of the Tollway's By-Laws, the 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.

**Meetings:** The Committee shall meet as often as may be deemed necessary by the Committee Chair, and at least quarterly. The Committee shall give regular reports on its meetings to the Board and on such matters as the Board shall specify. All meetings shall be conducted in accordance with the requirements of the Illinois Open Meetings Act, including publication of the meeting minutes for public review.

**Duties, Responsibilities and Authority:** The Committee may report to the Board on:

1. Contracting Data
  - a. DBE Program
  - b. Business Enterprise Program (Goods and Services)
  - c. Veterans Business Program
  - d. Small Business Initiative
2. Partnering for Growth (P4G) Program
3. Technical Assistance Program
4. Workforce Development
  - a. EEO Participation Data
  - b. Earned Credit Program (ECP)
  - c. Workforce Development Technical Assistance Initiative (WDTAI)
5. External Partnerships

- a. Diversity Advisory Council (DAC) and related committees
- b. ECP Advisory Council
- c. Regional Initiatives
- d. Other Advocacy Agency support

6. Disparity and Availability Studies

**Date Approved:**

**Board Resolution:**

RESOLUTION NO. 21517

**Background**

It is in the best interest of The Illinois State Toll Highway Authority to appoint a Tollway Secretary and certain qualified employees as Assistant Tollway Secretaries to perform duties of the appointed Secretary when that individual is unable or unavailable to perform such duties.

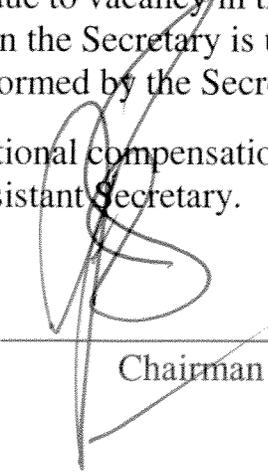
Pursuant to Article III, Section 3 of the Tollway’s By-Laws, the Board shall bi-annually select a Secretary, who shall be present at all board meetings and keep accurate records of those meetings and shall have all necessary powers incident to the performance of the office and such other duties as from time to time may be authorized, ordered or directed by the Board or the Chairman.

**Resolution**

Ms. Christi Regnery is reappointed Tollway Secretary and Open Meetings Act Designee of the Illinois State Toll Highway Authority effective April 26, 2018. The Executive Director is authorized to establish a reasonable salary and standard Tollway employee benefits for the Tollway Secretary. As Tollway Secretary, Ms. Regnery shall be responsible for the day-to-day management of Board-related operations, reporting to the Chairman and the Board of Directors and is to perform all duties for the Tollway consistent with this appointment.

The Tollway appoints Ms. Susanne Canik and Ms. Maria C. Grosso as Assistant Secretaries and Open Meetings Act Designees of the Illinois State Toll Highway Authority effective April 26, 2018. Either Ms. Canik or Ms. Grosso, collectively or individually, shall have the authority to exercise all of the powers of the Secretary due to vacancy in the role of Secretary, or as directed by the Chairman when the Secretary is unable or unavailable to perform certain duties ordinarily performed by the Secretary; and

No additional compensation shall be paid said individuals for performing the services of Assistant Secretary.

Approved by:  \_\_\_\_\_  
Chairman

## RESOLUTION NO. 21518

**Background**

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of the Illinois State Toll Highway Authority (the “Tollway”), requires the Tollway to provide liability insurance coverage for the protection of Tollway property and personnel, as well as for claims of injury and property damage to others. The current coverage expires June 1, 2018 and it is advisable to continue such coverage.

In 2014 Central Management Services (CMS) of Illinois entered into a master contract with Mesirow Insurance Services, Inc. to provide Insurance Broker Services. Pursuant to this master contract, the Tollway engaged the services with the Insurance Broker to obtain proposals for Liability Insurance Protection.

The Consulting Engineers have certified that the Authority’s liability insurance proposal has been reviewed and is in accordance with the requirements of the Indenture, Section 715.

It is now in the best interest of the Tollway to accept the offers of the seven insurance companies, placed through Mesirow Insurance Services, Inc., in order to maintain the required insurance protection for Tollway operations. The proposal includes a primary layer of insurance from The Insurance Company of the State of Pennsylvania with coverage of \$20 million.

**Resolution**

The Insurance Company of the State of Pennsylvania is approved to provide General Liability and Automobile Liability coverage, including coverage under the Terrorism Risk Insurance Act, for the period June 1, 2018 to June 1, 2019. The primary layer limit of \$20,000,000 is subject to a retention of \$500,000 per occurrence for Liability and \$250,000 per occurrence for Automobile Liability.

It is acknowledged that Mesirow Insurance Services, Inc. has secured offers from the carriers to provide layers of excess liability coverage for the period of June 1, 2018 to June 1, 2019 for a combined limit of \$130,000,000 per occurrence and in the aggregate in excess of the primary layer coverage.

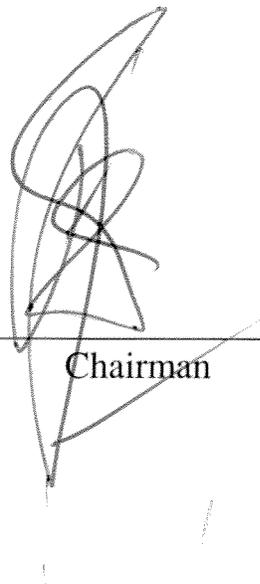
RESOLUTION NO. 21518

**Resolution - Continued**

All stated policies, related coverages and the broker service fee will be secured for total premiums and fees not to exceed \$1,013,656, including any applicable surplus lines tax; and such liability coverage is approved with all coverage obtained and paid through the Insurance Broker, Mesirow Insurance Services, Inc.

The Chairman or the Executive Director is authorized, subject to the approval of the Acting General Counsel, to execute any and all documents necessary to effectuate said coverage; and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved: \_\_\_\_\_



Chairman

RESOLUTION NO. 21519

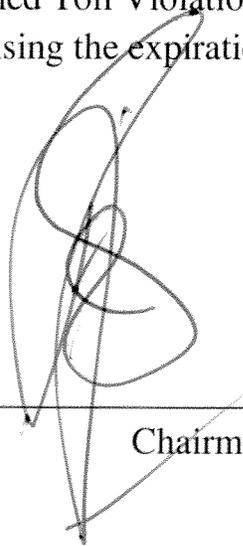
**Background**

The Toll Highway Act authorizes the Illinois State Toll Highway Authority (the "Tollway") to settle an administrative fine or penalty arising from toll violations. 605 ILCS 10/10(a-5). The Tollway passed Resolution No. 21010 on 04/28/16 setting forth Toll Violation Payment and Settlement Guidelines. The Tollway, in consultation with the Attorney General, has determined that it is in the best interest of the Tollway, after taking into account the factors listed in Section 10(a-5) of the Toll Highway Act, to maintain the Toll Violation Payment and Settlement Guidelines and revise the expiration date. No other modifications are made.

**Resolution**

The attached Toll Violation Payment and Settlement Guidelines are amended by revising the expiration date to May 1, 2020.

Approved by: \_\_\_\_\_



Chairman

## TOLL VIOLATION PAYMENT AND SETTLEMENT GUIDELINES

The following guidelines establish the terms and conditions upon which the Illinois State Tollway Highway Authority (“Tollway”) will agree to settle and dismiss a Notice of Toll Violation (“Notice”) and the procedures for the write-off of Notices for which no payment or settlement has been received after a diligent effort at collection. These Guidelines become effective April 1, 2014, and expire on May 1, 2020.

As stated in the Illinois Toll Highway Act (605 ILCS 10/10/10(a-5)), the Tollway, at its discretion and in consultation with the Attorney General, is authorized to settle a toll violation administrative fine or penalty if it determines that settling for less than the full amount is in the best interests of the Authority after taking into account the following factors: (1) the merits of the Authority’s claim against the respondent; (2) the amount that can be collected relative to the administrative fine or penalty owed by the respondent; (3) the cost of pursuing further enforcement or collection action against the respondent; (4) the likelihood of collecting the full amount owed; and (5) the burden on the judiciary. All contracts entered into by the Tollway shall be approved as to their form and constitutionality by the Attorney General prior to their execution and delivery pursuant to Section 15 of the Act.

### **A. Non-Transponder Customers: Terms and Conditions for Dismissal**

1. Until the date the Notice is referred to a collection agency, a person receiving a Notice of Toll Violation (“Violator”) must pay the tolls at the cash rate and the \$20.00 fines set forth in the Notice.
2. Upon receipt of the unpaid tolls and \$20.00 fines as set forth in the Notice the Tollway will dismiss the Notice and the Violator shall have no further liability to the Tollway arising from the Notice, provided that the Tollway reserves the right to limit the availability of such settlements to violations that have not yet been referred to collections.
3. A non-transponder customer that requests an administrative hearing in person, in writing or through any other means offered by the Tollway and is found liable is not eligible for a settlement under this Section A.
4. Once a Notice is referred to a collection agency all matters relating to settlement of that Notice must be referred to the collection agency.
5. Any Federal agency, State or municipal entity, including both those with an I-PASS account and those that do not have an I-PASS account or Recognized Transponder Account, shall pay the cash rate for tolls only if they open or update a government account. The fines will then be dismissed upon receipt of payment.

**B. I-PASS Customers or Customers with Recognized Transponder Accounts  
(e.g., E-ZPass): Terms and Conditions for Dismissal**

1. Within the time frame provided in the Final Order of Liability, a Violator that has an I-PASS or a transponder tolling account recognized by the Tollway must pay the cash rate of the tolls. In instances where an I-PASS or a recognized transponder tolling account holder adds a license plate of a Violator to their account after the date of the initial Notice, the Violator will be entitled to a settlement under this subsection B.1 only: (1) if the name and/or address on the Notice and the account match; (2) in the case of a business entity that has violations, if the business entity with the violation provides sufficient documentation that they share common ownership with an entity that has an account; (3) or in the case of a third party toll road service provider (i.e. Pre-Pass Plus, BestPass and etc.), if the third party toll road service provider submits sufficient documentation that the violator had an account with them at the time of the violation and that the violator's license plate has been added to their account; otherwise, the Violator is entitled to a settlement pursuant to subsection B.2.
2. A Violator that has an I-PASS or a recognized transponder tolling account, but fails to pay the cash rate of the tolls within the time frame provided in the Final Order of Liability, must pay the cash rate of the tolls and the applicable fines as set forth in the attached Table A and Table B. Table A is for fines incurred while driving on other roadways in the Illinois Tollway System; Table B is for fines incurred while driving along Illinois 390. If fines are incurred on both Illinois 390 and other roadways, the Violator will be fined the relevant appropriate roadway fine.
3. A Violator with an I-PASS or a recognized transponder tolling account that has a current negative balance must bring the account out of a negative balance before a settlement will be entered.
4. Upon the Violator's payment of the appropriate amount as set forth in subsections B.1 or B.2 and, if necessary, bringing the Violator's I-PASS or a recognized transponder tolling account out of a negative balance the Tollway will dismiss the Notice and the Violator shall have no further liability to the Tollway arising from the Notice, provided that the Tollway reserves the right to limit the availability of such settlements to violations that have not yet been referred to collections.
5. An I-PASS customer or a customer from a recognized transponder tolling account that requests an administrative hearing in person, in writing or through any other means offered by the Tollway and is found liable is not eligible for a settlement under this Section B and is subject to Section A.4.
6. An I-PASS customer with a pending bankruptcy case, who otherwise qualifies, is eligible for a settlement under this Section when circumstances warrant.

### **C. Settlement Authority for Non-Standard Settlements**

The following approvals are required for any settlement of a Notice in an amount that is less than that called for pursuant to the guidelines set forth in Sections A and B:

1. All settlements of a Notice in an amount less than that called for pursuant to the guidelines set forth in Sections A and B above shall have the Non-Standard Settlement Evaluation form or other explanation of the basis for the settlement and supporting documentation completed and attached.
2. Settlements made by a duly appointed collection agency are not subject to these approval rules as long as they follow settlement parameters presented to the Board.
3. The following authority levels are established for Non-Standard settlements that meet the requirements of this section C:
  - a. Up to \$7,500 in total amount due for each Violator ID, the Project Coordinator or Customer Service Manager, another Customer Service Manager or more senior level Business Systems manager plus an Assistant Attorney General shall recommend a settlement by completing the required settlement review forms, which will be approved by a Special Project Manager or more senior level Business Systems manager.
  - b. \$7,500 to \$15,000 in total amount due for each Violator ID must also be approved by Chief of Business Systems.
  - c. \$15,001 to \$30,000 in total amount due for each Violator ID must also be approved by Chief Financial Officer.
  - d. \$30,001 to \$50,000 in total due for each Violator ID must also be approved by the Executive Director.
  - e. Over \$50,000 in total amount due for each Violator ID must also be approved by the Board of Directors.

### **D. Write-Offs of Toll Violation Account Receivables**

1. Settlements of Notices made pursuant to Section 10(a-5) of the Toll Highway Act are not write-offs of uncollectible debt but rather legal and enforceable settlements. Those Notices that are not paid in full or settled pursuant to Section 10(a-5) after diligent collection efforts may be written off pursuant to the requirements of the Uncollected State Claims Act, 30 ILCS 205/1 et seq., and the following procedures implementing the requirements of that Act.
2. In the event the Tollway is unable to collect any unpaid toll, fine or fee associated with a single violator ID in the amount of \$1,000 or more after having pursued the procedures prescribed by law for the collection thereof, the Tollway shall compile a list of violation accounts to be written-off and present them to the Board for approval.

3. Upon approval, the Tollway will then request the Attorney General to certify the claims or account receivables associated with single violator IDs in the amount of \$1,000 or more to be uncollectible. Upon approval by the Attorney General, the accounts shall be written off as an account receivable. Each request to the Attorney General asking that violations associated with a violator ID of \$1,000 or more be declared uncollectible shall be in a format prescribed by the Attorney General and shall include at a minimum, to the extent that the information is available, the following information: debtor's name, available debtor's identifying number, debtor's last known address, nature of the debt, efforts made to collect the debt, the time period covered by those efforts, the age of the debt, the age of the debtor and the reason or reasons why the Tollway believes the debt to be uncollectible.
4. Tolls, fines and fees associated with a single violator ID of less than \$1,000 may be certified as uncollectible by the Tollway after the Board, having been provided the necessary information, determines that further collection efforts are not in the best economic interest of the Tollway. Such determination shall be made in accordance with rules of the Comptroller and need not be approved by the Attorney General.

#### **E. Facilitation of Settlement Process**

In order to facilitate the settlement process, the Tollway may accept monies in anticipation of the Attorney General's approval of a settlement pursuant to Section C if the Tollway has a reasonable expectation that the settlement will be approved. If the settlement is not approved, the monies will be returned to the customer promptly.

**Table A**  
**TRANSPONDER ACCOUNT SETTLEMENT TABLE**

<b>Number of Violations</b>	<b>Settlement Amount</b>	<b>Number of Paid Fines</b>
1 - 5	Cash tolls + \$20	1
6 - 9	Cash tolls + \$40	2
10 - 49	Cash tolls + \$100	5
50 - 99	Cash tolls + \$200	10
100 - 149	Cash tolls + \$300	15
150 - 199	Cash tolls + \$400	20
200 - 249	Cash tolls + \$500	25
250 - 299	Cash tolls + \$600	30
300 - 349	Cash tolls + \$700	35
350 - 399	Cash tolls + \$800	40
400 - 449	Cash tolls + \$900	45
450 - 500	Cash tolls + \$1,000	50
501 - 750	Cash tolls + \$1,500	75
751 and above	Cash tolls + \$2,000	100

**Table B**  
**TRANSPONDER ACCOUNT SETTLEMENT TABLE – ILLINOIS 390 FINES**

<b>Number of Violations</b>	<b>Settlement Amount</b>	<b>Number of Paid Fines</b>
1 - 5	Cash tolls + \$10	1
6 - 9	Cash tolls + \$20	2
10 - 49	Cash tolls + \$50	5
50 - 99	Cash tolls + \$100	10
100 - 149	Cash tolls + \$150	15
150 - 199	Cash tolls + \$200	20
200 - 249	Cash tolls + \$250	25
250 - 299	Cash tolls + \$300	30
300 - 349	Cash tolls + \$350	35
350 - 399	Cash tolls + \$400	40
400 - 449	Cash tolls + \$450	45
450 - 500	Cash tolls + \$500	50
501 - 750	Cash tolls + \$750	75
751 and above	Cash tolls + \$1,000	100

## RESOLUTION NO. 21520

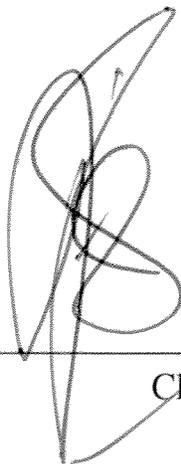
**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Police Utility Vehicles through the Central Management Services ("CMS") master contract with Morrow Brothers Ford, Inc. (Tollway Contract No. 18-0061) for an upper limit of compensation not to exceed \$1,375,284.00. 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 Police Utility Vehicles from Morrow Brothers Ford, Inc. is approved in an amount not to exceed \$1,375,284.00. 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. 21521

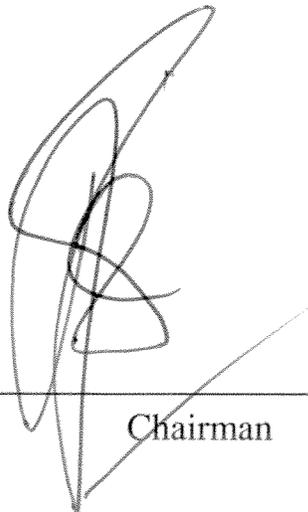
**Background**

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Crash Attenuator Parts through the Central Management Services (“CMS”) master contract with Energy Absorption Systems, Inc. (Tollway Contract No. 18-0046) for an upper limit of compensation not to exceed \$500,000.00. 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 Crash Attenuator Parts from Energy Absorption Systems, Inc. is approved in an amount not to exceed \$500,000.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the 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. 21522

**Background**

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased a Web-Based Project Management System (Contract No. 12-0267) from e-Builder, Inc. 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 \$2,073,500.00 for the purchase of additional Web-Based Project Management System Services.

**Resolution**

The renewal option and associated increase to the upper limit of compensation of Contract No. 12-0267 for the purchase of additional Web-Based Project Management System Services from e-Builder, Inc. is approved in an amount not to exceed \$2,073,500.00 (increase from \$2,781,953.00 to \$4,855,453.00). 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. 21523

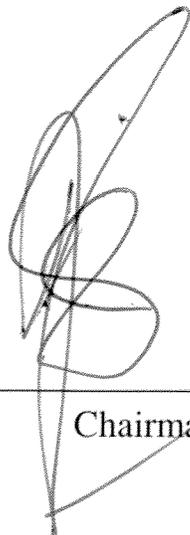
**Background**

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Red Hat Software Maintenance and Support. Pursuant to the Tollway’s Invitation for Bid No. 17-0202, the Tollway has determined that National Tek Services, Inc. is the lowest responsive and responsible bidder for Red Hat Software Maintenance and Support for an upper limit of compensation not to exceed \$626,800.00.

**Resolution**

The bid from National Tek Services, Inc. for the purchase of Red Hat Software Maintenance and Support is accepted. Contract No. 17-0202 is approved in an amount not to exceed \$626,800.00. 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. 21524

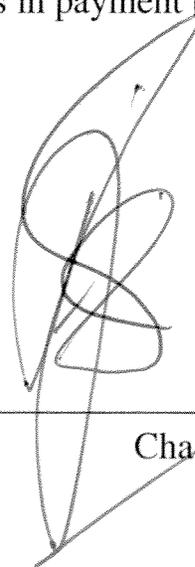
**Background**

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Pre-Employment Screening and Testing Services. Pursuant to the Tollway’s Invitation for Bid No. 17-0207, the Tollway has determined that Midwest Rehabilitation Services, Ltd. is the lowest responsive and responsible bidder for Pre-Employment Screening and Testing Services for an upper limit of compensation not to exceed \$192,582.50.

**Resolution**

The bid from Midwest Rehabilitation Services, Ltd. for the purchase of Pre-Employment Screening and Testing Services is accepted. Contract No. 17-0207 is approved in an amount not to exceed \$192,582.50. 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. 21525

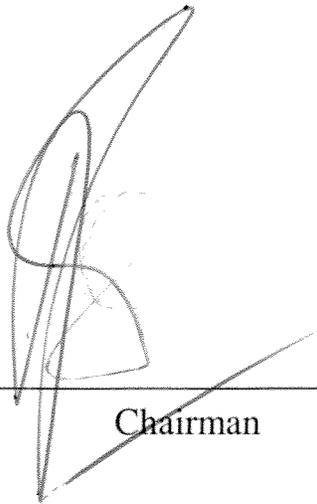
**Background**

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Industrial Supplies. Pursuant to the Tollway’s Invitation for Bid No. 17-0104, the Tollway has determined that J.P. Simons & Co. is the lowest responsive and responsible bidder for Industrial Supplies for an upper limit of compensation not to exceed \$136,428.31.

**Resolution**

The bid from J.P. Simons & Co. for the purchase of Industrial Supplies is accepted. Contract No. 17-0104 is approved in an amount not to exceed \$136,428.31. 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 handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom, positioned over a horizontal line.

Chairman

RESOLUTION NO. 21526

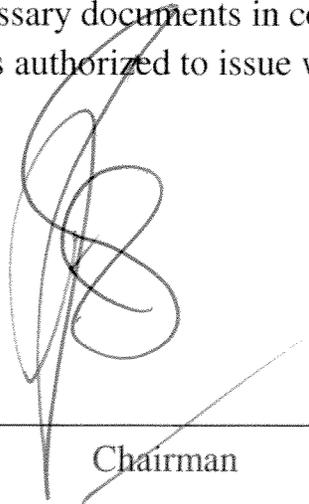
**Background**

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Plumbing Supplies (Contract No. 14-0198) from Murphy Home Center Co. Inc. (d.b.a. Murphy Ace Hardware). 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 \$45,000.00 for the purchase of additional Plumbing Supplies.

**Resolution**

The renewal option and associated increase to the upper limit of compensation of Contract No. 14-0198 for the purchase of additional Plumbing Supplies from Murphy Home Center Co. Inc. (d.b.a. Murphy Ace Hardware) is approved in an amount not to exceed \$45,000.00 (increase from \$79,500.00 to \$124,500.00). 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. 21527

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4369 for Building Removal, on the Tri-State Tollway (I-294) from Milepost 20.9 (LaGrange Road) to Milepost 23.0 (I-55). The lowest responsible bidder on Contract No. I-18-4369 is Fox Excavating, Inc. in the amount of \$1,003,340.00.

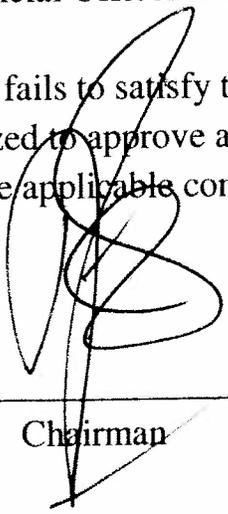
**Resolution**

Contract No. I-18-4369 is awarded to Fox Excavating, Inc. in the amount of \$1,003,340.00, 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. 21528

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract No. RR-17-4348 for Southbound Deck Sealing, on the Veterans Memorial Tollway (I-355) from Milepost 12.3 (I-55) to Milepost 0.0 (I-80). The lowest responsible bidder on Contract No. RR-17-4348 is Rausch Infrastructure, LLC in the amount of \$299,380.40.

**Resolution**

Contract No. RR-17-4348 is awarded to Rausch Infrastructure, LLC in the amount of \$299,380.40, 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 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. 21529

**Background**

The Illinois State Toll Highway Authority (the “Tollway”) advertised for sealed bids on Contract RR-17-4347 for Northbound Deck Sealing, on the Veterans Memorial Tollway (I-335) from Milepost 0.0 (I-80) to Milepost 12.3 (I-55). The lowest responsible bidder on Contract No. RR-17-4347 is Rausch Infrastructure, LLC in the amount of \$350,793.88.

**Resolution**

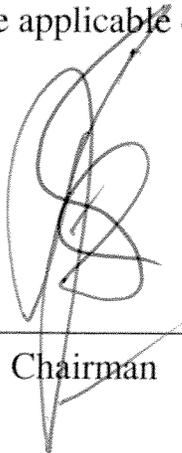
Contract No. RR-17-4347 is awarded to Rausch Infrastructure, LLC in the amount of \$350,793.88, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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. 21530

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4370 for Bridge Sealing, on the Tri-State Tollway (I-94) from Milepost 1.0 (Russell Road) to Milepost 16.7 (Townline Road). The lowest responsible bidder on Contract No. RR-18-4370 is Lion Construction, LLC in the amount of \$252,883.06.

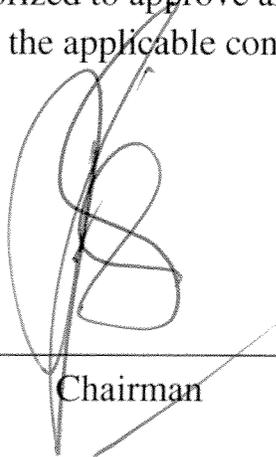
**Resolution**

Contract No. RR-18-4370 is awarded to Lion Construction, LLC in the amount of \$252,883.06, 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. 21531

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4375 for Steel Beam Fabrication, on the Edens Spur (I-94) Bridge Numbers 349 & 350. The lowest responsible bidder on Contract No. I-18-4375 is DeLong's, Inc. in the amount of \$2,925,984.00.

**Resolution**

Contract No. I-18-4375 is awarded to DeLong's, Inc. in the amount of \$2,925,984.00, 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. 21532

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract I-18-4372 for Roadway Rehabilitation & Beam Fabrication, on the Edens Spur (I-94) from Milepost 26.25 (Plaza 24) to Milepost 26.9 (Pfingsten Road). The lowest responsible bidder on Contract No. I-18-4372 is Lorig Construction Company in the amount of \$1,393,099.75.

**Resolution**

Contract No. I-18-4372 is awarded to Lorig Construction Company in the amount of \$1,393,099.75, 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. 21533

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4376 for Clean and Televised Drainage System, on the Tri-State Tollway (-294) from Milepost 19.0 (north of Roberts Road) to Milepost 39.9 (Balmoral Avenue). The lowest responsible bidder on Contract No. RR-18-4376 is National Power Rodding Corporation in the amount of \$1,143,674.00.

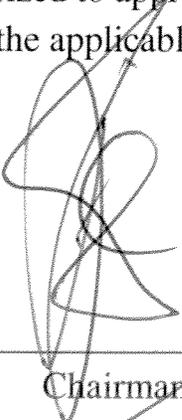
**Resolution**

Contract No. RR-18-4376 is awarded to National Power Rodding Corporation in the amount of \$1,143,674.00, 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. 21534

**Background**

The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-18-4384 for Clean and Televised Drainage System, on the Reagan Memorial Tollway (I-88) from Milepost 117.7 (west of Tollway Plaza 61) to Milepost 123.4 (east of IL 59). The lowest responsible bidder on Contract No. RR-18-4384 is National Power Rodding Corporation in the amount of \$1,306,799.50.

**Resolution**

Contract No. RR-18-4384 is awarded to National Power Rodding Corporation in the amount of \$1,306,799.50, 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. 21535

**Background**

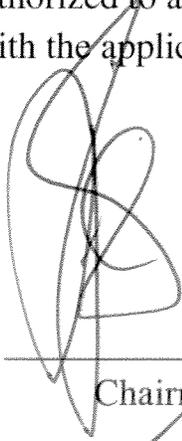
The Illinois State Toll Highway Authority (the "Tollway") advertised for sealed bids on Contract RR-16-4255 for Roadway and Bridge Rehabilitation, on the Veterans Memorial Tollway (I-355) from Milepost 12.1 (I-55) to Milepost 22.3 (Butterfield Road). The lowest responsible bidder on Contract No. RR-16-4255 is K-Five Construction Corporation / Lorig Construction Company (JV) in the amount of \$49,213,891.28.

**Resolution**

Contract No. RR-16-4255 is awarded to K-Five Construction Corporation / Lorig Construction Company (JV) in the amount of \$49,213,891.28, 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 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. 21536

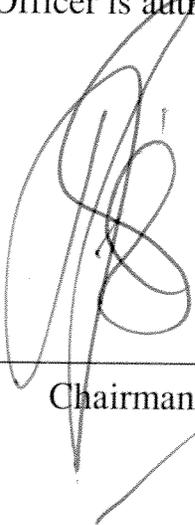
**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services for Roadway and Bridge Reconstruction on the Edens Spur (I-94), Tri-State Tollway (I-294) from Milepost 25.2 (Tri-State Tollway) to Milepost 30.0 (Edens Expressway) on Contract No. RR-16-4275. Thomas Engineering Group, LLC has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$7,001,011.80. 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 Engineering Officer is authorized to negotiate an agreement with Thomas Engineering Group, LLC, to obtain Construction Management Services, for Contract No. RR-16-4275 with an upper limit of compensation not to exceed \$7,001,011.80, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_

  
Chairman

## RESOLUTION NO. 21537

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Construction Management Services Upon Request on the Tri-State Tollway (I-294) on Contract No. I-18-4357. Gonzalez Companies, LLC / J.A. Watts, Inc. (TM) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$5,000,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

**Resolution**

The Chief Engineering Officer is authorized to negotiate an agreement with Gonzalez Companies, LLC / J.A. Watts, Inc. (TM), to obtain Construction Management Services, for Contract No. I-18-4357 with an upper limit of compensation not to exceed \$5,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_



Chairman

## RESOLUTION NO. 21538

**Background**

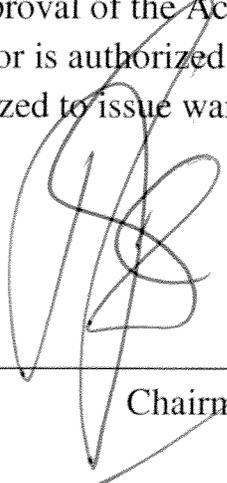
The Illinois State Toll Highway Authority (the "Tollway"), pursuant to Resolution No. 20761 approved July 23, 2015, entered into an Agreement with Bowman, Barrett & Associates, Inc. on Contract RR-14-4222 for Supplemental Design Services, on the Tri-State Tollway (I-294) at Milepost 26.6 (Burlington Northern Santa Fe (BNSF) Railroad Bridge).

Per Tollway request, Bowman, Barrett & Associates, Inc. has submitted a proposal to provide Supplemental Design Services for Contract RR-14-4222, increasing the contract upper limit by \$1,200,503.73, from \$5,690,617.78 to \$6,891,121.51. It is necessary and in the best interest of the Tollway to accept the proposal from Bowman, Barrett & Associates, Inc.

**Resolution**

The Chief Engineering Officer is authorized to negotiate a Supplemental Agreement with Bowman, Barrett & Associates, Inc. consistent with the aforementioned proposal to increase the contract upper limit by \$1,200,503.73, subject to the approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_



Chairman

RESOLUTION NO. 21539

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the “Tollway”) to lease parcel E-8-28C to Gary Hinds, Hinds Farming. The property is located adjacent to I-88 and Route 47, Kane County, IL. Gary Hinds, Hinds Farming intends to use the property for farming purposes for a five (5) year term with an annual rental of \$3,488.89 and to expire on February 28, 2023. The lease may be terminated by either party with 60 days’ advance notice.

**Resolution**

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare a lease between the Illinois State Toll Highway Authority and Gary Hinds, Hinds Farming in substantially the form attached to this Resolution. The Land Acquisition Manager is authorized to execute said Agreement.

Approved by:

  
\_\_\_\_\_  
Chairman

## FOURTH AMENDMENT TO LAND LEASE

THIS FOURTH AMENDMENT TO LAND LEASE (“Fourth Amendment”) is made as of this \_\_\_\_ day of May, 2018, by and between GARY HINDS, HINDS FARMING, 1607 Holiday Drive, Sandwich, Illinois 60548 (“Lessee”), and THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“Lessor”).

WHEREAS, Lessor and Lessee entered into a five (5) year Land Lease (“Lease”) dated March 26, 1998, for the lease of approximately 15.8 acres of land (“Leased Property”), as described in the Lease; and

WHEREAS, the Lessee owns the property contiguous to the Leased Property and uses the Leased Property for farming purposes; and

WHEREAS, in 2003, the Lessee and Lessor extended the Lease an additional five years, or until February 28, 2008 (First Amendment); and

WHEREAS, in 2008, the Lessee and the Lessor extended the Lease an additional five years, or until February 28, 2013 (Second Amendment);

WHEREAS, in 2013, the Lessee and the Lessor extended the Lease an additional five years, or until February 28, 2018 (Third Amendment);

WHEREAS, Lessor and Lessee desire to extend the Lease an additional five years or until February 28, 2023 (Fourth Amendment);

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, Lessor and Lessee hereby agree as follows:

1. Lease Term. The term of the Lease shall be extended from the current expiration date of February 28, 2018 to February 28, 2023 (“Extension Term”).
2. Rent. The annual rent during the Extension Term shall be \$3,488.89. A licensed real estate appraiser has determined that the aforementioned rental value meets or exceeds the fair market rental values for similar farming property located in this vicinity.
3. Renewal Terms of Lease. Except as amended herein, all other terms and covenants of the Lease and its subsequent amendments and extensions shall be incorporated herein and remain in full force and effect.
4. Assignment. This Lease may not be assigned or sublet without the advance written consent of the Tollway.

5. Encumbrances. The Leased Property may not be mortgaged, encumbered, assigned or otherwise transferred, in whole or in part.
6. Indemnification. Lessee agrees to assume all responsibility for and indemnify and hold harmless the Tollway, its employees, agents, and contractors "Tollway" against any loss, damage, cost, fee or expense which the Tollway may incur or suffer, or for which it might become liable, growing out of an injury to or death of persons or loss or damage resulting from this Lease or the Leased Property. The Lessee shall defend the Tollway and save and hold them harmless from all expenses, counsel fees, costs, damages, losses, liabilities growing out of, pertaining to, or connected with the Lessees use of the Leased Property.
7. Taxes. In the event any real estate or other taxes or assessments of any type are levied or assessed against any or all of the Leased Property, the Lessee shall promptly and timely pay any and all sums due.
8. Toxic Waste. Lessee will remediate, in accordance with the Federal and Illinois Law & Environmental Protection Agency requirements, any spillage of contaminants on the Leased Property caused by Lessee.
9. Cancellation. Either party may terminate or cancel this Lease by providing the other party with written notice of cancellation ninety (90) advance notice. However, if crops have been planted, the termination date may not occur before the Lessee has had an opportunity to harvest its crops at the end of the growing season. Upon termination or cancellation, the Lessee shall restore and return the Leased Property in the same or better condition than what was delivered to the Lessee at the beginning of the Lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Third Amendment as of the day and year first above written.

LESSEE

LESSOR

GARY HINDS, HINDS FARMING

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST

ATTEST

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21540  
AMENDING RESOLUTION NO. 21453

**Background**

Resolutions 19584, 21069 and 21451 authorized acquisition of needed parcels and expenditures up to \$115,000,000.00 for any and all land acquisition fees and costs needed for the Tri-State Tollway Project, Project No. RR-11-4010. Resolution 21453, as preceded by Resolutions 21428, 21408, 21346, 21304, 21095, 20942 and 20771 identified specific parcels that were required for Tollway purposes. Resolution 21453 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Tri-State Tollway Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1<sup>st</sup> Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21453, identifies additional parcels and satisfies this requirement.

**Resolution**

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with authorized employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$115,000,000.00 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, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

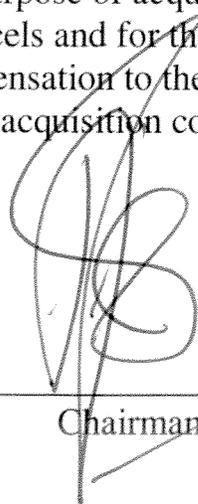
RESOLUTION NO. 21540  
AMENDING RESOLUTION NO. 21453

**Resolution – Continued**

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

The Executive Director, or the Chief Operating Officer and/or the Land Acquisition Manager, subject to form and constitutionality approval of the Acting General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$115,000,000.00.

Approved by: \_\_\_\_\_



Chairman

04/26/18

6.4/14

RESOLUTION NO. 21540  
AMENDING RESOLUTION NO. 21453

**Resolution – Continued- Exhibit ‘A’**

**PROJECT: RR-11-4010- IDENTIFICATION OF PARCELS**

**TRI-STATE TOLLWAY**

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

**PREVIOUSLY IDENTIFIED PARCELS**

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-7-15-001	12-21-100-015, 12-21-100-016, 12-21-100-017 12-21-100-018, 12-21-100-019	Cook
TW-7-15-002	12-21-100-011	Cook
TW-7-15-003	12-20-301-034	Cook
TW-7-15-004	12-20-300-054, 12-20-300-055	Cook
TW-5-16-001	18-19-301-004, 18-19-301-005	Cook
TW-3A-16-001	18-34-105-021	Cook
TW-3B-16-001	18-29-100-020	Cook
TW-3B-16-006	18-28-300-067, 18-28-400-012	Cook
TW-7-16-005	12-30-100-009, 12-30-100-011 12-30-100-024, 12-30-100-025	Cook
TW-7-16-006	12-30-100-019	Cook
TW-7-16-007	12-30-100-020	Cook
TW-7-16-008	12-30-100-021	Cook
TW-7-16-009	12-30-102-001, 12-19-300-020	Cook
TW-7-16-001	03-06-204-002	DuPage
TW-7-16-011	12-19-400-111	Cook
TW-7-16-012	12-19-400-123	Cook
TW-7-16-013	12-19-400-157	Cook
TW-7-16-014	12-19-400-156	Cook
TW-7-16-015	12-19-400-069	Cook
TW-7-16-016	12-19-400-125	Cook
TW-7-16-017	12-19-400-087	Cook
TW-7-16-018	12-19-400-107	Cook

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

**PREVIOUSLY IDENTIFIED PARCELS**

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-7-16-901	PART OF GARNET DRIVE (FORMERLY INLAND DRIVE) IN J.L.W. I.C.C. INDUSTRIAL CENTER, BEING A SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30 AND THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN	Cook
TW-3B-16-002	18-27-500-003, 18-28-501-001, 18-33-501-001	Cook
TW-3B-16-003	18-33-102-002, 18-33-201-003, 18-32-402-010 18-33-301-002, 18-27-300-008, 18-28-401-008	Cook
TW-3B-16-004	18-27-300-006, 18-28-401-002, 18-28-401-004 18-28-401-009, 18-28-401-010, 18-32-402-003 18-33-102-001, 18-33-201-001, 18-33-201-002 18-33-201-004, 18-33-301-001	Cook
TW-3B-16-005	18-28-400-011, 18-28-300-047, 18-28-500-004 18-28-200-028, 18-28-200-033	Cook
TW-3B-16-007	THAT PART OF THE EXISTING SANTA FE DRIVE RIGHT OF WAY IN THE PLAT OF DEDICATION FOR SAID RIGHT OF WAY, BEING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1976 AS DOCUMENT NUMBER 23687489	Cook
TW-3B-16-008	18-28-300-043	Cook
TW-3B-16-009	18-28-300-056, 18-28-300-042, 18-28-103-030	Cook
TW-3B-16-010	18-28-103-007, 18-28-103-008, 18-28-300-012 18-28-300-013, 18-28-300-017, 18-28-300-018 18-28-300-019, 18-28-300-022, 18-28-300-023	Cook
TW-3B-16-011	18-28-502-028	Cook
TW-3B-16-012	18-28-300-068, 18-28-400-013	Cook
TW-3B-16-013	18-28-200-032, 18-28-200-035, 18-28-200-036	Cook
TW-3B-16-014	18-28-300-041	Cook
TW-3B-16-015	18-28-103-029, 18-28-200-018, 18-28-103-032	Cook
TW-3B-16-016	18-28-103-001, 18-28-103-020, 18-28-103-034	Cook
TW-3A-16-003	18-34-104-028	Cook

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

**PREVIOUSLY IDENTIFIED PARCELS**

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-3A-16-004	18-34-105-020	Cook
TW-3A-16-005	THAT PART OF RUST TRAIL AS ESTABLISHED BY THE PLAT OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1948 AS DOCUMENT NUMBER 14310191	Cook
TW-3A-16-006	18-34-104-014	Cook
TW-3A-16-008	18-34-102-004	Cook
TW-3A-16-009	18-34-102-003	Cook
TW-3A-16-010	18-34-102-002	Cook
TW-3A-16-011	18-34-102-011	Cook

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

**ADDED IDENTIFIED PARCELS**

<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
TW-3A-16-007	18-34-105-001 & Rust Rail and Louis Drive	Cook
TW-5-16-067	18-06-321-003, 18-06-413-002, 18-06-413-001, 18-06-414-001, 18-06-419-031, 18-06-419-032, 18-06-419-016, 18-06-419-017, 18-06-419-018, 18-06-419-019, 18-06-420-020, 18-06-419-021, 18-06-419-022, 18-06-419-023, 18-06-419-024, 18-06-419-025, 18-06-419-026, 18-06-419-027, 18-06-419-028, 18-06-419-029, 18-06-419-030, 18-06-413-003	Cook
TW-5-16-068	18-06-319-013, 18-06-320-001, 18-06-317-006, 18-06-317-008, 18-06-320-008, 18-06-320-012, 18-06-320-014, 18-06-320-015, 18-06-320-017, 18-06-320-016, 18-06-320-007, 18-06-321-002	Cook
TW-5-16-070	18-06-318-032	Cook
TW-6B-16-005	15-07-101-016	Cook
TW-7-16-062	12-16-115-032	Cook
TW-7-16-063	12-16-114-036	Cook
TW-7-16-064	12-16-114-037	Cook
TW-7-16-065	12-16-114-032	Cook
TW-7-16-066	12-16-113-021	Cook

RESOLUTION NO. 21541  
AMENDING RESOLUTION NO. 21429

**Background**

Resolutions 20894, 20227, 19882, and 19584, authorized acquisition of needed parcels and expenditures up to \$360,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 21429, as preceded by Resolutions 21305, 21209, 21171, 21159, 21094, 21048, 21027, 21002, 20976, 20941, 20863, 20836, 20772, 20712, 20652, 20586, 20493, 20445, 20395, 20368, 20340, 20317, 20273, 20191, 20157, 20130, 20086, 20048, 20018 and 19986 identified specific parcels that were required for Tollway purposes. Resolution 21429 must be further amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1<sup>st</sup> Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution, amending Resolution 21429, identifies additional parcels and satisfies this requirement.

**Resolution**

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

RESOLUTION NO. 21541  
AMENDING RESOLUTION NO. 21429

**Resolution – Continued**

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

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

The Executive Director, or the Chief Operating Officer and/or the Land Acquisition Manager, subject to form and constitutionality approval of the Acting General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief Financial Officer is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to 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

04/26/18

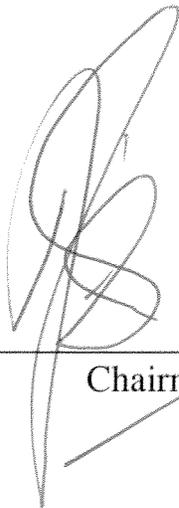
6.4/15

RESOLUTION NO. 21541  
AMENDING RESOLUTION NO. 21429

**Resolution – Continued**

the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$360,000,000.00.

Approved by:



Chairman

04/26/18

6.4/15

RESOLUTION NO. 21541  
AMENDING RESOLUTION NO. 21429

**Resolution – Continued- Exhibit ‘A’**

**PROJECT: I-11-4011- IDENTIFICATION OF PARCELS**

**ELMHURST INTERCHANGE AND EOWA**

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

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

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

**PARCEL NUMBER**

**COOK COUNTY PIN NUMBER/OR DESCRIPTION**

NW-7A-12-051

08-24-302-023

NW-7A-12-055

08-26-201-027

NW-7A-12-058

08-26-201-009

NW-7A-12-059

08-26-201-008

NW-7A-12-060

08-26-201-006 & 08-26-201-007

NW-7A-12-064

08-23-402-009

NW-7A-12-900

That part of Landmeier Road, as dedicated per the Plat of O'Hare International Center for Business located in the east half of the southeast quarter of section 25, township 41 north, range 11

NW-7A-12-005

08-25-102-011, 08-25-102-016  
08-25-102-018, 08-25-103-005

NW-7A-12-033

08-26-201-031

NW-7A-12-025

08-26-200-016, 08-26-200-017, 08-26-201-023

NW-7A-12-032

08-26-201-015 & 08-26-201-025

NW-7A-12-071

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, 1333.39 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 48 MINUTES 52 SECONDS EAST, ON SAID SOUTH LINE, 65.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON A LINE 65.00 FEET PERPENDICULARLY SAID DISTANT FROM AND PARALLEL WITH SAID WEST LINE, 24.96 FEET TO THE NORTH LINE OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 58 SECONDS WEST, ON SAID NORTH LINE, 65.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST, ON SAID WEST LINE, 25.13 FEET TO THE POINT OF BEGINNING

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

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

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

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

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

**Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED**

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

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

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

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

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

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

Elgin O'Hare Western Access      PREVIOUSLY IDENTIFIED

<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 I-11-4011**  
**Elmhurst Road**  
**Elgin O'Hare Western Access**

Elgin O'Hare Western Access      PREVIOUSLY IDENTIFIED

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

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

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

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

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
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	03-13-403-002, 03-13-406-001,	DuPage
EO-1B-12-031	03-04-406-029, 03-04-406-030	DuPage
EO-1B-12-189	03-04-406-028	DuPage
EO-1B-12-928	THAT PART OF THOMAS DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 8, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1987-006314 ON JANUARY 14, 1987 IN DUPAGE COUNTY, ILLINOIS	DuPage
WA-1D-12-004	12-19-400-078	Cook

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

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
WA-1D-12-009	12-19-400-019, 12-19-400-063	Cook
WA-1D-12-046	03-13-509-003	DuPage
WA-1D-12-066	12-19-200-002, 12-18-501-001, 12-18-400-015-6001, 12-18-400-019, 12-18-201-015, 12-20-100-028	Cook
WA-2D-12-191	03-12-509-001	DuPage
EO-1B-12-051	03-03-403-013	DuPage
TW-7-12-003	12-31-301-019	Cook
TW-7-12-026	03-36-206-040	DuPage
WA-1D-12-044	03-13-504-012	DuPage
WA-1D-12-068	12-18-400-014, 12-18-500-006	Cook
EO-1B-12-130	03-02-303-013	DuPage
NW-7A-12-088	08-36-100-004	Cook
NW-7A-12-089	08-36-100-005, 08-36-100-009	Cook
NW-7A-12-090	08-36-100-006	Cook
NW-7A-12-091	08-36-100-011	Cook
NW-7A-12-092	08-36-100-012	Cook
NW-7A-12-093	08-36-100-013	Cook
NW-7A-12-094	08-36-100-016	Cook
NW-7A-12-095	08-36-100-019	Cook
NW-7A-12-096	08-36-101-008	Cook
NW-7A-12-097	08-36-101-029, 08-36-101-030	Cook
NW-7A-12-100	08-36-101-023, 08-36-101-024, 08-36-101-028	Cook
NW-7A-12-102	08-36-102-002, 08-36-102-028, 08-36-102-029 08-36-102-030, 08-36-102-036, 08-36-102-037	Cook
NW-7A-12-103	08-36-102-027	Cook

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

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
NW-7A-12-105	08-36-102-022, 08-36-102-033, 08-36-102-034 08-36-102-035, 08-36-102-042	Cook
NW-7A-12-110	08-36-100-008	Cook
NW-7A-12-112	08-36-100-019	Cook
TW-7-12-004	12-31-301-028	Cook
TW-7-12-040	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-902	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	Cook
TW-7-12-903	A STRIP OF LAND BETWEEN THE EAST RIGHT OF WAY LINE OF COUNTY LINE ROAD/MT. PROSPECT ROAD AND THE WEST RIGHT OF WAY LINE OF I-294	DuPage
WA-3D-12-064	08-25-301-006	Cook
WA-3D-12-065	08-25-301-007, 08-25-301-007, 08-25-301-008 08-25-301-009, 08-25-301-010, 08-25-301-011	Cook
NW-7A-12-017	08-26-411-002	Cook
NW-7A-12-073	08-25-301-005	Cook
NW-7A-12-076	08-26-409-007, 08-26-409-008 08-26-409-009, 08-26-409-017	Cook
NW-7A-12-081	08-26-410-002, 08-35-201-003	Cook
NW-7A-12-082	08-26-411-003, 08-26-411-005	Cook
NW-7A-12-084	08-26-411-018	Cook
NW-7A-12-085	08-35-201-009	Cook
NW-7A-12-086	08-35-203-016, 08-35-203-019	Cook
NW-7A-12-099	08-36-101-027	Cook
NW-7A-12-111	08-26-410-001	Cook
NW-7A-12-113	08-35-201-012, 08-26-410-006	Cook

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

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
WA-3D-12-054	08-36-201-011	Cook
WA-3D-12-079	09-30-300-051	Cook
WA-3D-12-080	09-30-300-050, 09-03-300-060	Cook
WA-3D-12-081	09-30-300-059	Cook
WA-1D-12-062	12-19-100-035, 12-19-100-001	Cook
TW-7-12-031	12-30-100-016-6001, 12-30-100-016-6002	Cook
WA-1D-12-001	12-19-500-006, 12-19-500-008	Cook
WA-1D-12-074	12-19-500-004, 12-18-500-006	Cook
WA-1D-12-081	12-18-300-012, 12-18-300-056 12-18-300-064, 12-18-300-065 12-18-300-066, 12-18-300-060, 12-18-300-044	Cook
WA-1D-12-092	03-13-510-001	DuPage
WA-2D-12-184	03-12-505-004, 03-01-505-004, 03-12-510-001	DuPage
WA-2D-12-216	03-12-100-002, 03-13-100-017, 03-13-100-021, 03-13-100-022 03-13-100-023, 03-13-100-024, 03-13-100-031 03-13-100-032 03-13-100-033, 03-13-100-037, 03-13-100-038, 03-13-100-040 03-13-100-041, 03-13-100-043, 03-13-100-042, 03-13-100-046 03-13-100-047, 03-13-100-039, 03-13-100-045, 03-13-100-048 03-12-510-001, 03-13-510-001, 03-13-100-009, 03-13-100-010	DuPage
WA-2D-12-218	03-01-504-001 08-36-500-021	DuPage Cook
WA-3D-12-002	08-36-300-007	Cook
WA-1D-12-022	03-24-201-013, 03-24-201-014	DuPage
WA-1D-15-001	12-19-100-036	Cook
WA-2D-12-195	03-01-509-001, 03-01-509-002, 03-01-100-003	DuPage
WA-3D-12-003	08-36-300-009, 08-36-300-012, 08-36-300-013	Cook
WA-3D-12-006	08-36-300-010	Cook
WA-3D-16-001	09-31-100-004	Cook

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

<b>Elgin O'Hare Western Access</b>	<b>PREVIOUSLY IDENTIFIED</b>	
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
WA-1D-12-023	03-24-201-019	DuPage
WA-1D-12-024	03-24-201-020	DuPage
WA-1D-12-025	03-24-201-006, 03-24-201-015	DuPage
WA-1D-12-027	12-19-100-066	Cook
WA-1D-12-028	12-19-100-065	Cook
WA-1D-12-029	12-19-100-084	Cook
WA-1D-12-030	12-19-100-083	Cook
WA-1D-12-032	12-19-100-096	Cook
WA-1D-12-033	12-19-100-112- 1001, 12-19-100-112- 1002 12-19-100-112- 1003, 12-19-100-112- 1004 12-19-100-112- 1005, 12-19-100-112- 1006	Cook
WA-1D-12-034	12-19-100-038	Cook
WA-1D-12-035	12-19-100-019	Cook
WA-1D-12-037	12-19-100-026	Cook
WA-1D-12-109	12-19-100-078	Cook
WA-1D-12-038	12-19-100-028	Cook
WA-3D-12-011	08-36-102-046, 08-300-011	Cook
WA-3D-16-900	THAT PART OF NORTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF HIGGINS ROAD	Cook
WA-3D-12-900	08-36-102-045	Cook
EO-1B-15-001	03-09-100-019, 03-34-302-012	DuPage
NW-7A-16-001	08-35-202-045	Cook
WA-2D-16-001	03-01-100-003	DuPage
WA-3D-12-008	08-36-102-010, 08-36-102-011,	Cook
WA-1D-15-002	12-19-400-148, 12-19-400-149	Cook

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

**Elgin O'Hare Western Access      PREVIOUSLY IDENTIFIED**

<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
WA-2D-16-005	03-11-404-004, 03-11-404-022, 03-11-404-025	DuPage
WA-3D-12-012	08-36-101-012 08-36-102-012, 08-36-102-04	Cook
EO-1B-12-938	THAT PART OF THE NORTH 50 FEET OF LOTS 23 AND 24 IN ADDISON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NUMBER 14, RECORDED JULY 15, 1946 AS DOCUMENT NUMBER 502063; PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN	DuPage

**Elgin O'Hare Western Access      ADDED IDENTIFIED PARCELS**

<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
TW-7-12-036	15-06-100-034	Cook
WA-1D-12-039	12-19-100-031, 12-19-100-043	Cook
WA-1D-12-901	12-19-100-037	Cook
WA-3D-12-085	08-25-500-001, 08-36-500-002	Cook

RESOLUTION NO. 21542

**Background**

The Illinois State Toll Highway Authority (the “Tollway”) filed an eminent domain action to acquire property located near I-57 and I-294. See ISTHA v. Jorge Coreas et al., 12 L 051616. The Tollway’s improvement required the agency to take some of the property owners’ limited parking spaces. In effort to minimize the impacts to the property owners and as part of the Final Judgment Order, the Tollway agreed to convey a contiguous excess parcel, TW-1C-10-100.EX (the “Parcel”) to the property owners. The Parcel has been declared excess by the Tollway’s Excess Property Committee and will be used by the property owners to accommodate replacement parking spaces.

**Resolution**

The transfer of Parcel TW-1C-10-100.EX to Jorge Coreas and the property owners is hereby approved. The Land Acquisition Manager and the Acting General Counsel are authorized to prepare all documents necessary to convey the Parcel and any improvements located thereon to Jorge Coreas and the other property owners and the Chairman or the Executive Director is authorized to execute any and all documents necessary to transfer said property.

Approved by:



\_\_\_\_\_

Chairman

## RESOLUTION NO. 21543

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Federal Aviation Administration ("FAA"). As part of the improvements to the Elgin O'Hare Western Access ("EOWA"), and construction of I-490, it is necessary for the Illinois Tollway to provide funding to the FAA for engineering reviews, construction oversight, and permitting for multiple EOWA construction contracts that impact FAA facilities along the western side of O'Hare Airport, including runway protection and modification, Approach Light System with Sequences Flashing Lights, Low Level Wind Shear Alert System, and Airport Surface Detection Equipment, Model X facilities. The term of this Agreement is five (5) years, and the Illinois Tollway agrees to prepay the estimated cost of \$1,385,082.64 and will be reimbursed at the end of the term of any balance greater than \$1.00.

**Resolution**

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

Approved by: \_\_\_\_\_

Chairman

**NON-FEDERAL REIMBURSABLE AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**AND**

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

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

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

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

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

**ARTICLE 1. Parties**

The Parties to this Agreement are the FAA and Illinois State Toll Highway Authority.

**ARTICLE 2. Type of Agreement**

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

**ARTICLE 3. Scope**

- A. The purpose of this Agreement between the FAA and the Sponsor is to document responsibilities and funding for FAA engineering reviews, construction oversight, and permitting required for multiple Sponsor construction contracts that impact FAA facilities along the western side of O'Hare International Airport, including Approach Light System with Sequences Flashing Lights ("ALSF-2"), Low Level Wind Shear

Alert System (LLWAS), and Airport Surface Detection Equipment, Model X (“ASDE-X”) facilities. The Sponsor is implementing design and construction of the Elgin O’Hare Western Access (“EOWA”) Project, which includes construction of the I-490 toll highway and associated features along the west side of the airport, connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294). The EOWA Project improvements are included as part of multiple construction contracts. The intention of this Agreement is to capture the remaining FAA involvement required as part of the EOWA Project. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**Engineering and Construction Oversight for the Elgin O’Hare Western Access  
Project impacting O’Hare International Airport**

- B. The FAA will perform the following activities:
1. Provide technical services and consultation.
  2. Meet with the Sponsor as required, to coordinate and discuss project planning and engineering.
  3. Conduct site visits as part of preliminary engineering analysis.
  4. Provide cost estimates and assistance in project and schedule planning.
  5. Provide preliminary design reviews on plans and specifications that change as part of construction field orders after the contract award period.
  6. FAA will conduct the required environmental analysis in the form of the Environmental Due Diligence Audit (EDDA) documentation for the FAA Facilities and Equipment (F&E) facilities with real property transaction(s) that are associated with this project. FAA will be responsible for performing the acquisition EDDA for the new facilities to ensure they meet FAA requirements. The Sponsor will provide any existing documentation and records it currently has available regarding the proposed parcel, which the acquisition EDDA will be based upon. Any additional necessary information to provide a complete record will be the responsibility of the FAA to obtain. No EDDA will be necessary for existing ALSF Systems to be relocated within the existing FAA lease area for the ALSF, which is congruent to the ALSF Lightplane boundary; the EDDA was already provided/analyzed for the lightplane area as part of the initial system commissioning.
  7. Coordinate with the Airport Sponsor in order to ensure the National Environmental Policy Act (NEPA) documentation for the project incorporates associated FAA F&E actions; also ensure NEPA documentation meets FAA requirements and approvals.
  8. Evaluate impacts to FAA equipment, as required.
  9. Utilize Sponsor Design Documentation to Develop drawings and specifications for FAA Resident Engineer oversight of Sponsor construction activities and for FAA electronics installation activities.

10. FAA will review the design plans and specifications prepared by the Sponsor at 60%, 90% and 100% completion. The Engineering Design reviews being referenced that are submitted prior to May 31, 2018 will be performed under the existing active Agreement (AJW-FN-CSA-13-C136 executed June 24, 2013) for design consultation, which covers review up to the contract award.
11. Review the red-line and as-built drawings by the Sponsor's contractor.
12. When the Sponsor completes the site and facility construction, FAA to perform Contractor Acceptance Inspection (CAI) and create a punchlist necessary for project acceptance in a timely manner; punchlist will be transmitted to Sponsor within a timeframe no longer than 4 working days from completion of CAI. Upon Sponsor completion of necessary punchlist work, FAA will complete CAI acceptance (no longer than 5 working days from completion of punchlist items).
13. When the Tollway completes the site and facility construction, FAA will facilitate a successful system commissioning for restoration of ALSF or other NAVAID service in a timely manner. FAA will begin commissioning activities in a timeframe no longer than 5 working days from CAI acceptance. FAA will complete commissioning activities, including all necessary documentation, and schedule restoration flightcheck(s), in a timeframe no longer than 30 working days from CAI acceptance.
14. Where applicable, FAA will process all necessary internal permits and obtain required approvals including but not limited to completing processes for National Change Proposal (NCP) submittals and Safety Management System (SMS) reviews. Submittals will be made in a timely manner to not encumber the Sponsor's implementation schedule.
15. The scope of work as it relates to FAA facilities requiring engineering design review and construction oversight by the EOWA Project:
  - i. Runway 10L ALSF-2 Protection and Modification**
    - 1. Scope:** The scope includes protection and modification of the Runway 10L ALSF-2 system. Protection of the system is required for a new temporary haul road across the system anticipated to be constructed in 2018. The construction of the I-490 toll highway, anticipated from late 2018 to late 2020, requires modification of the ALSF-2 system. Additional protections of the ALSF-2 stations will be implemented, as necessary, during adjacent roadway and utility construction.
    - 2. Engineering:** The FAA's Engineering Design Review (EDR) of the Sponsor's design is already underway via the existing Agreement for engineering services between the Sponsor and FAA (AJW-FN-CSA-13-C136 executed June 24, 2013).
    - 3. Construction:** FAA to perform construction oversight for the protection and modification of the ALSF-2 stations for Runway 10L.
    - 4. Permitting:** FAA to review Sponsor permit conditions for modified ALSF-2 stations on the Sponsor acquired Permanent Easement from the Chicago Department of Aviation ("CDA") within existing FAA Master

License area. FAA will review proposed changes to ALSF-2 station access resulting from the Sponsor's construction.

5. **Acceptance of Modified ALSF-2 System:** The FAA will schedule work including, but not limited to, FAA certification and flight check, as necessary to commission the modified ALSF-2 system in support of the Sponsor's construction and consistent with the Sponsor's construction schedule.

**ii. Runway 10C ALSF-2 Protection and Modification**

1. **Scope:** The scope includes modification of the Runway 10C ALSF-2 system due to construction of the I-490 toll highway, anticipated from late 2018 to late 2020. Protection of the ALSF-2 stations will be implemented, as necessary, during adjacent roadway and utility construction.
2. **Engineering:** The FAA's Engineering Design Review (EDR) of the Sponsor's design is already underway via the existing Agreement for engineering services between the Sponsor and FAA (AJW-FN-CSA-13-C136 executed June 24, 2013).
3. **Construction:** FAA to perform construction oversight for the protection and modification of the ALSF-2 stations for Runway 10C.
4. **Permitting:** FAA to review Sponsor permit conditions for modified ALSF-2 stations on the Sponsor acquired Permanent Easement from CDA within existing FAA Master License area. FAA will review proposed changes to ALSF-2 station access resulting from the Sponsor's construction.
5. **Acceptance of Relocated ALSF-2 System:** The FAA will schedule work including, but not limited to, FAA certification and flight check, as necessary to commission the modified ALSF-2 system in support of the Sponsor's construction and consistent with the Sponsor's construction schedule.

**iii. Runway 10R ALSF Protection and Modification**

1. **Scope:** The scope includes protection and modification of the Runway 10R ALSF-2 system. Protection of the system is required for an initial roadway alignment across and in the vicinity of the ALSF-2, anticipated to occur in 2019 or 2020. The construction of the I-490 toll highway, anticipated to occur between 2021 and 2023, requires modification of the ALSF-2 system. Additional protections of the ALSF-2 stations will be implemented, as necessary, during adjacent roadway and utility construction.
2. **Engineering:** FAA will perform Engineering Design Review of the Sponsor's design associated with the protections and the modification of ALSF-2 stations for Runway 10R.
3. **Construction:** FAA to perform construction oversight for the protection and modification of ALSF-2 stations for Runway 10R.
4. **Permitting:** FAA to review Sponsor permit conditions for modified ALSF-2 stations on the Sponsor acquired Permanent Easement from CDA within existing FAA Master License area. FAA will review proposed

changes to ALSF-2 station access resulting from the Sponsor's construction.

5. **Acceptance of Relocated ALSF-2 System:** The FAA will schedule work including, but not limited to, FAA certification and flight check, as necessary to commission the modified ALSF-2 system in support of the Sponsor's construction and consistent with the Sponsor's construction schedule.

**iv. LLWAS #20 Site Modification**

1. **Scope:** The relocation of the O'Hare Airport access road and utility services to the existing LLWAS system result in modifications to the existing LLWAS #20. Utility work is anticipated to occur in 2018 and construction is anticipated to occur between 2019 and 2021.
2. **Engineering:** The FAA's Engineering Design Review (EDR) of the Sponsor's design is already underway via the existing Agreement for engineering services between the Sponsor and FAA (AJW-FN-CSA-13-C136 executed June 24, 2013).
3. **Construction:** FAA to perform construction oversight for LLWAS #20 Site modification. The Construction will be performed by Cook County Department of Transportation and Highways ("CCDOH") per a separate agreement between the Sponsor and CCDOH.
4. **Permitting:** FAA to review Sponsor permit conditions for changed conditions to FAA LLWAS #20 including: Sponsor acquired Fee Acquisition from CDA within existing FAA Master License area and proposed changes to site access resulting from the Sponsor's construction.
5. **Acceptance of Modified LLWAS #20:** The FAA will schedule site acceptance including, but not limited to, punchlist creation and documentation intake of as-built conditions.

**v. ASDE-X Remote Unit #13 Relocation**

1. **Scope:** Relocation of the existing ASDE-X Remote Unit (RU) #13 due to site conflicts with construction of the I-490 toll highway. Construction is anticipated to begin in 2020.
2. **Engineering:** The FAA will identify the site to which the ASDE-X RU #13 will be relocated and complete the design up to 60% as part of the existing Agreement for engineering services between the Sponsor and FAA (AJW-FN-CSA-13-C136 executed June 24, 2013). The Sponsor will perform the remaining final design for the relocation including site access, drainage and utility services. Additional design services required as part of this Agreement include FAA Engineering Design Review of the Sponsor's final design.
3. **Construction:** The FAA to perform construction oversight for the ASDE-X Remote Unit #13 Relocation. The Sponsor will perform the site preparation and will procure any high mast poles necessary for the site relocation. The pole will need to meet FAA Standards and vendor requirements in order for the site relocation to be acceptable to the FAA. The FAA will be responsible for removal and relocation of the existing

ASDX-RU #13 electronic equipment to the new site. The existing elements of the ASDX-RU #13 site not proposed to be salvaged by the FAA will be demolished by the Sponsor.

4. **Permitting:** Permitting requirements are dependent upon site chosen for relocation.
5. **Acceptance of Modified ASDE-X Remote Unit #13:** The Sponsor will complete the construction and the FAA will schedule site acceptance including, but not limited to, punchlist creation, Joint Acceptance Inspection (JAI), and documentation intake of as-built conditions.

**vi. Runway 9L ALSF-2 Protection and Modification**

1. **Scope:** The scope includes protection and modification of the Runway 9L ALSF-2 system. Protection of the system is required for construction of a petrochemical pipeline across the system anticipated to be constructed from 2018 to mid-2019. Protection is also required for construction of earthwork in the vicinity and across the ALSF-2, anticipated to occur in mid-2019. The construction of the I-490 toll highway, anticipated from 2021 to 2022, requires modification of the ALSF-2 system. Additional protections of the ALSF-2 stations will be implemented, as necessary, during adjacent roadway and utility construction.
2. **Engineering:** FAA design review for the Sponsor's design for petrochemical pipeline and earthwork construction across and in the vicinity of the ALSF-2 stations for Runway 9L is already underway via existing Agreement for engineering services between the Sponsor and FAA (AJW-FN-CSA-13-C136 executed June 24, 2013). As part of this Agreement, FAA will perform engineering design review of Sponsor's design associated with the additional protections and relocation of ALSF-2 stations for Runway 9L.
3. **Construction:** FAA to perform construction oversight for the ALSF protection while the petrochemical and earthwork construction is advanced across and in the vicinity of the existing ALSF system. The FAA will also perform construction oversight for the modification of ALSF-2 stations for Runways 9L.
4. **Permitting:** FAA to review Sponsor permit conditions for modified ALSF-2 stations on the Sponsor acquired Permanent Easement from CDA within existing FAA Master License area. FAA will review proposed changes to ALSF-2 station access resulting from the Sponsor's construction.
5. **Acceptance of Relocated ALSF-2 System:** The FAA will schedule work including, but not limited to, FAA certification and flight check, as necessary to commission the modified ALSF-2 system in support of the Sponsor's construction and consistent with the Sponsor's construction schedule.

**vii. Runway 9C ALSF-2 Protection**

1. **Scope:** The installation of the future Runway 9C ALSF-2 stations is being covered by a separate reimbursable agreement. In this location, the

Sponsor construction of I-490 is anticipated to occur from 2020 to 2022, at which time the 9C ALSF-2 system will be an existing condition. The Sponsor will include protection of the “existing” ALSF-2 stations for Runway 9C. Additional protection of the ALSF-2 stations will be required and implemented, as necessary, during adjacent roadway and utility construction.

- 2. Engineering:** FAA will perform engineering design review associated with Sponsor’s design of protection for Runway 9C ALSF-2 stations.
- 3. Construction:** FAA to perform construction oversight for the protection of the ALSF-2 stations for Runway 9C.
- 4. Permitting:** FAA to review Sponsor permit conditions for changed conditions to 9C ALSF including Sponsor acquired Permanent Easement from CDA at FAA Master License area and proposed changes to site access resulting from the Sponsor’s construction.
- 5. Acceptance of ALSF-2 System Protection:** If necessary, FAA will schedule site acceptance including, but not limited to, punchlist creation and documentation intake of as-built conditions.

**viii. Extended Runway 9R ALSF Protection**

- 1. Scope:** As part of potential work being covered under a separate reimbursable agreement, the installation of the future Runway 9R ALSF-2 stations may be completed by a separate reimbursable agreement in advance or concurrent to the Sponsor construction. The Sponsor construction of I-490 in this location is anticipated to occur from 2019 to 2022. If the extended 9R ALSF system is an existing condition, the Sponsor will include protection of the “existing” ALSF-2 stations for Runway 9R. Additional protection of the ALSF-2 stations will be required and implemented, as necessary, during adjacent roadway and utility construction.
- 2. Engineering:** FAA will perform engineering design review associated with the protection of ALSF-2 stations for Runway 9R.
- 3. Construction:** FAA to perform construction oversight for the protection of the ALSF-2 stations for Runway 9R.
- 4. Permitting:** If necessary due to phasing, FAA will review Sponsor permit conditions for 9R ALSF including Sponsor acquired Permanent Easement from CDA at FAA Master License area and proposed changes to site access resulting from the Sponsor’s construction.
- 5. Acceptance of ALSF-2 System Protection:** If necessary, FAA will schedule site acceptance including, but not limited to, punchlist creation and documentation intake of as-built conditions.

**C. The Sponsor will perform the following activities:**

1. Provide funding for all activities in this Agreement.
2. Be responsible for facilitating, documenting, and mitigating issues as identified by the FAA in a timely manner.

3. Provide the FAA detailed information (exhibits, diagrams, drawings, photographs, plans, elevations, coordinates, and heights) for all proposed, planned or related projects on the airport.
4. Provide to the FAA copies of any environmental documents when requested by the FAA. The Sponsor will provide any existing documentation and records it currently has available regarding the proposed parcel, which the EDDAs will be based upon. FAA will be responsible for performing the EDDAs.
5. Design and construct site preparation and protection for NAVAID and ALSF systems as defined in Article 3.B.
6. Provide to the FAA the proposed schedule for the engineering and construction phases of the project within 30 days of the start of each of the Sponsor's projects described herein. Additionally, the following delineated tasks shall be updated every three months or as engineering and/or construction schedule changes:
  - Start date of the project's engineering design
  - Completion date of the project's engineering design
  - Date Sponsor's construction project is submitted to the public for bid
  - Award date and entity awarded construction of Sponsor's project
  - Date construction of Sponsor's project is to start
  - Date construction of Sponsor's project is to be completed
7. Submit an obstruction evaluation for an obstruction determination. Requirements are set forth in Advisory Circular 70-7460-2K, Proposed Construction or Alteration of Objects that May Affect Navigable Airspace, 03/01/2000.
8. Provide three (3) sets of "as-built" drawings in "D" size and one set in electronic file format using the Microstation format, including pertinent library files.
9. Complete NEPA requirements per FAA NEPA Order.
10. Prior to the commencement of any construction, if applicable, Sponsor must grant necessary land rights and enter into a no-cost land permit with FAA for identified relocated facility for a 20-year term. The land rights granted are to include, but not limited to essential land sites, associated access road and cable routes from utility service points.
11. Each party has responsibilities to remediate identified hazardous substance contamination consistent with the planned unmanned site description and limited use of the site for maintenance purposes only. Any potential remediation is dependent upon contamination type and will be limited to the level required by FAA policy for use of the site. The no-cost land permit shall identify any known existing releases and such remediation as defined in provisions below.
  - The Sponsor agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the permitted premises, which are not directly attributable to the installation, operation and /or maintenance of the Runways 10L and 10C ALSF stations.
12. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant

taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.

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

#### **ARTICLE 4. Points of Contact**

##### **A. FAA:**

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

##### **B. Sponsor:**

Illinois State Toll Highway Authority  
Attn: Manar Nashif, Senior Project Engineer  
2700 Ogden Avenue  
Downers Grove, Illinois, 60515  
(630) 241-6800 Extension 3841  
E-mail: mnashif@getipass.com

#### **ARTICLE 5. Non-Interference with Operations**

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations,

replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

#### **ARTICLE 6. Property Transfer**

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge that the FAA has accepted the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA, and that the subject transfer to FAA is in the best interest of both the Sponsor and FAA.

In order to ensure that both FAA and the Sponsor have complete and accurate documentation of all property transferred to FAA and subject to this Agreement, the transfer of ownership of such real and personal property to the FAA shall be supported and memorialized by FAA's and the Sponsor's execution of Attachment A (Sponsor Cost and Transfer Certification Form) within ninety (90) calendar days from the date of project completion. The Sponsor will provide a line item property listing in tabular format including costs, as set forth in Attachment A, consisting of all real and personal property that is included in the Project. The cost data for each item will be supported by documentary evidence of reasonable cost and ownership, including, for example, the original invoice or billing statement, bill of lading, a copy of the construction contract, and verification of the contract acceptance date. At FAA's request, all supporting cost documentation shall be made available by the Sponsor within 5 workdays of the request. The FAA shall retain the original copy of Attachment A. A complete copy of Attachment A will be provided to the sponsor upon request.

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

**ARTICLE 7. Estimated Costs**

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

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
<b>Labor</b>	
Plants Engineering WB4020, WB4050	\$220,000.00
Electronics Engineering WB4020	\$60,000.00
EOSH Engineering Support WB4030	\$50,000.00
Drafting WB4020	\$10,000.00
Resident Engineer (RE) WB4020, WB4050	\$400,000.00
Labor Subtotal	\$740,000.00
Labor Overhead	\$110,082.64
<b>Total Labor</b>	<b>\$850,082.64</b>
<b>Non-Labor</b>	
Construction Oversight (WB4050) (Sponsor Site Preparation)	\$400,000.00
Environmental/EOSH Engineering Support WB4030	\$50,000.00
Flight Check	\$50,000.00
Non-Labor Subtotal	\$500,000.00
Non-Labor Overhead	\$35,000.00
<b>Total Non-Labor</b>	<b>\$535,000.00</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$1,385,082.64</b>

**ARTICLE 8. Period of Agreement and Effective Date**

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. This Agreement will not extend more than five years beyond its effective date.

**ARTICLE 9. Reimbursement and Accounting Arrangements**

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

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

The mailing address is:

FAA Mike Monroney Aeronautical Center  
Attn: AMK-322, Reimbursable Receipt Team  
P.O. Box 25770  
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center  
Attn: AMK-322, Reimbursable Receipt Team  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169  
Telephone: 405-954-3771

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

Illinois State Toll Highway Authority  
Attn: Manar Nashif, Senior Project Engineer  
2700 Ogden Avenue  
Downers Grove, Illinois, 60515  
(630) 241-6800 Extension 3841  
E-mail: mnashif@getipass.com

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse

the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

#### **ARTICLE 10. Changes and Amendments**

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

#### **ARTICLE 11. Termination**

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

#### **ARTICLE 12. Order of Precedence**

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

- A. This Agreement
- B. The attachments

#### **ARTICLE 13. Legal Authority**

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as

the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

#### **ARTICLE 14. Disputes**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

#### **ARTICLE 15. Warranties**

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

#### **ARTICLE 16. Insurance**

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

#### **ARTICLE 17. Limitation of Liability**

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

#### **ARTICLE 18. Civil Rights Act**

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

**ARTICLE 19. Protection of Information**

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

**ARTICLE 20. Security**

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

**ARTICLE 21. Entire Agreement**

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

AGREED:

**FEDERAL AVIATION  
ADMINISTRATION**

**ILLINOIS STATE TOLL HIGHWAY  
AUTHORITY**

SIGNATURE \_\_\_\_\_  
NAME Bradley K. Logan  
TITLE Contracting Officer  
DATE \_\_\_\_\_

SIGNATURE SEE ATTACHMENT  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

EXECUTED BY THE ILLINOIS STATE  
TOLL HIGHWAY AUTHORITY

By: \_\_\_\_\_  
Elizabeth Gorman  
Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Colsch  
Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Elizabeth M.S. Oplawski  
Acting General Counsel

Date: \_\_\_\_\_

Approved as to Form and Constitutionality:

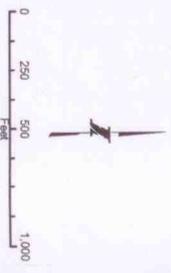
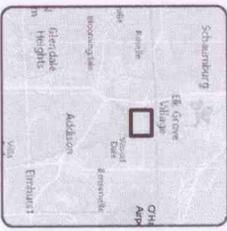
\_\_\_\_\_  
Robert T. Lane  
Senior Assistant Attorney General, State of Illinois



**Elgin O'Hare Western Access**

**LEGEND**

- Project Improvements
- Parcels to be Conveyed from the ILLINOIS TOLLWAY to the TOWNSHIP



**Exhibit A**  
 Elgin O'Hare Western Access  
 Land Conveyance from  
 Illinois Tollway to  
 Addison Township

04/26/18

6.5/2

RESOLUTION NO. 21544

**Background**

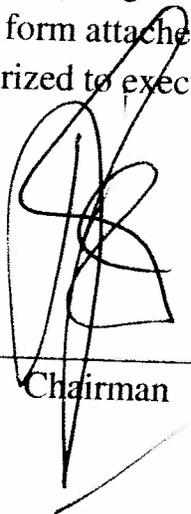
It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the City of Wood Dale ("City") to convey fifteen (15) parcels acquired adjacent to Illinois Route 390 along North Thorndale Avenue, Mittel Boulevard/Mittel Drive, AEC Drive, Bauman Court, Hansen Court, and Lively Boulevard necessary for the construction of the Toll Highway. The parcels are situated within City municipal limits and are being conveyed for City maintenance and jurisdiction.

Pursuant to the Illinois Tollway's Excess Real Property Declaration and Disposal Policy, the Tollway has determined ownership of these parcels will not be necessary for future Toll Highway maintenance, operations or future construction and are considered excess. The Illinois Tollway is retaining permanent easement over three (3) parcels necessary for the operation and maintenance of the Toll Highway.

**Resolution**

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

Approved by: \_\_\_\_\_

  
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE CITY OF WOOD DALE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 the CITY OF WOOD DALE, a municipal corporation of the State of Illinois, hereinafter called the “CITY”, 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, has improved the existing Elgin O’Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Illinois Route 83, known in its entirety as Illinois Route 390, and intends to further extend Illinois Route 390 to O’Hare International Airport (ORD) and construct 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” or “PROJECT”), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as “Toll Highway”); and

WHEREAS, the ILLINOIS TOLLWAY and the CITY are party to separate Intergovernmental Agreements (“IGA’s”) associated with individual PROJECT construction contracts to establish their respective responsibilities for engineering, construction, and maintenance and jurisdiction; and

WHEREAS, the ILLINOIS TOLLWAY has acquired property required for construction of the PROJECT and some of that property is required to be transferred from the ILLINOIS TOLLWAY to the CITY as outlined in this AGREEMENT; and

WHEREAS, the parcels to be transferred in accordance with this AGREEMENT are situated within the CITY municipal limits adjacent to Illinois Route 390 along North Thorndale Avenue from west of Prospect Avenue and from east of the Salt Creek bridge to Mittel Boulevard, Mittel Boulevard/Mittel Drive, AEC Drive, Bauman Court, Hansen Court and Lively Boulevard and the CITY holds jurisdiction of said roadways and their associated appurtenances in their entirety; and

WHEREAS, the purpose of this AGREEMENT is to document the conveyance or transfer of right of way from the ILLINOIS TOLLWAY to the CITY; and

WHEREAS, the ILLINOIS TOLLWAY has acquired property within the CITY limits necessary for the construction of the PROJECT, but said property is not required for the maintenance and operation of the Illinois Route 390 Toll Highway; and

WHEREAS, the ILLINOIS TOLLWAY is desirous of transferring parcels at North Thorndale Avenue from east of Prospect Avenue and from east of the Salt Creek bridge to Mittel Boulevard, Mittel Boulevard/Mittel Drive, AEC Drive, Bauman Court, Hansen Court and Lively Boulevard to the CITY for the CITY's ultimate maintenance and jurisdiction; and

WHEREAS, as part of a separate AGREEMENT between the ILLINOIS TOLLWAY and the CITY for ILLINOIS TOLLWAY Contract I-13-4630, the PARTIES agreed to the intent to transfer right of way required for the reconfiguration of Lively Boulevard as part of the PROJECT from the ILLINOIS TOLLWAY to the CITY and compensation for said transfer is included as part of the separate AGREEMENT; and

WHEREAS, there are existing utilities located on the parcels to be transferred from the ILLINOIS TOLLWAY to the CITY; and

WHEREAS, this AGREEMENT shall be known, for recording purposes, as #002018-06; 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 CITY by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the above stated recitals, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the PARTIES hereto, the PARTIES covenant, agree and bind themselves as follows:

## **I. RECITALS**

- A. The PARTIES hereto agree that the recitals included above are incorporated into and made a part of this AGREEMENT.

## **II. ENGINEERING**

- A. The ILLINOIS TOLLWAY has performed preliminary and final design engineering, obtained necessary surveys, and prepared the final plans and specifications for the PROJECT.

## **III. RIGHT OF WAY**

- A. The parcels shall be transferred or conveyed by the ILLINOIS TOLLWAY to the CITY following execution of this AGREEMENT as listed in "EXHIBIT A" and depicted on "EXHIBIT B", attached hereto.

- B. The ILLINOIS TOLLWAY shall perform all survey work, prepare all parcel plats, establish legal descriptions as necessary, and generally comply with its' written Policies and Procedures for all parcels to be transferred to the CITY.
- C. Any and all right of way acquisition costs regarding the parcels listed on EXHIBIT A that are paid by the ILLINOIS TOLLWAY including, but not limited to, the purchase price, expenses for title research, survey preparation, and appraisal, negotiations, relocation, and court proceedings have been borne by the ILLINOIS TOLLWAY and shall not be subject to reimbursement by the CITY.
- D. The ILLINOIS TOLLWAY agrees to convey fee simple the parcels listed on EXHIBIT A to the CITY and to retain Permanent Easement on certain parcels as necessitated by the eastbound and westbound Illinois Route 390 bridge structures over Mittel Boulevard and Lively Boulevard. To effectuate the conveyance, the ILLINOIS TOLLWAY shall execute and deliver copies of the recorded deeds to the CITY.
- E. Unless otherwise agreed, the ILLINOIS TOLLWAY will provide the CITY as available the following documentation associated with the parcels being conveyed:
  - Plat & Legal
  - Title Policy
  - Conveyance Documents
- F. All land conveyances referenced in this AGREEMENT will be tendered in a form that is acceptable for recordation.
- G. The ILLINOIS TOLLWAY shall record all deeds and any other documents that must be recorded.

#### **IV. UTILITIES**

- A. The ILLINOIS TOLLWAY will provide available information for existing utilities located within the parcels to be transferred to the CITY electronically.
- B. Subsequent to the transfer of the right of way to the CITY, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the CITY for any and all reimbursable utility relocation costs the CITY may incur for ILLINOIS TOLLWAY required adjustments.
- C. The CITY agrees to make arrangements with utilities that are either existing on or that are planned to be relocated to the parcels described herein that are to be transferred from the ILLINOIS TOLLWAY to the CITY in conjunction with the PROJECTS improvements. The CITY shall issue any required permits allowing the utilities to remain in either their existing locations or planned locations without charge of permit fees and subject to CITY permit conditions.

- D. Subsequent to the transfer of right of way from the ILLINOIS TOLLWAY to the CITY, the ILLINOIS TOLLWAY shall not be responsible for costs to relocate existing utilities located within the parcels being transferred unless required for an ILLINOIS TOLLWAY proposed improvements.

**V. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY has advertised and received bids, awarded the contract(s), provided construction engineering inspections and caused the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VII of this AGREEMENT.

**VI. FINANCIAL**

- A. The ILLINOIS TOLLWAY agrees to transfer the properties identified in EXHIBIT A to the CITY without cash consideration as part of this AGREEMENT. The PARTIES agree and acknowledge that the assumption of the maintenance and jurisdictional responsibilities associated with the transfer properties constitute fair and adequate consideration for the transfer of such properties.

**VII. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the CITY and the 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 as it relates specifically to conveyance of the parcels listed on EXHIBIT A and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter as it relates specifically to conveyance of the parcels listed on EXHIBIT A.
- C. Wherever in this AGREEMENT approval or review by either the CITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Each PARTY has designated a point of contact and a protocol for PROJECT communications. Representatives may be changed, from time to time, by subsequent written notice.
- E. It is understood that the aforementioned parcels were acquired and are being conveyed for public use, and that upon conveyance of any portion of any of the parcel to a private party within ten (10) years of the date of this Agreement, the CITY shall reimburse the ILLINOIS TOLLWAY for any portion of the sale proceeds pursuant to the Tollway's Excess Real Property Declaration and Disposal Policy dated November 2015.

- F. The conveyance document from the ILLINOIS TOLLWAY to the CITY shall contain the following covenant: “Pursuant to Tollway’s Excess Real Property Declaration and Disposal Policy dated November 2015, the Grantee, their successors and assigns agree not to build or cause to be built or erected upon the subject property any advertising sign or structure directed, whether in whole or part, to users or patrons on the adjacent toll highway or any structure that in the opinion of the Chief Engineering Officer of the Illinois State Toll Highway Authority, Grantor, would in any way interfere with the safe operation of the Illinois State Toll Highway Authority system.”
- G. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the CITY’s Engineer shall meet and resolve the issue.
- H. 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.
- I. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6008457 and it is doing business as a governmental entity, whose mailing address is City of Wood Dale, 404 North Wood Dale Road, Wood Dale, Illinois 60191.
- J. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- K. The failure by the ILLINOIS TOLLWAY or the CITY 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 CITY unless such provision is waived in writing.
- L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- M. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

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

To the CITY:

The City of Wood Dale  
404 North Wood Dale Road  
Wood Dale, Illinois 60191  
Attn: City Manager

- N. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT or for such longer period as the law requires. 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 CITY, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

**THE CITY OF WOOD DALE**

By: \_\_\_\_\_  
Nunzio Pulice  
Mayor

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Elizabeth Gorman  
Executive Director

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21545

**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Addison Township Highway Department the ("Township") to convey one (1) parcel. The parcel is adjacent to Illinois Route 390 at Parkside Avenue and was originally necessary for construction purposes. The Township holds jurisdiction of that portion of Parkside Avenue and the parcel is being conveyed to the Township to include within its jurisdiction.

Pursuant to the Tollway's Excess Real Property Declaration and Disposal Policy, the Tollway has determined this parcel will not be necessary for future Toll Highway maintenance, operations or future construction and is considered excess.

**Resolution**

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois State Tollway Highway Authority and the Addison Township Highway Department in substantially the form attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: \_\_\_\_\_



Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
ADDISON TOWNSHIP ROAD DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 the ADDISON TOWNSHIP ROAD DISTRICT, a body corporate and politic of the State of Illinois, hereinafter called the “TOWNSHIP”, 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, has improved the existing Elgin O’Hare Expressway, extended the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to Illinois Route 83, known in its entirety as Illinois Route 390, and intends to further extend Illinois Route 390 to O’Hare International Airport (ORD) and construct 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” or “PROJECT”), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as “Toll Highway”); and

WHEREAS, the ILLINOIS TOLLWAY and the TOWNSHIP are party to a separate Intergovernmental Agreement (“IGA”) associated with an individual PROJECT construction contract to establish their respective responsibilities for engineering, construction, and maintenance and jurisdiction; and

WHEREAS, the ILLINOIS TOLLWAY has acquired property within the TOWNSHIP limits necessary for the construction of the PROJECT, but said property is not required for the maintenance and operation of the Illinois Route 390 Toll Highway; and

WHEREAS, the ILLINOIS TOLLWAY has declared some of the property it acquired within the TOWNSHIP for the Project to be excess and shall be transferred from the ILLINOIS TOLLWAY to the TOWNSHIP as outlined in this AGREEMENT; and

WHEREAS, the parcel to be transferred in accordance with this AGREEMENT is situated adjacent to Illinois Route 390 at Parkside Avenue, as more fully described on the Plat and legal description attached hereto as Exhibit B and is identified as Parcel EO-1B-12-007.EX3, as depicted on “EXHIBIT A” hereto (the “Parcel” or sometimes the “Right of Way”); and

WHEREAS, the TOWNSHIP holds jurisdiction of that portion of Parkside Avenue within the TOWNSHIP limits in its entirety that was not acquired by the ILLINOIS TOLLWAY in its eminent domain proceedings against the TOWNSHIP for the Project; and

WHEREAS, the purpose of this AGREEMENT is to document the conveyance and transfer of Right of Way from the ILLINOIS TOLLWAY to the TOWNSHIP; and

WHEREAS, there are existing utilities located on the Parcel being transferred from the ILLINOIS TOLLWAY to the TOWNSHIP; and

WHEREAS, this AGREEMENT shall be known, for recording purposes, as #002017-26; 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 TOWNSHIP by virtue of its powers as set forth in the Township Code 60 ILCS 1/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by the "Intergovernmental Cooperation Act," 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the above stated recitals, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the PARTIES hereto, the PARTIES covenant, agree and bind themselves as follows:

## **I. RECITALS**

- A. The PARTIES hereto agree that the recitals included above are incorporated into and made a part of this AGREEMENT.

## **II. ENGINEERING**

- A. The ILLINOIS TOLLWAY has performed preliminary and final design engineering, obtained necessary surveys, and prepared the final plans and specifications for the PROJECT.

## **III. RIGHT OF WAY**

- A. The ILLINOIS TOLLWAY agrees to convey fee simple title to the TOWNSHIP for Parcel EO-1B-12-007.EX3, as depicted on "EXHIBIT A", after execution of this AGREEMENT. To effectuate the conveyance, the ILLINOIS TOLLWAY shall execute and deliver a copy of the recorded deeds to the TOWNSHIP.
- B. The ILLINOIS TOLLWAY shall perform all survey work, prepare the parcel plat, establish the legal description, and generally comply with its' written Policies and Procedures for the Parcel to be transferred to the TOWNSHIP.

- C. Any and all right of way acquisition costs ~~and other costs~~ regarding the transfer to the TOWNSHIP of Parcel EO-1B-12-007.EX3 shall be paid by the ILLINOIS TOLLWAY including, but not limited to, the purchase price, expenses for title research, survey and plat preparation, appraisal, negotiations, relocation, and court proceedings. The TOWNSHIP shall not be obligated to ~~pay any costs or~~ reimburse the ILLINOIS TOLLWAY for any costs in preparing for and completing the transfer of the Parcel or for preparation of this Agreement.
- D. Unless otherwise agreed, the ILLINOIS TOLLWAY will provide the TOWNSHIP before recording of the conveyance the following documentation associated with the Parcel being conveyed:
- Plat & Legal Description
  - Title Policy
  - Conveyance Documents, including but not limited to a warranty deed.
- E. It is understood that the aforementioned Parcel is being conveyed for public use, and that upon conveyance of any portion of any of the Parcel to a private party within ten (10) years of the date of this Agreement, the TOWNSHIP shall reimburse the ILLINOIS TOLLWAY for any portion of the sale proceeds pursuant to the Tollway's Excess Real Property Declaration and Disposal Policy dated November 2015.
- F. The conveyance document from the ILLINOIS TOLLWAY to the TOWNSHIP shall contain the following covenant: "Pursuant to Tollway's Excess Real Property Declaration and Disposal Policy dated November 2015, the Grantee, their successors and assigns agree not to build or cause to be built or erected upon the subject property any advertising sign or structure directed, whether in whole or part, to users or patrons on the adjacent toll highway or any structure that in the opinion of the Chief Engineering Officer of the Illinois State Toll Highway Authority, Grantor, would in any way interfere with the safe operation of the Illinois State Toll Highway Authority system."
- G. All land conveyances referenced in this AGREEMENT will be tendered in a form that is acceptable for recordation and acceptable to the TOWNSHIP.
- H. The ILLINOIS TOLLWAY shall at its sole cost record all deeds and any other documents that must be recorded.

#### IV. UTILITIES

- A. The ILLINOIS TOLLWAY will provide available information for existing utilities located within the Parcel to be transferred to the TOWNSHIP electronically, including at minimum identification of what utilities are located within the Parcel and, when possible, the location(s) thereof. The ILLINOIS TOLLWAY shall also provide the TOWNSHIP with copies of any and all utility easements or other easements affecting the Parcel. If

TOLLWAY is in possession of or has access to as-built drawings of any utilities located in the Parcel, TOLLWAY shall provide them to the TOWNSHIP.

- B. Subsequent to the transfer of the Right of Way to the TOWNSHIP, the ILLINOIS TOLLWAY agrees to reimburse and/or credit the TOWNSHIP for any and all utility relocation costs the TOWNSHIP may incur for ILLINOIS TOLLWAY adjustments or projects affecting the Parcel.
- C. The TOWNSHIP shall issue any required permits allowing those utilities currently existing within the Parcel to remain in either their existing locations or planned locations without charge of permit fees and subject to TOWNSHIP permit conditions.
- D. Subsequent to the transfer of Right of Way from the ILLINOIS TOLLWAY to the TOWNSHIP, the ILLINOIS TOLLWAY shall be responsible for costs to relocate existing utilities located within the Parcel only if the relocation of the utilities is for an ILLINOIS TOLLWAY proposed improvement, and for the costs to restore the pavement, curb and gutter and other roadway facilities to at least as good a condition as before the work commenced.

## V. CONSTRUCTION

- A. The ILLINOIS TOLLWAY represents that it has advertised and received bids, awarded the contract(s), provided construction engineering inspections and caused the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VII of this AGREEMENT.

## VI. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to transfer Parcel EO-1B-12-007.EX3 to the TOWNSHIP without cash consideration or any consideration other than the obligations contained in this Agreement. The PARTIES agree and acknowledge that the assumption of the maintenance and jurisdictional responsibilities regarding the Parcel constitute fair and adequate consideration for the transfer of the Parcel.

## VII. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the TOWNSHIP and the 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 as it relates specifically to conveyance of Parcel EO-1B-12-007.EX3 and

supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter as it relates specifically to conveyance of said Parcel.

- C. Wherever in this AGREEMENT approval or review by either the TOWNSHIP or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Each PARTY has designated a point of contact and a protocol for PROJECT communications. Representatives may be changed, from time to time, by subsequent written notice.
- E. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Highway Commissioner of the TOWNSHIP shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- F. 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.
- G. Under penalties of perjury, the TOWNSHIP certifies that its correct Federal Tax Identification number is 36-6006173 and it is doing business as a governmental entity, whose mailing address is Addison Township Highway Department, 411 West Potter, Wood Dale, Illinois 60191.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. The failure by the ILLINOIS TOLLWAY or the TOWNSHIP 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 TOWNSHIP unless such provision is waived in writing.
- J. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- K. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

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

To the TOWNSHIP:

The Addison Township Highway Department  
411 West Potter  
Wood Dale, IL 60191  
Attn: Highway Commissioner

- L. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT or for such longer period as the law requires. 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 TOWNSHIP, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

(The remainder of this page is intentionally left blank.)

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

**ADDISON TOWNSHIP HIGHWAY DEPARTMENT**

By: \_\_\_\_\_  
Donald Holod  
Highway Commissioner

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Elizabeth Gorman  
Executive Director

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

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

RESOLUTION NO. 21546

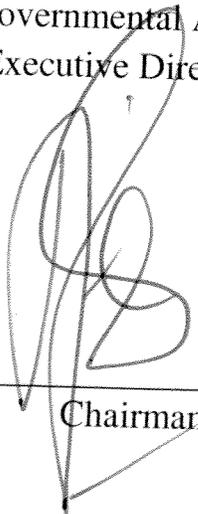
**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with Illinois Department of Transportation ("IDOT") to continue cooperative Intelligent Transportation Systems ("ITS") initiatives where IDOT roadways and facilities meet and intersect Tollway toll highways. Continued cooperation between the Tollway and IDOT is beneficial to each Party where fiber overlap exists. This Agreement updates existing initiatives for reciprocal use of the agencies' ITS and defines future cooperative initiatives.

**Resolution**

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois Tollway and the Illinois Department of Transportation in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: \_\_\_\_\_



Chairman

**INTERGOVERNMENTAL AGREEMENT  
FOR  
INTELLIGENT TRANSPORTATION SYSTEMS (ITS)  
COOPERATIVE INITIATIVES  
FOR  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) shall be known for recording purposes as #002018-xx, and is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the “DEPARTMENT”, individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

- Part 1 Scope/Compensation/Term
- Part 2 General Provisions
- Part 3 Special Provisions
- Part 4 Scope of Service/Responsibilities

**Part 1  
Scope/Compensation/Term**

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the ILLINOIS TOLLWAY agree as specified in Part 4.
- B. Compensation.** The DEPARTMENT and the ILLINOIS TOLLWAY agree that neither PARTY will be entitled to compensation as a result of the terms of this AGREEMENT.
- C. Term of AGREEMENT.** The term of this AGREEMENT shall be from execution until terminated as described in Part 3, Paragraph A, below.
- D. Amendments.** All changes and additions to this AGREEMENT must be mutually agreed upon by the DEPARTMENT and ILLINOIS TOLLWAY and be incorporated by written amendment, signed by the signatories of this AGREEMENT.

## **Part 2 General Provisions**

**A. Changes.** If any circumstances or conditions in this AGREEMENT change, the ILLINOIS TOLLWAY or the DEPARTMENT must notify the other PARTY in writing as soon as practicable after the occurrence of such change.

**B. Compliance/Governing Law.** The terms of this AGREEMENT shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this AGREEMENT shall be performed in compliance with all applicable state and federal laws.

**C. Records Inspection.** Both PARTIES or a designated representative of the PARTIES shall have access to the other PARTY's work and applicable records related to this AGREEMENT whenever it is in preparation or progress, and both PARTIES shall provide for such access and inspection.

**D. Records Preservation.** Both 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 the DEPARTMENT under the AGREEMENT for a minimum of **three (3) years** from the last action on the AGREEMENT. Both 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, the DEPARTMENT or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

**E. Subcontracting.** Subcontracting, assignment or transfer of all or part of the interests of either PARTY concerning any of the obligations covered by this AGREEMENT is prohibited without prior written consent of the other PARTY.

## **Part 3 Special Provisions**

**A. Termination.** If either PARTY is dissatisfied with the other PARTY's performance or believes that there has been a substantial decrease in the other PARTY's performance, the concerned PARTY may give written notice that remedial action shall be taken by the other PARTY within seven (7) calendar days. If such action is not taken within the time afforded, the concerned PARTY may terminate the AGREEMENT by giving thirty (30) days written notice to the other PARTY. Notwithstanding the above, and with full attention to safe, efficient, and convenient movement of traffic and safety for the motoring public, no termination action shall be taken by either PARTY that affects

operational systems of the other PARTY or that affects jointly operated systems, without concurrence of the other PARTY and means to mitigate the detrimental results of the action.

**B. Location of Service.** Service to be performed by the DEPARTMENT and the ILLINOIS TOLLWAY shall be performed as described in Part 4.

**C. Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the ILLINOIS TOLLWAY or the DEPARTMENT pursuant to this AGREEMENT shall not be made available to any individual or organization without prior written approval by the ILLINOIS TOLLWAY and the DEPARTMENT. All information secured by either PARTY from the other PARTY in connection with the performance of services pursuant to this AGREEMENT shall be kept confidential unless disclosure of such information is approved in writing by both PARTIES.

**D. Reporting/Consultation.** Each PARTY shall consult with and keep the other PARTY fully informed as to the progress of all matters covered by this AGREEMENT.

#### **Part 4 Scope of Service/Responsibilities**

##### **A. General.**

1. The DEPARTMENT and the ILLINOIS TOLLWAY have a common interest in the safe and efficient movement of traffic and in the use of technology to foster those interests in cost-effective ways. The DEPARTMENT and the ILLINOIS TOLLWAY will cooperatively plan technology improvements when appropriate, share technology resources when in the best interests of the PARTIES and the State; foster timely, reciprocal and consistent issuance of permits for work on the other PARTY's right-of-way for technology systems; and manage operations for combined effectiveness and best service to the public.

2. On August 1, 2016 the DEPARTMENT and the ILLINOIS TOLLWAY entered into an agreement recorded for DEPARTMENT purposes as State Agreement Number: JN-117-502 and recorded for ILLINOIS TOLLWAY purposes as #002013-24 for Intelligent Transportation Systems (ITS) Cooperative Initiatives for the Elgin O'Hare Western Access. This AGREEMENT shall serve as a general guide for continued cooperative ITS initiatives across multiple DEPARTMENT roadways and ILLINOIS TOLLWAY toll highways. It is structured to define agreement on general principles of cooperation and to provide a scope of services for specific initiatives to be performed under this AGREEMENT. The provisions of the aforementioned agreement shall remain in full force and effect and shall not be superseded by this AGREEMENT.

**3.** This AGREEMENT will also serve as documentation that the DEPARTMENT and the ILLINOIS TOLLWAY intend to retain communications and cooperation in the operation of the PARTY's respective systems.

**4.** The DEPARTMENT and the ILLINOIS TOLLWAY each agree to expedite the review of permit requests for ITS-related work on the other PARTY's right-of-way and to approve such requests subject to the approving PARTY's normal standards and conditions for such work, including lane closure and traffic control requirements for the construction and maintenance of the systems so installed.

**5.** The DEPARTMENT and the ILLINOIS TOLLWAY each agree to facilitate ITS systems communications through the mutual application of common standards and protocols to the extent practical, and through the equitable sharing of fiber optic and other communications resources.

**6.** The DEPARTMENT and the ILLINOIS TOLLWAY each agree to maintain systems installed on the other PARTY's right-of-way or integrated with systems of the other agency in good operating condition at all times by the use of periodic preventive maintenance and by response maintenance when systems and equipment experience damage or malfunction. The PARTIES agree that obsolete and malfunctioning systems will not be abandoned but will be removed by the owning agency when they are no longer deemed usable. If either PARTY sees an emergency or impediment to operations, either PARTY may act to disconnect and remove from its right-of-way system elements of the other PARTY that have been effectively abandoned or are malfunctioning, after notification to the other PARTY and within two hours to allow action.

**7.** The DEPARTMENT and the ILLINOIS TOLLWAY each acknowledge that they will have the need and the obligation from time to time to access the other agency's right-of-way for purposes of performing maintenance on their systems. The DEPARTMENT and the ILLINOIS TOLLWAY agree to allow reasonable access to perform such activities through normal request and notification procedures. Each PARTY agrees that the other PARTY shall be free to maintain and repair systems for which it is the owning and responsible PARTY on the other PARTY's right-of-way without mandated subcontracting to the other PARTY's forces or contractors. Each PARTY agrees to make its procedures known and to assure that the procedures required by the other are made known to its own personnel and contractors. In case of emergency, the DEPARTMENT and ILLINOIS TOLLWAY agree to set up a single point of notification 24 X 7 for emergency operation through their dispatch centers to assure restoration time is met.

**8.** Emergency maintenance and repair of DEPARTMENT and ILLINOIS TOLLWAY fiber shall be performed by the DEPARTMENT, the ILLINOIS TOLLWAY or their respective subcontractors on their respective fiber. Emergency maintenance may include unscheduled maintenance emergencies such as cut cables reported to either the DEPARTMENT or the ILLINOIS TOLLWAY outside of their respective business hours

that will require technicians to be available twenty-four (24) hours per day, seven (7) days per week to respond to a problem. Emergency maintenance shall also include services in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the System:

- (a) Unscheduled Maintenance. The DEPARTMENT and the ILLINOIS TOLLWAY shall provide unscheduled maintenance in response to alarm identification, notification by either PARTY of any failure, interruption or impairment in operation of fiber communication or, interruption or impairment in the operation of a fiber route. The DEPARTMENT and the ILLINOIS TOLLWAY shall verify the problem and dispatch personnel as early as possible to take corrective action.
- (b) Restoration Procedure. When restoring a cut cable in a fiber route, the DEPARTMENT and the ILLINOIS TOLLWAY will work to restore all data traffic as quickly as possible. Each PARTY will be responsible for their own equipment repair. Wherever shared equipment is damaged, the ILLINOIS TOLLWAY shall perform restoration of such equipment. The DEPARTMENT and ILLINOIS TOLLWAY equipment shall be restored in accordance with their own specifications and standards. Each PARTY shall be responsible to bill the causing PARTY and each PARTY shall have a representative of that PARTY observe the repairs.
- (c) Restoration Time Frames. The DEPARTMENT and the ILLINOIS TOLLWAY shall use their commercially reasonable efforts to repair traffic-affecting discontinuity as soon as possible, effective on site commencement of which shall begin no later than two (2) hours after either PARTY receives notification from anyone of failure, disrepair, impairment or other need for repair; provided, however, that in the event either PARTY's rights are interrupted by a force majeure event, (i.e. when either PARTY is excused for failing to perform its duties and obligations by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation), repairs will be made as expeditiously as possible. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a schedule reasonably determined by the PARTIES.

**9.** The DEPARTMENT and the ILLINOIS TOLLWAY agree to remain responsible for prompt response to clear and otherwise repair equipment and systems installed on the other PARTY's right-of-way that have been damaged from any cause including, but not limited to, motorist-caused damage.

**10.** The DEPARTMENT and the ILLINOIS TOLLWAY each agree to cooperate in the timely restoration of shared systems, such as fiber optic cable, that are impaired or out of service due to damage or malfunction. Cooperation shall include measures necessary to

identify and isolate the location of a fault or trouble. The PARTY owning the shared resource shall be responsible for the repair or replacement of the damaged system or system element. Except when due to a force majeure event, upon notification of a disruption that affects the other PARTY's active systems or data, the responsible agency shall initiate immediate corrective action with on-site response no later than two (2) hours from the time of notification. Upon notification of a disruption that does not require immediate corrective action; the responsible PARTY shall affect repairs on a schedule reasonably determined by the PARTIES.

**11.** The DEPARTMENT is bound by federal provisions with respect to the construction of certain federally funded facilities that will be shared with the ILLINOIS TOLLWAY under the terms of this AGREEMENT. If, and to the extent that it is obligated to do so, as provided in federal legislation and regulation that may be issued in connection with any ITS project, the ILLINOIS TOLLWAY assures that it will comply with all applicable requirements of said legislation and Federal Transit Administration requirements that may be issued in connection with any such ITS project; provided, however, that the ILLINOIS TOLLWAY's obligation as set forth above, to the extent that it is determined to exist, only applies to certain DEPARTMENT federally funded facilities to be shared with the ILLINOIS TOLLWAY under the terms of this AGREEMENT.

**12.** The ILLINOIS TOLLWAY and the DEPARTMENT agree to use their best efforts to ensure that any ITS project undertaken will not preclude interface with other Intelligent Transportation Systems in the region.

**13.** The PARTIES agree that if at any time the ILLINOIS TOLLWAY, in connection with any reconstruction, maintenance, improvement or alteration of the ILLINOIS TOLLWAY's right-of-way, facilities or operations, requires that the DEPARTMENT's facilities or equipment installed pursuant to this AGREEMENT be relocated or modified to accommodate the ILLINOIS TOLLWAY's plans, the DEPARTMENT will relocate or modify such facilities or equipment as designated by the ILLINOIS TOLLWAY, at DEPARTMENT's cost, provided that the ILLINOIS TOLLWAY will not unreasonably require such relocation or modification.

**14.** The PARTIES further agree that if at any time the DEPARTMENT, in connection with any reconstruction, maintenance, improvement or alteration of the DEPARTMENT's right-of-way, facilities or operations, requires that the ILLINOIS TOLLWAY's facilities or equipment installed pursuant to this AGREEMENT be relocated or modified to accommodate the DEPARTMENT's plans, the ILLINOIS TOLLWAY will relocate or modify such facilities or equipment as designated by the DEPARTMENT, at ILLINOIS TOLLWAY's cost, provided that the DEPARTMENT will not unreasonably require such relocation or modification.

**15.** The PARTIES agree that rights to camera images shall belong to the PARTY owning the camera generating said images, and any images shared with the other PARTY shall be only for the operational purposes of the other PARTY and that the images so shared

shall not be redistributed beyond the other PARTY to any other party or agency, without written permission of the owning PARTY. Notwithstanding the foregoing, the PARTIES agree to exchange copies of each other's operational protocols for camera operations, as available, and to make every reasonable effort to adhere to the operational protocols of the other PARTY when generating images of the other PARTY's roadway system, particularly from cameras located on the other PARTY's right-of-way. Furthermore, the PARTIES agree, in the spirit of this AGREEMENT, to honor each other's reasonable requests for repositioning of cameras generating shared images to assist in fostering improved operations and incident response. Images made available to the Gateway Traveler Information System for display/dissemination on the [www.travelmidwest.com](http://www.travelmidwest.com) website shall be limited to only those images that the ILLINOIS TOLLWAY has made publicly available as it relates to ILLINOIS TOLLWAY owned cameras.

### **B. I-PASS Readers**

I-PASS readers have been installed at six (6) locations where the DEPARTMENT'S interstate highways meet the ILLINOIS TOLLWAY'S toll highways. These locations include:

1. I-94 between the merge with US Route 41 and the Wisconsin State Line
2. I-94 at Tower Road
3. I-90 at Canfield Road
4. I-88 at I-294
5. I-355 near the junction with I-55
6. I-80/294 at the junction with I-94 (the Bishop Ford Freeway)

The DEPARTMENT shall continue to allow the I-PASS readers to remain on DEPARTMENT right of way at the aforementioned locations and allow the ILLINOIS TOLLWAY to access the DEPARTMENT right of way for associated maintenance, repair and/or improvement activities.

### **C. I-90 and I-355 Fiber Sharing**

1. The DEPARTMENT grants the ILLINOIS TOLLWAY the use of four (4) strands of the fiber optic cable extended to and installed generally on the I-90 right of way between I-294 and the east end of the Kennedy Expressway. Said strands are intended to allow the ILLINOIS TOLLWAY to connect from its Plaza 19 to the James R. Thompson Center and are to be used, among other things, for the operation of the ILLINOIS TOLLWAY'S ITS equipment. As these fibers include segments that were provided to the DEPARTMENT by agreement with the Chicago Transit Authority (CTA), the use of these strands by the ILLINOIS TOLLWAY pursuant to this AGREEMENT shall also bind the ILLINOIS TOLLWAY to the terms of the agreement with the CTA.

2. The ILLINOIS TOLLWAY grants the DEPARTMENT the use of four (4) strands of the ILLINOIS TOLLWAY's fiber optics communications infrastructure to be accessed near the DEPARTMENT Region One Headquarters along I-90 near Roselle Road and terminated at Illinois Route 47, at a service handhole located in the south-east quadrant of that junction (Station #2416 + 28). The DEPARTMENT will use these strands to facilitate highway operations data flow and regional distribution of traffic management information, including video as appropriate. The ILLINOIS TOLLWAY will retain ownership of the strands in its infrastructure and will provide the DEPARTMENT access to the fiber at established access points, such as facilities and handholes, for purposes of interconnections to DEPARTMENT-owned material and equipment. Access to the strands of fiber shall be permitted at additional locations including at a point within the I-90/Illinois Route 53 interchange as agreed upon by the PARTIES. The ILLINOIS TOLLWAY shall also grant the DEPARTMENT the use of four (4) strands of fiber between the ILLINOIS TOLLWAY M-5 Maintenance Facility and at the aforementioned point within the I-90/Illinois Route 53 interchange which shall provide for connection with the DEPARTMENT fiber optic cable installed along Illinois Route 53. The strands for DEPARTMENT use will be terminated in an ILLINOIS TOLLWAY handhole.

3. The ILLINOIS TOLLWAY will grant a permit to the DEPARTMENT for the installation of a DEPARTMENT fiber optic cable within ILLINOIS TOLLWAY duct in the I-90 right-of-way between the DEPARTMENT Region 1 Headquarters near Roselle Road and a connection point to be established near Plaza 19. The DEPARTMENT represents that it is permissible for its fiber to reside in duct owned by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY right of way. This fiber optic cable run will provide for splices and extensions at certain DEPARTMENT crossroads such as I-290/Illinois Route 53, Illinois Route 83, and Mannheim Road. The ILLINOIS TOLLWAY may grant the DEPARTMENT a supplemental permit for further extension of the installation in a similar manner from the connection point near Roselle Road to Illinois Route 47, as may be staged to intermediate points such as Illinois Route 59.

4. The DEPARTMENT will be permitted by the ILLINOIS TOLLWAY to install, connect, and operate a DEPARTMENT CCTV camera and associated devices at, and powered from the radio tower facilities at the ILLINOIS TOLLWAY's Army Trail Road Plaza (Plaza 73). This installation shall be subject to the installation practices and guidelines of the ILLINOIS TOLLWAY and images generated by the DEPARTMENT video camera shall, at the ILLINOIS TOLLWAY's option, be shared with the ILLINOIS TOLLWAY.

5. Particular requirements for the fiber optic cable installation shall be addressed in the parameters of the permit.

#### **D. Interconnection at Hillside**

The DEPARTMENT has installed fiber optic cable on DEPARTMENT right-of-way and ILLINOIS TOLLWAY right-of-way to facilitate interconnection of the DEPARTMENT's communications hub at the I-290/I-294 interchange to the ILLINOIS TOLLWAY's fiber optic communication system at its Cermak Road Plaza (Plaza 35). The DEPARTMENT also utilizes this fiber to provide delivery of camera images to the ILLINOIS TOLLWAY from the DEPARTMENT's Hillside Communication hub, and the DEPARTMENT agrees to allow the installation of ILLINOIS TOLLWAY equipment at the hub for this purpose. The PARTIES will continue these arrangements and they may be supplemented as mutually agreed by the PARTIES to accommodate the updating and expansion of systems.

#### **E. Future Needs**

1. The ILLINOIS TOLLWAY will grant the DEPARTMENT the right to utilize six (6) strands of ILLINOIS TOLLWAY fiber optic cable currently installed along I-355 between Army Trail Road and I-80. The ILLINOIS TOLLWAY will also grant the DEPARTMENT the right to utilize four (4) strands of ILLINOIS TOLLWAY fiber optic cable currently installed along I-294/I-94 between Russell Road and I-90 Plaza 19. The strands for DEPARTMENT use will be terminated in an ILLINOIS TOLLWAY handhole.

(a) The ILLINOIS TOLLWAY will continue to be responsible for maintenance of the fiber optic condo cable located along I-355, I-294 and I-94 including the fibers being granted to the DEPARTMENT.

(b) In the event that the ILLINOIS TOLLWAY undertakes an improvement project in the future which will require relocation, modification or affect the fibers granted to the DEPARTMENT as herein specified, the ILLINOIS TOLLWAY will perform the improvement so as to maintain the fibers granted to the DEPARTMENT during the construction of the improvement except as otherwise required for work requiring splicing of fiber optic cable which will cause temporary disruption. Such temporary disruption of the fiber optic cable shall be performed with 48 hours advance notice prior thereof.

(c) In the event that the ILLINOIS TOLLWAY undertakes an improvement project in the future which will require relocation, modification or affect the fibers granted to the DEPARTMENT along I-355, I-294 or I-94, the ILLINOIS TOLLWAY will provide an equivalent number of strands as specified above for DEPARTMENT use within the relocated fiber optic condo cable(s).

(d) The DEPARTMENT will be responsible for performing work required to extend the fibers being granted to the DEPARTMENT from the ILLINOIS TOLLWAY handhole to DEPARTMENT owned facilities.

2. The DEPARTMENT is planning to install fiber optic cable along I-80 and will grant the ILLINOIS TOLLWAY the right to utilize twelve (12) strands of the DEPARTMENT's fiber optic cable to be installed along I-80 between I-355 and I-57. The DEPARTMENT will also grant the ILLINOIS TOLLWAY the right to utilize twelve (12) strands of the DEPARTMENT's fiber optic cable to be installed along I-57 between I-80 and I-294. The strands for ILLINOIS TOLLWAY use will be terminated in a DEPARTMENT handhole.

(a) The DEPARTMENT will be responsible for maintenance of fiber optic condo cable planned to be installed along I-80 and along I-57 including the fibers being granted to the ILLINOIS TOLLWAY.

(b) In the event that the DEPARTMENT undertakes an improvement project in the future which will require relocation, modification or affect the fibers granted to the ILLINOIS TOLLWAY as herein specified, the DEPARTMENT will perform the improvement to so as to maintain the fibers granted to the ILLINOIS TOLLWAY during the construction of the improvement except as otherwise required for work requiring splicing of fiber optic cable which will cause temporary disruption. Such temporary disruption of the fiber optic cable shall be performed with 48 hours advance notice prior thereof.

(c) In the event that the DEPARTMENT undertakes an improvement project in the future which will require relocation, modification or affect the fibers granted to the ILLINOIS TOLLWAY along I-57 or I-80, the DEPARTMENT will provide an equivalent number of strands as specified above for ILLINOIS TOLLWAY use within the relocated fiber optic condo cable(s).

(d) The ILLINOIS TOLLWAY will be responsible for performing work required to extend the fibers being granted to the ILLINOIS TOLLWAY from the DEPARTMENT handhole to ILLINOIS TOLLWAY owned facilities.

3. The ILLINOIS TOLLWAY is planning to install new fiber optic cable along I-294 for ILLINOIS TOLLWAY communications. The DEPARTMENT will allow the fiber optic cable duct package to cross under DEPARTMENT roadways at select locations where the ILLINOIS TOLLWAY crosses over DEPARTMENT roadways. The ILLINOIS TOLLWAY will be required to obtain a permit from IDOT for any such installation.

4. The ILLINOIS TOLLWAY and the DEPARTMENT agree to review and amend this AGREEMENT as necessary to accommodate and include modification of existing roadways identified herein, future expansion of existing Toll Highways, and future construction of new Toll Highways.

## **G. Responsibilities**

- 1.** 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.
- 2.** 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.
- 3.** This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- 4.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- 5.** The failure by the ILLINOIS TOLLWAY or the DEPARTMENT 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 DEPARTMENT unless such provision is waived in writing.

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

**STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Randall S. Blankenhorn  
Secretary

By: \_\_\_\_\_  
Jeff Heck  
Chief Fiscal Officer,  
Director of Finance and  
Administration

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Omer Osman  
Director of Highways

By: \_\_\_\_\_  
William M. Barnes  
Chief Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Elizabeth Gorman  
Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Tiffany B. Schafer, Senior Assistant Attorney General, State of Illinois

## RESOLUTION NO. 21547

**Background**

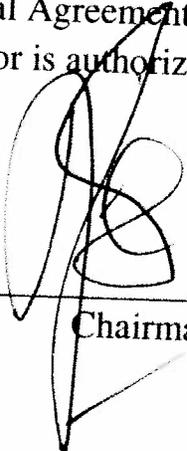
It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Chicago Department of Aviation ("CDA"), the Village of Rosemont ("Village"), and the Illinois Department of Transportation ("IDOT"). In accordance with the 2012 Illinois Tollway Interchange and Roadway Cost Sharing Policy, the Illinois Tollway intends to construct an eastbound exit ramp from I-90 at the existing partial diamond interchange to Lee Street ("Project") as well as associated improvements.

The Illinois Tollway will lead the Project. The CDA will provide certain design engineering services and contribute right-of-way and monetary funding. The Village will provide certain final engineering services and contribute monetary funding. Finally, IDOT will align the right-of-way to accommodate the Project. The estimated total cost of the Project is \$13,222,228, subject to reimbursement of \$1,300,000 from the CDA, and \$4,000,000 from the Village.

**Resolution**

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Tollway, the Chicago Department of Aviation, the Village of Rosemont, and the Illinois Department of Transportation in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement.

Approved by: \_\_\_\_\_

  
Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,  
THE CITY OF CHICAGO,  
AND  
THE VILLAGE OF ROSEMONT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter called the "ILLINOIS TOLLWAY"); THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT"; the CITY OF CHICAGO, a municipal corporation of the State of Illinois, (hereinafter called the "CITY"), and THE VILLAGE OF ROSEMONT, a municipal corporation of the State of Illinois, (hereinafter called "VILLAGE"), individually referred to as "PARTY", and (collectively referred to as "PARTIES").

**WITNESSETH:**

WHEREAS, the PARTIES in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to improve the existing partial diamond interchange at the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway") at Lee Street (hereinafter referred to as the "PROJECT"), by making the following improvements:

Construction of an eastbound exit ramp from I-90 to Lee Street at the existing partial diamond interchange with any necessary adjustments being made to the existing signalization at the intersection of the new ramp and Lee Street; widen northbound Lee Street Access Drive to add a right-turn-only lane at the intersection with Touhy Avenue; form a new through lane on southbound Lee Street opposite Lee Access Drive; widen eastbound Higgins Road, IL-72, to add a right-turn-and-through lane at the intersection with Patton Drive; and realign Johnson Road between the Northeast Air Cargo Terminal and Higgins Road to form a new right-in-and-right-out intersection. Upper Express Drive, an airport service road, will be reconstructed along 715 feet of length and realigned up to 120 feet south to accommodate the eastbound exit ramp. A pedestrian sidewalk shall be added along the south/west side of Lee Street from Touhy Avenue to a crosswalk at the intersection of Lee Street and Lee Street Access Drive, thence along the north/west side of Lee Access Drive to Touhy Avenue. Pedestrian crosswalks and signals will be added at the intersections of: Touhy Ave at Lee Street Access Drive and Higgins Road at Patton Drive. A single pedestrian crosswalk will be added to Lee Street at Lee Street Access Drive to align with the sidewalk path.

WHEREAS, the ILLINOIS TOLLWAY adopted an Interchange and Roadway Cost Sharing Policy dated October 2012 (hereinafter referred to as the "POLICY"), which outlines the Tollway's objectives and processes for advancing new or expanded interchange access; 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 DEPARTMENT by virtue of its powers as set forth in 605 ILCS 5/101 is authorized to enter into this AGREEMENT; and

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

WHEREAS, the VILLAGE by virtue of 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 is performing preliminary engineering under the Design Section Engineering Upon Request Contract I-12-4060 Task 1.
- B. The VILLAGE agrees to serve as lead agency to perform final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, excluding the proposed realigned Johnson Road intersection with Higgins Road, subject to a credit by the ILLINOIS TOLLWAY as hereinafter stipulated.
- C. The CITY agrees to perform final design engineering, obtain necessary surveys, secure all permits, and prepare the final plans and specifications for the proposed realigned Johnson Road right-in-and-right-out intersection with Higgins Road and a structure for the protection of the Northwest Suburban Joint Action Water Agency ("JAWA") water pipeline located in the vicinity of this proposed intersection. The CITY shall provide plans and specifications to the VILLAGE for coordination.
- D. The PARTIES understand that the plans and specifications will not cause material adverse impacts on Airport operations including but not limited to airfield and runway operations; surrounding navigable airspace and protected surfaces as defined by 14 C.F.R. Part 77 and the FAA; or any runway classification, instrument rating, or otherwise utility or capability of any runway. To the extent

that the FAA determines that the PROJECT or the conveyance of any CITY-owned property called for herein may cause material adverse impacts on Airport operations including but not limited to airfield and runway operations; surrounding navigable airspace and protected surfaces as defined by 14 C.F.R. Part 77 and the FAA; or any runway classification, instrument rating, or otherwise utility or capability of any runway, then the PARTIES will cooperate to pursue mitigation of such material adverse impacts including design alternatives and revising the limits or extent of any proposed conveyance of CITY-owned property for the PROJECT, sufficient to proceed while eliminating material adverse impacts on existing and planned Airport runway operations and facilities.

- E. During the design and preparation of the plans and specifications, the VILLAGE shall submit the plans and specification, inclusive of plans and specification prepared by the CITY, to the ILLINOIS TOLLWAY and the DEPARTMENT for their review and comments at the following stages of plan preparations:

40% Complete

95% Complete (pre-final)

Final

- F. The ILLINOIS TOLLWAY and the DEPARTMENT shall review the plans and specification which impact the ILLINOIS TOLLWAY and/or the DEPARTMENT's maintained highways within fifteen (15) calendar days of receipt thereof and will determine, in their respective reasonable discretion, whether the plans and specification are acceptable. The ILLINOIS TOLLWAY and the DEPARTMENT will not unreasonably withhold approval of the plans and specification. Approval by the ILLINOIS TOLLWAY and the DEPARTMENT shall mean they agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the ILLINOIS TOLLWAY and the DEPARTMENT's maintained highways. In the event of disapproval, the ILLINOIS TOLLWAY and/or the DEPARTMENT will detail in writing its objection to the proposed plans and specification for review and consideration by the VILLAGE and the CITY.
- G. The CITY agrees to prepare bid-ready contract documents for Johnson Road improvements for assembly in the plans and specifications by VILLAGE. The CITY agrees to address review comments regarding Johnson Road improvements as required for acceptance of contract documents pursuant to Section I(E) and (F).
- H. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- I. The final approved plans and specifications for the PROJECT shall be assembled to include the CITY'S Johnson Road complete plans and specifications and promptly delivered to the ILLINOIS TOLLWAY by the VILLAGE.

- J. The VILLAGE agrees to assume the overall PROJECT ENGINEERING responsibility, which shall exclude any responsibility for: (1) preliminary engineering and construction engineering provided by the ILLINOIS TOLLWAY and (2) final design engineering, surveys and plans and specifications required to be provided by the CITY. The VILLAGE'S PROJECT ENGINEERING shall include assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, North Cook County Soil and Water Conservation District, Cook County, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines but shall not include any permits, approvals, joint participation and/or force account agreements that the CITY shall be required to secure for the portion of the PROJECT for which the CITY is required to provide final design engineering. 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.
- K. The DEPARTMENT, the CITY, and the VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), to the ILLINOIS TOLLWAY to construct the PROJECT in accordance with approved plans and specifications without charge to the ILLINOIS TOLLWAY. Any permit for right of access shall not be unreasonably withheld by the other PARTIES. All temporary rights of access, temporary use of property and right of way sought with respect to CITY property shall be granted in accordance with the EOWA IGA.
- L. The ILLINOIS TOLLWAY shall provide all construction engineering for the completion of the PROJECT, subject to reimbursement by the VILLAGE as hereinafter stipulated per Section V.
- M. The ILLINOIS TOLLWAY shall require all construction performed within the DEPARTMENT's right of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the Tollway's Supplemental Specifications.

## **II. RIGHT OF WAY**

- A. The CITY and the ILLINOIS TOLLWAY have agreed pursuant to a separate Intergovernmental Agreement between the ILLINOIS TOLLWAY and the CITY Regarding the Elgin O'Hare Western Access Project entered as of April 14, 2017, ("EOWA IGA"), that CITY shall convey the interests encompassed by Parcel NW-7B-13-001 ("Lee Street Parcel") in accordance therewith for the construction of the PROJECT. All transfers of CITY property necessary for the PROJECT shall be in accordance with the EOWA IGA.

- B. This AGREEMENT is further contingent on the CITY obtaining all FAA acknowledgement, authorization, release, approval, decision, or other action required by law or FAA regulations, which may require as a condition precedent to the CITY's transfer or conveyance of any property title or rights in CITY-owned property to the ILLINOIS TOLLWAY or the DEPARTMENT necessary for the PROJECT.
- C. The CITY shall grant at no cost to the ILLINOIS TOLLWAY all necessary temporary rights or permits to relocate Upper Express Drive, an airport service road, on land retained by the Chicago Department of Aviation pursuant to the approved plans and specifications and in accordance with the EOWA IGA.
- D. The VILLAGE and the CITY shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all right of way (both permanent and temporary) necessary for the construction of the portion of the PROJECT for which they are required to provide final design engineering, excluding the I-90 eastbound exit ramp, pursuant to the plans and specifications.
- E. Parcel plats and legal descriptions for property required to be conveyed to the DEPARTMENT shall conform to Illinois Department of Transportation standards.
- F. The ILLINOIS TOLLWAY shall be granted at no cost from the VILLAGE temporary right of way to any VILLAGE property necessary to construct the PROJECT pursuant to the approved plans and specifications. The ILLINOIS TOLLWAY shall be granted temporary right of way to any CITY property necessary to construct the PROJECT pursuant to the approved plans and specifications and in accordance with the EOWA IGA.
- G. Preliminary design engineering plans for structurally bridging the JAWA main proximate to the proposed realigned Johnson Road intersection with Higgins Road include locating certain foundation elements within an approximately 1,150 square foot portion of the existing Higgins Road right of way. The DEPARTMENT and the CITY shall cooperate to determine acceptable plans to structurally bridge or otherwise satisfactorily cause to remain in place and operational the JAWA main that parallels Higgins Road in the area of the PROJECT. As part of such review process, the DEPARTMENT shall advise whether location of the foundation elements of the structural bridge facility shall be acceptable for placement in the existing DEPARTMENT right of way proximate to the proposed realigned Johnson Road intersection with Higgins Road. In the event that the DEPARTMENT does not approve of locating foundation elements for the structural bridge facilities proposed in relation to the adjacent JAWA main, the DEPARTMENT shall cause such limited portions of existing right of way necessary for elements of the structural bridge facility to be transferred to the CITY via jurisdictional transfer in accordance with DEPARTMENT policies and without charge to the CITY.
- H. In addition to the Lee Street Parcel noted above, upon confirmation and approval as provided herein of the relevant plats and legal descriptions for the right of way

to be acquired for the remaining portions of the PROJECT concerning improvements to DEPARTMENT roadways (“DEPARTMENT Parcels”), the ILLINOIS TOLLWAY and the CITY hereby agree that any portions of such DEPARTMENT Parcels subject to CITY-owned property will be identified and treated as Subsequently Identified Property (as defined within the EOWA IGA) for transfer in accordance with the EOWA IGA. The CITY and the ILLINOIS TOLLWAY agree that at closing on any transfers of the DEPARTMENT Parcels as Subsequently Identified Property under the EOWA IGA, the ILLINOIS TOLLWAY may elect to substitute the DEPARTMENT to become as the recipient of such transfers, provided that such substitution will not operate to negate or otherwise invalidate the terms and conditions of the EOWA IGA.

- H. The PARTIES acknowledge and agree that the Lee Street Parcel and all DEPARTMENT Parcels will be conveyed and accepted in an “as is” condition with all faults. The CITY makes no representations or warranties of any kind whatsoever, either express or implied, with respect to any property subject to the Lee Street Parcel and all DEPARTMENT Parcels. This AGREEMENT shall not be construed in any manner to require the CITY to conduct any environmental remedial or closure activities on any CITY-owned property and the CITY does not admit and cannot be deemed to have admitted any liability as to any condition that may exist on any CITY-owned Property by its participation in this AGREEMENT. The PARTIES hereby waive the right to assert a claim against the CITY or any of the CITY’s officers or employees based on the presence of Hazardous Material on or within the Lee Street Parcel or any DEPARTMENT Parcel.
- I. Except as provided in this paragraph, the transfers to be conducted by the CITY to the ILLINOIS TOLLWAY pursuant to this AGREEMENT will constitute the CITY’s grant of all rights of entry necessary for the ILLINOIS TOLLWAY to undertake activities required to construct the PROJECT in accordance with the approved plans and specifications within the property transferred. Notwithstanding the foregoing and prior to any such transfers, the ILLINOIS TOLLWAY must obtain a right of entry from the CITY to commence and perform work before the ILLINOIS TOLLWAY may enter any CITY-owned property other than the Lee Street Parcel or the DEPARTMENT Parcels. The ILLINOIS TOLLWAY must submit a request for a right of entry to the City, including a detailed description of the nature of the access request, the activities or work proposed to be conducted, a detailed description of the limited portion of Airport property sought to be accessed, a list of the entities to which the right of entry will apply, and a scope of work for each of those entities. Within 15 business days after the ILLINOIS TOLLWAY’s request is made, the CITY will provide the ILLINOIS TOLLWAY a response identifying whether the request is acceptable or unacceptable or whether the CITY requires further information from the ILLINOIS TOLLWAY to appropriately process the request. The CITY will not unreasonably delay or deny a request. Each right of entry granted to the ILLINOIS TOLLWAY for work on a CITY-owned property shall be without additional cost and must include the ILLINOIS TOLLWAY’s submission of certificates of insurance and other documentation generally required by the CITY’s standard right of entry procedures and is further subject to the rights and

the obligations of the CITY to use and maintain its property for the aviation purposes in accordance with all applicable statutes, regulations, and other law, as well as all existing, applicable grant assurances on the CITY-owned property.

- J. Unless otherwise agreed upon by the PARTIES, the ILLINOIS TOLLWAY with respect to all CITY-owned property subject to a temporary easement or other City-owned property over or upon which the Tollway is granted either a temporary right of entry or access pursuant to this Agreement or which has been otherwise impacted, directly or indirectly, by the PROJECT, the ILLINOIS TOLLWAY shall, as part of its PROJECT and at its expense, restore such property to the condition in which it existed prior to use, access, or other impact by reason of this PROJECT. To the extent that restoration of such property to its pre-existing condition cannot be reasonably accomplished or is otherwise infeasible, such property shall be restored in a manner and condition reasonably acceptable to the CITY. The requirements of this Section shall survive termination of this AGREEMENT.

### **III. UTILITY RELOCATION**

- A. The VILLAGE agrees to provide the ILLINOIS TOLLWAY and the DEPARTMENT, as soon as they are identified, the location (existing and proposed) of public and/or private utility facilities within existing ILLINOIS TOLLWAY and DEPARTMENT rights of way which required adjustment as part of the portion of the PROJECT designed by the VILLAGE. The CITY agrees to provide the ILLINOIS TOLLWAY and the DEPARTMENT, as soon as they are identified, the location (existing and proposed) of public and/or private utility facilities within existing ILLINOIS TOLLWAY and DEPARTMENT rights of way which require adjustment, if any, as part of the portion of the PROJECT designed by the CITY
- B. The VILLAGE and the CITY agree to make all reasonable efforts to minimize the number of utility adjustments in the final design of the PROJECT.
- C. This agreement assumes the CITY as part of its engineering responsibility will satisfactorily structurally bridge or otherwise satisfactorily cause to remain in place and operational the JAWA main that parallels Higgins Road in the area of the PROJECT. Notwithstanding the CITY's commitment with respect to the JAWA main facilities, all relocations of navigational aids, equipment serving aviation operations, or facilities held or controlled by the FAA, utility facilities, or other third party facilities, which are required to be relocated as consequence of the PROJECT, will be undertaken as a cost of the PROJECT. The ILLINOIS TOLLWAY will coordinate with the CITY and the FAA on these relocation matters, including without limitation entering into any required agreements with the FAA and development of plans for any necessary or required relocation or for the reestablishment of any affected navigational aid or equipment serving aviation operations. The ILLINOIS TOLLWAY will not relocate any FAA and Airport navigation aid facilities onto Airport property outside of the Lee Street Parcel without the prior written consent of the CITY, and where applicable, the FAA.

- D. The DEPARTMENT agrees to make arrangement for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing DEPARTMENT rights-of-way where improvements are proposed to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- E. The VILLAGE and the CITY agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing CITY and/or VILLAGE rights of way where improvements to DEPARTMENT highways are proposed to be done in conjunction with the PROJECT. The ILLINOIS TOLLWAY agrees to credit the VILLAGE for out of pocket costs they may incur in causing the utilities to be adjusted by including such costs as part of the VILLAGE CREDITS in Section V(H).
- F. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT and cause required adjustments to utility facilities located on existing or proposed ILLINOIS TOLLWAY rights of way, such costs incurred by the TOLLWAY being included as Utility Relocation costs in Section V(H) to be included as part of the VILLAGE'S reimbursement to the TOLLWAY.
- G. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted, the costs incurred by the TOLLWAY for the adjustment of the TOLLWAY'S infrastructure shall be included as Utility Relocation costs in Section V(H) to be included as part of the VILLAGE'S reimbursement to the TOLLWAY. In the event any costs for the adjustment of the TOLLWAY'S infrastructure are paid by the VILLAGE, such amounts shall be included as part of the VILLAGE CREDITS in Section V(H).

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain VILLAGE concurrence as to the amount of bids (for work to be funded wholly or partially by the VILLAGE before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the VILLAGE as hereinafter stipulated.
- B. The ILLINOIS TOLLWAY and the VILLAGE reserve the right to cancel this AGREEMENT, after consultation with the CITY, if the bids received are not advantageous prior to award. Any PROJECT actual costs excluding any costs associated with Preliminary Engineering, incurred by either the ILLINOIS TOLLWAY or the VILLAGE prior to cancellation of the AGREEMENT shall be

shared 50% by the ILLINOIS TOLLWAY and 50% by the VILLAGE with reimbursements made accordingly.

- C. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DEPARTMENT and/or the CITY and/or the VILLAGE shall be submitted to such PARTY for approval prior to commencing such work. The PARTIES shall review the proposed deviations and indicate approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the PARTY shall detail in writing specific objections. If the ILLINOIS TOLLWAY receives no written response from the PARTIES within fifteen (15) calendar days after delivery the proposed deviation shall be deemed approved.
- D. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the other PARTIES, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the other PARTIES prior to commencement of work on the PROJECT.
- E. The PARTIES acknowledge that any portion of the PROJECT which may concern and/or require access to any secure Airport property is subject to 49 U.S.C. Sec. 44901 *et seq.*, and the provisions of Section 44901 and the rules and regulations promulgated under Section 44901 (collectively "*Section 44901*") are hereby incorporated into this AGREEMENT. The ILLINOIS TOLLWAY must comply with, and must cause all contractors to comply with, the requirements of Section 44901. Compliance includes, without any limitation, the CITY's standard Airport security and operations standards with respect to secured areas of the Airport. The ILLINOIS TOLLWAY must promptly report to the CITY any information regarding noncompliance with the security and operations standards and potential threat to any Airport operations. The ILLINOIS TOLLWAY also must comply with, and require all contractors to comply with, all applicable federal, state, and local safety regulations.
- F. The ILLINOIS TOLLWAY will cause work performed on the PROJECT to be done in a manner that will not impact, even by temporary intrusion or interference, Airport runway operations and/or runway use. In the event of an intrusion, the ILLINOIS TOLLWAY will cause any such impact to be ceased immediately.
- G. The ILLINOIS TOLLWAY shall require its contractor(s) working within the other PARTIES rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued April of 2016, or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- H. The ILLINOIS TOLLWAY shall require that the other PARTIES, and 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 other 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).

- I. The ILLINOIS TOLLWAY agrees that it will not use or permit the use of Hazardous Material in or on any CITY-owned property including but not limited to the Lee Street Parcel or any DEPARTMENT Parcels, except as unavoidably required and in accordance with applicable law. If the ILLINOIS TOLLWAY or any of its contractors causes a release of Hazardous Material that could result in potential liability for the CITY, as reasonably determined by the CITY, then the ILLINOIS TOLLWAY must diligently perform, at its cost, all remediation of the release and restoration of the affected property in accordance with applicable law. The CITY and the ILLINOIS TOLLWAY agree to cooperate and work in good faith to develop cost-effective remediation strategies. To the extent permitted by law or regulation, prior to submitting any report, document, plan, drawing, or laboratory analysis related to a release of Hazardous Material (each a "*Release Document*") to any regulatory agency or authority, the ILLINOIS TOLLWAY will deliver that Release Document to the CITY for review.
- J. The PARTIES 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 each PARTY's systems. The PARTIES shall assign personnel to perform inspections on their behalf of all work included in the PROJECT that affects their systems, 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.
- K. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- L. The ILLINOIS TOLLWAY shall give notice to the each PARTY upon completion of 70% and 100% of the PROJECT to be subsequently maintained by another PARTY, if any, and the PARTIES shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the PARTIES do not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the other PARTIES. At the request of another PARTY, 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 PARTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The PARTIES shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

M. The VILLAGE and the ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Any PROJECT costs incurred prior to cancellation, excluding any costs associated with Preliminary Engineering, by either the ILLINOIS TOLLWAY or the VILLAGE shall be shared 50% by the ILLINOIS TOLLWAY and 50% by the VILLAGE with reimbursements made accordingly.

## V. FINANCIAL

- A. The PARTIES agree to pay their share of the estimated overall PROJECT costs as hereinafter stipulated and as shown in Exhibit A. Where there is a conflict between Exhibit A and these sections, these sections shall govern.
- B. It is mutually acknowledged by the PARTIES hereto that the estimated cost of preliminary engineering is \$909,974 under ILLINOIS TOLLWAY Contract I-12-4060, Task 1.
- C. It is mutually acknowledged by the PARTIES hereto that the estimated costs of final design engineering are \$1,150,000. The VILLAGE shall act as the lead agency for final design engineering, excluding the proposed realigned Johnson Road and intersection with Higgins Road. The VILLAGE's cost for final design engineering is estimated at \$850,000. The CITY shall perform final design engineering for the proposed realigned Johnson Road right-in-right-out intersection with Higgins Road and associated utilities. The CITY's cost for final engineering is estimated at \$300,000.
- D. It is mutually acknowledged by the PARTIES that the estimated construction costs are \$8,329,322.
- E. It is mutually acknowledged by the PARTIES hereto that the estimated construction engineering costs are 10% of construction costs, \$832,932.
- F. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related preliminary engineering, construction, and construction engineering costs subject to reimbursement by the CITY and the VILLAGE as hereinafter stipulated.
- G. The ILLINOIS TOLLWAY represents its participation shall be in conformance with the October 2012 "Interchange and Cost Sharing Policy".
- H. Notwithstanding the estimated cost, the VILLAGE shall be responsible to pay the ILLINOIS TOLLWAY an amount equal to for the **lesser of either**: (1) 50% of the

actual costs of Utility Relocation, Construction Costs and Construction Engineering initially funded by the ILLINOIS TOLLWAY or (2) \$4,000,000.00. The ILLINOIS TOLLWAY shall provide the VILLAGE an invoice for the amount owed. The payment due to the ILLINOIS TOLLWAY from the VILLAGE, as determined above, shall be made as required below in 4 annual equal, or nearly equal, amounts (the "ANNUAL AMOUNT") with the full amount credited/payable over 4 years. Each of the 4 ANNUAL AMOUNTS shall under no circumstances exceed \$1,000,000. The First ANNUAL AMOUNT shall be due on a date that is 60 days after the final completion of the PROJECT, its acceptance by the ILLINOIS TOLLWAY and the VILLAGE'S receipt of the ILLINOIS TOLLWAY'S invoice. The payment of the Second ANNUAL AMOUNT shall be due one year after the due date for the First ANNUAL AMOUNT. The Third ANNUAL AMOUNT shall be due one year after the due date for the Second and the Fourth ANNUAL AMOUNT shall be due one year after the due date for the Third. If the due date for any ANNUAL AMOUNT falls on a weekend or a holiday, the due date shall be the next business day. The payments of each of the 4 ANNUAL AMOUNTS made by the VILLAGE to the ILLINOIS TOLLWAY shall made as follows:

First, the payment of the ANNUAL AMOUNT owed by the VILLAGE to the ILLINOIS TOLLWAY shall be made by crediting the VILLAGE for its direct payment, the ("VILLAGE CREDITS") which shall be defined as including (i) the costs incurred by the VILLAGE pursuant to Sections I(B) and II(D) (costs incurred by the VILLAGE for final design engineering, survey costs and the Village's preparation of plans and specifications); (ii) the costs incurred by the VILLAGE for utility relocation pursuant Section III(E) and (iii) any ILLINOIS TOLLWAY infrastructure adjustment costs incurred by the VILLAGE pursuant to section III(G). The VILLAGE CREDITS shall be applied to satisfy the First ANNUAL PAYMENT and each subsequent ANNUAL PAYMENT until the VILLAGE has received a full credit for all the VILLAGE CREDITS.

Second, after the full amount of the VILLAGE CREDITS has been applied to satisfy the ANNUAL AMOUNTS due from the VILLAGE to the ILLINOIS TOLLWAY, the VILLAGE shall begin paying the portion of any ANNUAL AMOUNT due that remains unpaid to the CITY until such time that the CITY receives a total payment equal to \$1,500,000.00. ("AIRPORT DEVELOPMENT FEE".) Since the AIRPORT DEVELOPMENT FEE will be more than the amount of each ANNUAL PAYMENT, it is recognized that the CITY will receive partial payments of the AIRPORT DEVELOPMENT FEE over a period of years at such times as the ANNUAL AMOUNTS come due until the total of all such payments received by the CITY equals \$1,500,000.00. Under no circumstances shall the payment of the AIRPORT DEVELOPMENT FEE cause the VILLAGE to pay more than the ANNUAL AMOUNT for any given payment. The ILLINOIS TOLLWAY shall give the VILLAGE a credit against the ANNUAL AMOUNT owed by the VILLAGE for all AIRPORT DEVELOPMENT FEES paid by the VILLAGE to the CITY.

Any amounts payable under this Section shall not be subject to any interest.

- I. The PARTIES agree that the VILLAGE shall provide the CITY \$1,500,000 for O'Hare International Airport development, subject to a credit by the ILLINOIS TOLLWAY in relation to the costs of the PROJECT.

Upon construction completion of the PROJECT and an invoice from the CITY, the VILLAGE shall provide the CITY \$1,500,000 for O'Hare International Airport development, subject to a credit by the ILLINOIS TOLLWAY.

- J. As aforesaid, the Lee Street Parcel and DEPARTMENT Parcels shall be conveyed by the CITY pursuant to that separate EOWA IGA by and between the CITY and the ILLINOIS TOLLWAY. For purposes of this AGREEMENT, \$2,000,000 has been applied as a portion of the CITY's contribution to the PROJECT. See attached Exhibit A.
- K. Upon construction completion of the PROJECT and receipt of an invoice from the ILLINOIS TOLLWAY, the CITY shall reimburse the ILLINOIS TOLLWAY \$500,000.
- L. Any PARTY 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. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
  1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.

2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
  3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
  4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
  5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES 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.
- B. 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.
- C. 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-
- D. 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.
- E. 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.

- F. 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 or cause to maintain the Jane Addams Memorial Tollway, designated I-90, and the proposed eastbound exit ramp to Lee Street in their entirety.
- B. The DEPARTMENT agrees to maintain or cause to maintain within the limits of the PROJECT: Higgins Road, Lee Street, and Lee Access Drive, adjustment curb and gutter and sidewalks; including routine and emergency maintenance, signal maintenance, lighting maintenance, and maintenance of drainage facilities.
- C. The DEPARTMENT has all maintenance responsibilities as to the following within the PROJECT limits:
- i. All DEPARTMENT right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, pavement marking deceleration and acceleration merging lanes continuous to the DEPARTMENT highway roadway;
  - ii. All grassed areas and embankments along DEPARTMENT highway roadway, outside fences installed to protect the Toll Highway;
  - iii. All traffic signals on the DEPARTMENT highway and at the intersection between the DEPARTMENT highway and the ramp from the Toll Highway;
  - iv. All guardrails on the DEPARTMENT right of way and highway roadway;
  - v. All drainage facilities on DEPARTMENT highways, except for drainage structures under the Toll Highway ramp or associated with I-90.
  - vi. All lighting on the DEPARTMENT right of way and on areas of the intersection outside fences installed to protect the Toll Highway.
- D. The ILLINOIS TOLLWAY has all maintenance responsibilities for all portions of the proposed I-90 eastbound exit ramp to Lee Street not maintained by the DEPARTMENT.
- E. Signalization and pavement marking at the I-90 eastbound exit ramp to Lee Street will be under the control of the DEPARTMENT. The PARTIES shall cooperate regarding signal timing and intersection operation to ensure that traffic exiting the Toll Highway is not unnecessarily delayed or allowed to back up to the extent that

it would impact Toll Highway mainline traffic. The DEPARTMENT consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed the Toll Highway exit ramp and will program the traffic signal option to give exit ramp priority to preclude exiting traffic from backing up onto Toll Highway mainline pavement.

- F. The CITY agrees to maintain or cause to maintain Upper Express Drive and the realigned Johnson Road within the PROJECT limits, including; adjacent curb and gutter, JAWA water main protection structure located at the right-in-and-right-out intersection with Higgins Road, and drainage facilities and stream crossing structure(s), and lighting maintenance specifically for these roadways. The CITY further agrees to continue its maintenance responsibilities on Upper Express Drive and Johnson Road within the PROJECT limits up to the through edge of pavement of DEPARTMENT highways.

## **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. During construction, the PARTIES shall continue to maintain all portions within the PROJECT limits of each PARTY's individual right of way or jurisdiction that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by each of the individual PARTY's shall, upon completion of construction and final inspection, be the sole maintenance responsibility of that PARTY.
- C. Each PARTY agrees to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.
- D. Nothing herein is intended to prevent or preclude a PARTY from entering into reciprocal agreements in the future for the efficient removal of snow, ice, and debris or for incident management.
- E. Attached as Exhibits are diagrams of the interchanges and other intersections included within the PROJECT as well as a description and identification each PARTY's respective maintenance responsibility. In the event there is a conflict between the aforementioned Exhibits and the maintenance provisions contained in Section VII of this AGREEMENT, the text in Section VII shall control.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is four (4) party AGREEMENT between the Illinois Department of Transportation, the City of Chicago, the Village of Rosemont, and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and all previous oral and written proposals, negotiations, representation or understandings concerning such subject matter, except for matters agreed upon between the ILLINOIS TOLLWAY and CITY pursuant to the EOWA IGA, which are contemplated specifically therein. Notwithstanding the foregoing, it is understood and agreed by the PARTIES, that this AGREEMENT is independent of the EOWA IGA, and does not and will not in any form or manner, be construed to modify, amend, replace or impact the terms and conditions of the EOWA IGA.
- C. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of the Jane Addams Tollway, designated I-90, and the proposed Lee Street eastbound exit ramp. The DEPARTMENT shall retain jurisdiction of Touhy Avenue, Lee Street, Lee Access Drive, and Higgins Road within the PROJECT limits. The CITY shall have jurisdiction of Upper Access Drive and Johnson Road in within the PROJECT limits. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- D. Wherever in this AGREEMENT approval or review by a PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTIES.
- F. In the event of a dispute between the DEPARTMENT, CITY, the VILLAGE, or the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY, the Deputy Direction/Region One Engineer, Chicago Department of Aviation Commissioner, and/or the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the representative with jurisdiction of the work, utilities, facilities, roadways, etc. shall be final.
- G. 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.

- H. This AGREEMENT may be executed in four (4) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. The ILLINOIS TOLLWAY agrees that in the event any work is performed by contractors other than ILLINOIS TOLLWAY forces, the applicable provisions of the “Prevailing Wage Act” 820 ILCS 130/1 shall apply.
- J. The DEPARTMENT certifies that its correct Federal Tax Identification number is 10-0049401 and it is doing business as a governmental entity, whose mailing address is Illinois Department of Transportation, 201 W Center Court, Schaumburg, Illinois 60196.
- K. The CITY certifies that its correct Federal Tax Identification number is xx-xxxxxxx and it is doing business as a governmental entity, whose mailing address is Chicago Department of Aviation, 10510 West Zemke Road, Chicago, IL 60666.
- L. The VILLAGE certifies that its correct Federal Tax Identification number is 36-6009134 and it is doing business as a governmental entity, whose mailing address is 9501 W. Devon Avenue, Rosemont, IL 60018.
- 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) year subsequent to the date of execution of this AGREEMENT.
- N. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- O. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- P. The failure by a PARTY 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 a PARTY unless such provision is waived in writing.
- Q. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- R. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the DEPARTMENT:

Illinois Department of Transportation

201 W Center Court  
Schaumburg, Illinois 60196  
Attn: Deputy Director/Region One Engineer

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

To the CITY OF CHICAGO: Chicago Department of Aviation  
10510 West Zemke Road  
Chicago, Illinois 60666  
Attn: Commissioner

To the VILLAGE OF ROSEMONT: The Village of Rosemont  
9501 West Devon Avenue  
Rosemont, Illinois 60018  
Attn: Village Engineer

- S. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged or credited to another PARTY 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 or any other government agency or agent therefor that is authorized to audit or inspect such books and records.
- T. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

**THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Anthony Quigley, P.E.  
Deputy Director/Region  
One Engineer

Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Please Print Name)

Date: \_\_\_\_\_

**THE VILLAGE OF ROSEMONT**

By: \_\_\_\_\_  
Bradley Stephens  
Mayor

Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Please Print Name)

Date: \_\_\_\_\_

**THE CITY OF CHICAGO**

By: \_\_\_\_\_  
Ginger S. Evans  
Commissioner  
Chicago Department of Aviation

Date: \_\_\_\_\_

Approved as to form and legality:

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Special Assistant Corporation Counsel

Date: \_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elizabeth Gorman  
Executive Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Colsch  
Chief of Finance

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elizabeth M.S. Oplawski  
Acting General Counsel

Approved as to Form and Constitutionality

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

DRAFT

EXHIBIT A

COSTS  
LEE STREET RAMP IMPROVEMENT

Design Engineering

Preliminary Engineering	\$909,974
Final Engineering	\$850,000
Design Engineering for Higgins & Johnson Roads	\$300,000
<hr/>	
Subtotal Design Engineering	\$2,059,974

Construction & Construction Engineering

Construction; new EB I-90 ramp to Lee St., Touhy Ave at Lee Access Dr. intersection improvement, Higgins Rd. at Patton Dr. intersection improvement, and relocate Upper Express Drive	\$6,290,848
Higgins and Johnson Road new intersection	\$2,038,474
Construction Engineering for Project (10% above items)	\$832,932
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Subtotal Construction	\$9,162,254

Right of Way

City of Chicago transfer to Illinois Tollway	\$2,000,000
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Subtotal Right of Way	\$2,000,000

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Total \$13,222,228

**EXHIBIT A**  
**COSTS**  
**LEE STREET RAMP IMPROVEMENT**

Cost Share

Village of Rosemont

	Final Engineering, excluding Higgins and Johnson Roads	\$850,000
	Airport Development Funds	\$1,500,000
	(*) Cash balance to Illinois Tollway	\$1,650,000
30%	Subtotal Village of Rosemont	\$4,000,000

City of Chicago, Chicago Department of Aviation (C.D.A.)

	Right of Way Transfer to Illinois Tollway	\$2,000,000
	Design Engineering, Higgins and Johnson Roads	\$300,000
	Construction Contribution to Illinois Tollway	\$500,000
	Airport Development Funds from Village of Rosemont	-\$1,500,000
10%	Subtotal City of Chicago	\$1,300,000

Illinois  
Tollway

	Preliminary Engineering	\$909,974
	Construction, excluding Higgins and Johnson Roads	\$6,290,848
	Construction Higgins and Johnson Roads	\$2,038,474
	Construction Engineering	\$832,932
	Construction Cost Contribution from City of Chicago	-\$500,000
	(*) Cash balance from the Village of Rosemont	-\$1,650,000
60%	Subtotal Illinois Tollway	\$7,922,228

	Total Costs	\$13,222,228
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\* Rosemont to pay Illinois Tollway invoice for 50% of actual costs for Utility Relocation, Construction, and Construction Engineering, less credits for costs of; Final Engineering born by the Village, Village utility relocation, and airport development funds.

RESOLUTION NO. 21548

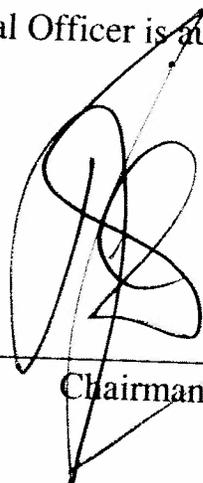
**Background**

It is in the best interest of the Illinois State Toll Highway Authority (the "Tollway") to enter into an Intergovernmental Agreement with the Forest Preserve District of DuPage County ("District"). As part of the Central Tri-State reconstruction, and the need to fulfill the United States Army Corps of Engineers ("USACE") requirements for impacts to waters of the United States, it is necessary for the Illinois Tollway to partner with the District for waters and wetland mitigation and restoration within the District's Blackwell Forest Preserve along Spring Brook Creek. The District will provide its expertise, act as the lead construction agency for the mitigation work, and monitor and maintain the site under the project until USACE permit requirements are fulfilled, estimated to be seven (7) years, subject to reimbursement by the Illinois Tollway. The estimated cost of the Project to the Illinois Tollway is \$11,188,700.

**Resolution**

The Chief Engineering Officer and the Acting General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between the Illinois Tollway and the Forest Preserve District of DuPage County in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: \_\_\_\_\_



Chairman

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY  
FOR WATERS AND WETLAND MITIGATION AND RESTORATION  
AT THE SPRING BROOK NO. 1 CREEK SITE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, a body corporate and politic and unit of local government of the State of Illinois, hereinafter called the "DISTRICT", 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, recently approved a 15 year Capital Program, “Move Illinois; *The Illinois Tollway Driving the Future*,” which includes improvements to the Tri-State Tollway (I-294) (hereinafter sometimes referred to as "Toll Highway"), including reconstructing from 95<sup>th</sup> Street (U.S. Routes 12/20) to Balmoral Avenue. The contemplated improvements are anticipated to be included in multiple ILLINOIS TOLLWAY construction contracts; and

WHEREAS, the ILLINOIS TOLLWAY in order to fulfill the United States Army Corp of Engineers LRC-2016-158 Permit requirements, (hereinafter called the “USACE”) for impacts to waters of the United States associated with the proposed reconstruction of the I-294 Central Tri-State it is necessary to perform certain environmental/waters mitigation; and

WHEREAS, the DISTRICT owns certain property known as Blackwell Forest Preserve and desires to restore the property to a native landscape and improve ecological health of the lands and waters along with other trail, bridge and road culvert improvements within that preserve; and

WHEREAS, the ILLINOIS TOLLWAY finds that the ILLINOIS TOLLWAY’s waters and wetland mitigation responsibilities can be satisfied within the Blackwell Forest Preserve along the Spring Brook No. 1 Creek corridor through the preserve (hereinafter referred to as the “SITE”), as shown on the attached “EXHIBIT A”; and

WHEREAS, the ILLINOIS TOLLWAY desires to partner with the DISTRICT to facilitate ILLINOIS TOLLWAY’s waters and wetland mitigation responsibilities and the DISTRICT’s desire and need for restoration funding within the Blackwell Forest Preserve for the mutual benefit of both PARTIES (hereinafter referred to as the "PROJECT") by making the following improvements:

### Waters of the U.S. Mitigation

The waters mitigation portion of the PROJECT consists of up to approximately 8,915 lineal feet of channel restoration in effort to create a more natural, sinuous, system. This work will include the installation of in-stream structures, aquatic habitat improvements, elevation of the stream bed, bank and floodplain wetland restoration and shoreline restoration activities.

### Wetland and Riparian Mitigation

The wetland mitigation and associated floodplain restoration portion of the PROJECT consists of approximately 8 acres of wetland mitigation credit creation. This work will include the stabilizing of soils within the currently impounded area of the SITE and the reconnection of the stream bank to the floodplain areas, so to establish bank and floodplain wetlands/ecosystems, as well restore and enhance the associated woodland and prairie areas providing high quality buffer to the mitigation areas.

### Wetland and Waters of the U.S. Mitigation Performance Standards

The USACE details and requires certain performance standards to be achieved to receive sign off on the completion of the wetland and waters mitigation obligation of the SITE. These standards will be achieved as part of the PROJECT.

### Wetland, Waters and Upland Restoration

Approximately 137 acres of wetlands, wetland buffer and uplands are adjacent to, but not included within the SITE. These areas are integral restoration elements to be restored which will provide ecological enhancement and functional lift to the SITE, in support of the MITIGATION.

### Bridge Replacements

The replacement of three bridges is required, as part of the PROJECT. The absence of these improvements would result in eliminating both existing vehicular and pedestrian access to portions of the Preserve and also likely result in increased future costs and permitting challenges to the DISTRICT; and

WHEREAS, the ILLINOIS TOLLWAY in furtherance of its environmental mitigation requirements has agreed to assist the DISTRICT with the financial responsibilities associated with the PROJECT; and

WHEREAS, in consideration for the ILLINOIS TOLLWAY funding the PROJECT, the DISTRICT agrees to utilize its experience and expertise in stream restoration, and will plan, design, construct, manage, maintain, monitor and provide reporting for the ILLINOIS TOLLWAY for its SITE obligations; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the DISTRICT's request to assist in the funding of the PROJECT to fulfill and satisfy the ILLINOIS TOLLWAY'S USACE requirements; and

WHEREAS, the ILLINOIS TOLLWAY and the DISTRICT by this instrument intend to determine and establish their respective responsibilities toward engineering, right of way

acquisition, utility relocation, construction, funding, maintenance, monitoring and reporting 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 DISTRICT by virtue of its powers as set forth in the "Downstate Forest Preserve District Act" 70 ILCS 805/0.001 *et seq.* (West 2012) 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 of 1970 and the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et seq.* (West 2012).

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

## **I. ENGINEERING**

- A. The DISTRICT agrees to perform design engineering with its selected design engineering firm and prepare the final plans and specifications for the PROJECT, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated. During and upon completion of the design and preparation of the plans and specifications, the DISTRICT shall submit the plans and specifications to the ILLINOIS TOLLWAY for its review, comment, approval and/or disapproval.
- B. The ILLINOIS TOLLWAY shall review the plans and specifications within thirty (30) calendar days of receipt thereof. Approval by the ILLINOIS TOLLWAY shall mean the ILLINOIS TOLLWAY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements. In the event of disapproval, the ILLINOIS TOLLWAY will detail in writing its objections to the proposed plans and specifications for review and consideration by the DISTRICT.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section VIII of this AGREEMENT.
- D. A record copy of the final approved plans and specifications for the PROJECT shall be promptly delivered to the ILLINOIS TOLLWAY by the DISTRICT.
- E. The ILLINOIS TOLLWAY shall fulfill the USACE requirements for wetlands and waters mitigation.
- F. The DISTRICT agrees to assume the overall PROJECT responsibility, including assuring that all permits including, but not limited to the following: DuPage County Stormwater, Illinois Department of Natural Resources-Office of Water Resources, Kane-DuPage Soil and Water Conservation District, IEPA-NPDES, Illinois Historical Preservation Agency,

Kane-DuPage Water Conservation District, (collectively referred to as “REGULATORY AGENCIES”), and joint participation and entering into 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.

- G. The PARTIES 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 and performed as part of and for the PROJECT.

## **II. RIGHT OF WAY**

- A. The acquisition or transfer of permanent right of way interests is not required from the DISTRICT for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in the DISTRICT’s right of way or of the ILLINOIS TOLLWAY’s right of way.

## **III. UTILITY RELOCATION**

- A. The DISTRICT agrees to make arrangements for and secure all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing DISTRICT rights of way.

## **IV. CONSTRUCTION**

- A. The DISTRICT shall advertise and receive bids, obtain ILLINOIS TOLLWAY concurrence as to the amount of bids (for work to be funded wholly or partially by the ILLINOIS TOLLWAY before award), award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.
- B. The DISTRICT, upon concurrence from the ILLINOIS TOLLWAY, may elect to perform all or a portion of the PROJECT in accordance with the approved plans and specifications, using its own resources and staff, subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.
- C. After award of the construction contract(s), or approval of the plans and specifications by the ILLINOIS TOLLWAY, any proposed deviations from the plans and specifications that affect the ILLINOIS TOLLWAY shall be submitted by the DISTRICT to the ILLINOIS TOLLWAY for written approval prior to commencing such work. The ILLINOIS TOLLWAY shall review the proposed deviations within thirty (30) days of receipt and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the ILLINOIS TOLLWAY

shall detail in writing its specific objections. Any increase in costs resulting from changes to the plans and specifications requested by and for the benefit of the ILLINOIS TOLLWAY shall be the responsibility of the ILLINOIS TOLLWAY.

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

2. Business Automobile Liability – Covering owned hired and non-owned vehicles and includes any required uninsured and underinsured insurance coverage for all operators. Policy coverage shall be on the latest filed ISO occurrence form (or a substitute form providing equivalent protection).
  3. Workers’ Compensation Insurance - As required by the Workers’ Compensation Act of the State of Illinois. Contractor may use a Self-Insured plan if the plan is approved by the State of Illinois and certified by the Illinois Workers’ Compensation Commission.
  4. Excess/Umbrella Liability – To apply over the limits and coverage provided through Commercial General Liability, Business Automobile Liability and Employers Liability Insurance. Coverage shall include drop-down provisions if the underlying coverage is exhausted.
  5. Limits of Liability – Limits of liability will be provided for the following provisions, minimum limit requirements shown may be fulfilled with those indicated or the higher limits carried by the Contractor.
  6. Commercial General Liability – Limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual general aggregate. The general aggregate limit shall be endorsed on a per project basis. Products completed operations coverage will be maintained by the Contractor for a minimum of two (2) years following acceptance of work.
  7. Business Automobile Liability: Limit liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage per accident.
- I. Worker’s Compensation.
1. Statutory Limits.
    - a. Employers Liability of \$1,000,000 per accident, per disease, including voluntary compensation and where applicable, United States Longshoreman and Harbor Workers.
    - b. Excess/Umbrella Liability – In addition to the limits of coverage specified in (1), (2) and (30) above, not less than \$5,000,000 per occurrence and annual aggregate per project will be maintained by the Contractor.
    - c. Worker’s Compensation and Employers Liability: Statutory Limits with Employers Liability limit of \$500,000 per occurrence.
- J. The ILLINOIS TOLLWAY shall be named “Additional Insured” for the commercial general liability and automobile liability coverage. This coverage shall be primary for the

Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess.

- K. All deductibles or self-insured retentions must be declared and any self-insured retention in excess of \$50,000 must be approved and accepted by the ILLINOIS TOLLWAY. Evidence of insurance shall be provided for review by the ILLINOIS TOLLWAY and shall include originals of the applicable “additional insured” endorsements for approval of the ILLINOIS TOLLWAY. Any failure by the ILLINOIS TOLLWAY to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.
- L. In the event the DISTRICT implements all or a portion of the PROJECT in accordance with the approved plans and specifications, using its own resources and staff, the DISTRICT agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from any and all claims including, but not limited to those for death, injuries and damages to persons or property relating to the construction of the PROJECT. Nothing in this AGREEMENT shall be interpreted to waive, release or compromise the DISTRICT’s or the ILLINOIS TOLLWAY’s statutory or common law privileges and/or immunities: all such privileges and immunities being fully reserved by the PARTIES. There are no third party beneficiaries of this AGREEMENT.
- M. The ILLINOIS TOLLWAY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY shall assign personnel to perform inspections on behalf of the ILLINOIS TOLLWAY of all work included in the PROJECT that affects the ILLINOIS TOLLWAY, and will deliver written notices to the Director of the Office of Natural Resources of the DISTRICT advising the DISTRICT as to the identity of the individual(s) assigned to perform said inspections.
- N. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VIII of this AGREEMENT.
- O. No inspections or approvals by the ILLINOIS TOLLWAY or its employees, officers or agents shall relieve the DISTRICT's contractor(s) of responsibility and liability for the proper performance of the work as determined by the ILLINOIS TOLLWAY. DISTRICT inspections and approvals shall not be considered a waiver of any right the ILLINOIS TOLLWAY may have at law or pursuant to this AGREEMENT. All ILLINOIS TOLLWAY communications and correspondence with the DISTRICT's contractor(s) or relating to a contract shall be through the DISTRICT, unless otherwise specifically directed by the DISTRICT. In the event an ILLINOIS TOLLWAY representative discovers ILLINOIS TOLLWAY related work that is not being performed or has not been performed in accordance with the approved plans and specifications, the representative shall promptly notify in writing the DISTRICT or the DISTRICT's duly designated representative.

- P. The DISTRICT shall give notice to the ILLINOIS TOLLWAY upon completion of 70% and 100% of all PROJECT construction contracts contemplated to satisfy the USACE requirements to be subsequently maintained by the DISTRICT, and the ILLINOIS TOLLWAY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. At the request of the ILLINOIS TOLLWAY, the DISTRICT's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the ILLINOIS TOLLWAY's representative shall give immediate verbal notice to the DISTRICT's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Director of the Office of Natural Resources of the DISTRICT. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The ILLINOIS TOLLWAY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the DISTRICT that the deficiencies have been remedied.

## V. FINANCIAL

- A. Except as otherwise identified herein, the DISTRICT agrees to pay all PROJECT related engineering, construction engineering, construction, maintenance, monitoring and reporting costs subject to reimbursement by the ILLINOIS TOLLWAY as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES, that the estimated cost to the ILLINOIS TOLLWAY for completion of the entire PROJECT is Eleven Million One-Hundred Eighty Eight Thousand Seven Hundred Dollars, (\$11,188,700), as shown on the attached "EXHIBIT B".
- C. The ILLINOIS TOLLWAY agrees that upon DISTRICT award of a professional services contract for the design engineering and permitting of the PROJECT and receipt of a detailed invoice from the DISTRICT, the ILLINOIS TOLLWAY will pay to the DISTRICT in a lump sum an amount equal to 100% of the DISTRICT's professional engineering services contract costs toward design engineering and permitting based on the accepted contract scope of work. The ILLINOIS TOLLWAY further agrees that upon award of the construction contract for the PROJECT and receipt of a detailed invoice from the DISTRICT, the ILLINOIS TOLLWAY will pay to the DISTRICT in a lump sum amount equal to 50% of its construction contract(s) obligation toward construction costs based upon actual bid prices. Once the lump sum has been expended, the ILLINOIS TOLLWAY will reimburse the DISTRICT on a quarterly basis upon receipt of a detailed invoice, based upon actual final construction costs. In the event the construction contract(s) costs exceed the estimated ILLINOIS TOLLWAY obligations as specified in EXHIBIT B, said excess construction contract(s) costs greater than 110% shall be cause for an Amendment prior to payment of said excess costs. Following construction, the ILLINOIS TOLLWAY will reimburse the DISTRICT on an annual basis for all maintenance costs incurred for the PROJECT until all performance standards have been achieved and regulatory sign-off is received from all REGULATORY

AGENCIES. Additionally, the ILLINOIS TOLLWAY agrees that upon DISTRICT award of a professional services contract for monitoring and reporting of the PROJECT and receipt of a detailed invoice from the DISTRICT, the ILLINOIS TOLLWAY will pay to the DISTRICT an amount equal to one year of monitoring and reporting costs for the work to be incurred, on an annual basis for the term of this AGREEMENT, until all performance standards have been achieved and regulatory sign-off is received from all REGULATORY AGENCIES.

- D. Either the DISTRICT or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the DISTRICT, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The DISTRICT 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 TOLLWAY if requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.
- E. If all reasonable efforts have been made, demonstrated and exhausted, including Adaptive Management procedures set forth by the REGULATORY AGENCIES, by the DISTRICT to achieve the performance standards established USACE requirements and those performance standards are not achieved within a 7 year timeframe, post construction completion, the ILLINOIS TOLLWAY and the DISTRICT shall negotiate a scope of work to be completed by the DISTRICT and/or its contractor(s) to achieve the performance standards. If not the result of the DISTRICT or its contractors' negligence, recklessness or malfeasance, the TOLLWAY will fund the negotiated scope of work to achieve the regulatory performance standards.

## **VI. MAINTENANCE - DEFINITIONS**

- A. As used herein, the terms "maintenance" or "maintain" mean keeping the project 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.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. It is understood and agreed by the PARTIES that the DISTRICT shall retain jurisdiction and responsibilities for the SITE.
- B. The DISTRICT agrees to maintain, or cause to maintain, the PROJECT in its entirety until the REGULATORY AGENCIES have accepted the PROJECT as having fulfilled the USACE requirements, estimated to be seven (7) years following completion of construction.

- C. As part of the DISTRICT's maintenance, monitoring and reporting obligations, the DISTRICT shall submit annual reports to the ILLINOIS TOLLWAY for the agreed upon term as identified in Section VII., Paragraph B. concerning the progress of the PROJECT, the work performed, and the condition of the SITE based on surveillance work.
- D. 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.
- E. In the event the DISTRICT fails to maintain the SITE and demonstrate all reasonable efforts to maintain the SITE have been made and exhausted, including Adaptive Management procedures set forth by the REGULATORY AGENCIES, or the DISTRICT has breached this AGREEMENT in violation of the duties owed to the ILLINOIS TOLLWAY and required by REGULATORY AGENCIES' permit within the estimated seven (7) year timeframe, the DISTRICT shall be obligated to further fund, correct, maintain, monitor and report until such time the ILLINOIS TOLLWAY's PERMIT requirements are satisfied at the SITE, at no additional cost to the ILLINOIS TOLLWAY.

## **VIII. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Forest Preserve District of DuPage County and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by either the DISTRICT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between the DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Executive Director of the DISTRICT shall meet and resolve the issue. Each may have assistants as they designate attend any such meeting to facilitate understanding of the dispute and resolution of the same.



from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

- N. The DISTRICT certifies that neither the DISTRICT nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- O. The DISTRICT certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the ILLINOIS TOLLWAY under this AGREEMENT have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- P. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that are less than the small purchase threshold amount established by the Illinois Procurement Code Rules, the DISTRICT shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds that are more than the small purchase threshold amount established by the Illinois Procurement Code Rules will require the DISTRICT to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the DISTRICT, the procedures of the ILLINOIS TOLLWAY will be used. The DISTRICT may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the ILLINOIS TOLLWAY authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate. The preceding paragraph updates and replaces the following paragraph.
- Q. The DISTRICT agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the DISTRICT under the AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT. The DISTRICT further agrees 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.
- R. The DISTRICT also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The DISTRICT will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and

making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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

**THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY**

By: \_\_\_\_\_

Joseph Cantore  
President

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_

Elizabeth Gorman  
Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

Michael Colsch  
Chief Financial Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Elizabeth M.S. Oplawski  
Acting General Counsel

Date: \_\_\_\_\_

Approved as to Form and Constitutionality

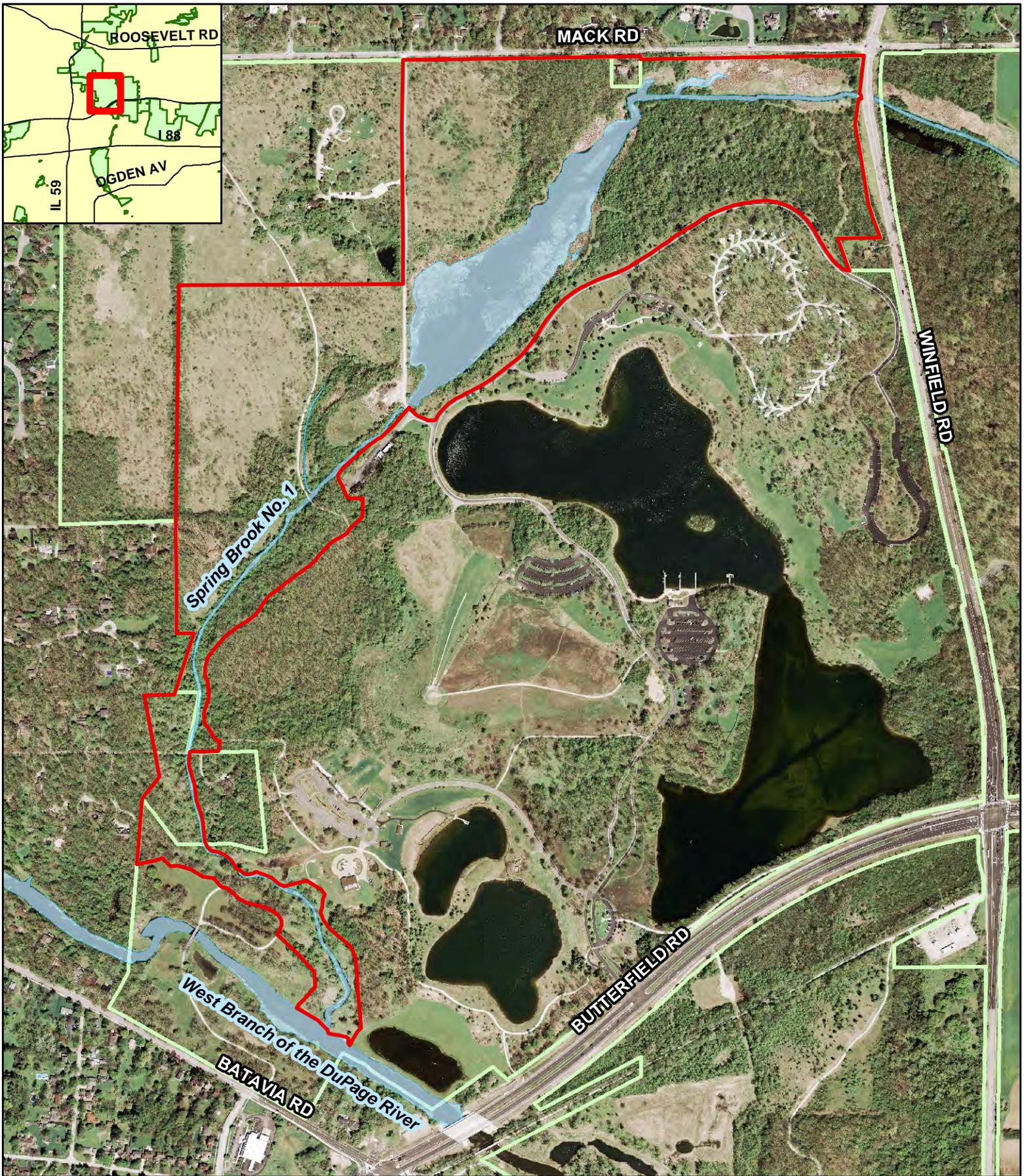
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Tiffany B. Schafer, Senior Assistant Attorney General, State of Illinois

Spring Brook No. 1 Creek and wetlands restoration Phase II and Phase III Cost estimate

3/22/2018

IGA - Illinois Tollway-FPDDC Spring Brook Waters & Wetland Restoration - Exhibit B

Phase II		
Construction Cost		\$7,787,000
Construction Contingency @ 10%		\$778,700
	District Design Engineering	\$108,000
	Authority Coordination and Mitigation Doc.	\$50,000
	IDNR required CLOMR	\$18,000
	Phase II Monitoring per USACE	\$50,000
	Phase II Construction consultation (2-bridges oversight, 200-hours consult, survey verification)	\$70,000
Total Cost Phase II		\$8,861,700
Phase III		
Construction, design, permitting, construction engineering, monitoring Phase III		
	In-stream restoration/enhancement	\$1,014,000
	Bridge replacement	\$220,000
	Tile Survey	\$30,000
	Raparian enhancement and maintenance	\$575,000
	Total	\$1,839,000
	Phase III Design Engineering, Permitting and Permit fees	\$144,000
	Phase III Incremental additional Construction consultation and monitoring (1-bridge, 80-hours consultation, additional monitoring coverage)	\$44,000
Phase III overall Contingency		\$300,000
Total cost Phase III		\$2,327,000
Total Cost Phases II and III		\$11,188,700



**EXHIBIT A**

**Spring Brook No. 1 Creek  
and Wetland Restoration**

Blackwell Forest Preserve

 Forest Preserve Boundary

 Project Boundary



Created: 2/2018      Aerial: 2014