

RESOLUTION NO. 20950

Background

It is necessary and in the best interest of the Illinois State Toll Highway Authority ("Tollway") to obtain and continue to accept credit card and other types of payment for its I-Pass, violation and other programs.

In 2011, a Request for Proposals was issued for merchant card processing. Pursuant to Resolution No. 19400, the Tollway Board awarded a contract to Fifth Third Processing Solutions (now Vantiv, LLC) for a period of three years with two one-year renewal options. This contract will expire on November 30, 2016.

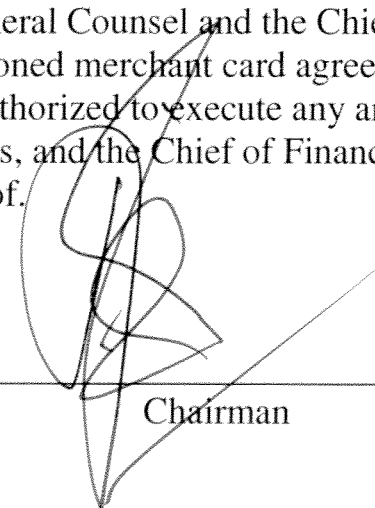
The Tollway is scheduled to go live with its new I-PASS and violation back-end system in mid-year 2016, likely only a few months before expiration of the current Vantiv contract. To ensure successful credit and debit card processing for Tollway customers during a transition to new key business systems, management considers it important to have a consistent merchant card processor before, and for a period after, the go-live date.

Resolution

To ensure continuity in the processing of merchant cards, it is necessary and in the best interest of the Tollway to award a contract to Vantiv, LLC., for the period of December 1, 2016 through May 31, 2018, in an amount not to exceed \$32,000,000.

The General Counsel and the Chief of Finance are authorized to negotiate the aforementioned merchant card agreement, the Chairman and Executive Director are authorized to execute any and all documents necessary to effectuate said agreements, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____
Chairman



RESOLUTION NO. 20951

Background

It is necessary and desirable for The Illinois State Toll Highway Authority (“Tollway”) to retain certain financial firms to provide, on an as-needed basis, underwriting services for new bond issues. Pursuant to competitive procurement process RFP#12-0045, on August 23, 2012, the Tollway approved Resolution No. 19747, as amended by Resolution No. 19763 on September 27, 2012, authorizing the selection of:

- (i) certain financial firms, currently consisting of fourteen firms, to serve on an as-needed basis as determined by the Tollway, as senior managing underwriter, co-senior managing underwriter, and/or remarketing agent (the “Senior Pool”); and
- (ii) certain financial firms, currently consisting of fifteen firms, to serve on an as-needed basis as determined by the Tollway as co-managing underwriter (the “Co-Manager Pool”).

Pursuant to Resolution No. 20816 on September 24, 2015, the Tollway extended the underlying contracts of the firms in the Senior Pool, and renewed approval for utilizing firms in the Senior Pool and the Co-Manager Pool, as needed, on given Tollway financing transactions.

It is necessary and desirable for the Tollway to periodically authorize the assignment of underwriting groups to Tollway bond issues from among firms in the Senior Pool and Co-Manager Pool.

On August 25, 2011, the Tollway adopted Resolution No. 19480 approving a \$12 billion capital plan for the Tollway System, named “Move Illinois: The Illinois Tollway Driving the Future,” to finance capital needs of the existing Tollway System and to finance certain expansions of the Tollway System intended to improve regional mobility (the “Move Illinois Program”).

On September 24, 2015, the Tollway approved Resolution No. 20815 authorizing the issuance and delivery of 2015/2016 New Money Bonds, as defined in such Resolution No. 20815, in a maximum aggregate principal amount of \$800 million for the purpose of paying costs of the Move Illinois Program. As so

RESOLUTION NO. 20951

continued – Background

authorized, on December 17, 2015, the Tollway issued its Toll Highway Senior Revenue Bonds, 2015 Series B, in the aggregate principal amount of \$400 million, reducing the unused authorization to issue 2015/2016 New Money Bonds from \$800 million to \$400 million. The Tollway has determined that it is advisable, necessary and in the best interests of the Tollway to:

- (i) appoint members from the Senior Pool and the Co-Manager Pool to roles in anticipated Tollway financing transactions, and
- (ii) increase authorization to issue 2015/2016 New Money Bonds by \$300 million beyond the remaining authorization under Resolution No. 20815 from \$400 million to \$700 million.

Resolution

The following underwriting group assignments are authorized for the Tollway's next two anticipated bond issues. Per pricing established in connection with procurement process RFP#12-0045, underwriting takedowns shall not exceed \$2.50 per \$1,000 par amount of bonds underwritten.

Underwriting Group for Next Bond Issue: Piper Jaffray & Co. and Morgan Stanley & Co. LLC as senior managing underwriters representing an underwriting group consisting of themselves and co-senior managing underwriters Goldman, Sachs & Co. and Samuel A. Ramirez & Co., Inc., and co-managing underwriters Cabrera Capital Markets, LLC, Fifth Third Securities, Inc., Oppenheimer & Co. Inc., Rice Securities, LLC, Stifel Nicolaus & Company, Inc., and The Williams Capital Group, L.P..

Underwriting Group for Following Bond Issue: Loop Capital Markets LLC and Jefferies & Company, Inc., as senior managing underwriters representing an underwriting group consisting of themselves and co-senior managing underwriters Merrill Lynch Pierce Fenner & Smith Incorporated and Citigroup Global Markets Inc., and co-managing underwriters Duncan-

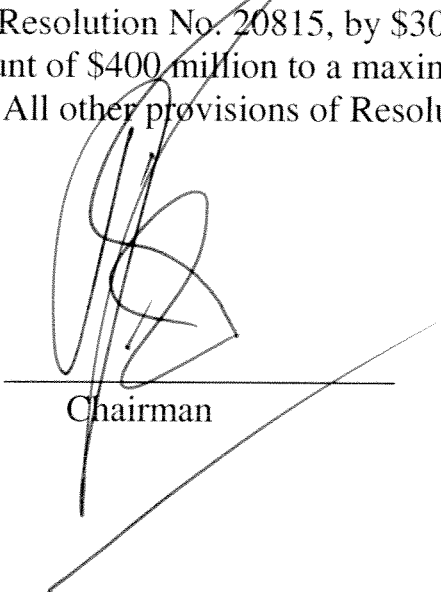
RESOLUTION NO. 20951

continued – Resolution

Williams, Inc., George K. Baum & Company, Janney Montgomery Scott LLC, KeyBanc Capital Markets Inc., Mesirow Financial, Inc., and Robert W. Baird & Co. Incorporated.

The Tollway hereby increases the remaining authorization for the maximum aggregate principal amount of 2015/2016 New Money Bonds, as originally authorized by Resolution No. 20815, by \$300 million, from a maximum aggregate principal amount of \$400 million to a maximum aggregate principal amount of \$700 million. All other provisions of Resolution No. 20815 remain in full force and effect.

Approved by:



Chairman

RESOLUTION NO. 20952

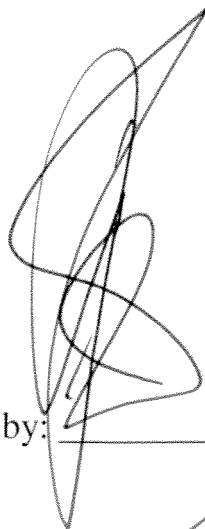
Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Police Pursuit Vehicles through the Central Management Services ("CMS") master contract with Morrow Brothers Ford, Inc. (Tollway Contract No. 16-0015) for an upper limit of compensation not to exceed \$324,475.00. 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 Pursuit Vehicles from Morrow Brothers Ford, Inc. (Tollway Contract No. 16-0015) is approved in an amount not to exceed \$324,475.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 20953


Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Off-Road Equipment. Pursuant to the Tollway's Invitation for Bids No. 14-0095, the Tollway has determined that McCann Industries, Inc. and Atlas Bobcat LLC are the lowest responsible bidders for Off-Road Equipment for an aggregate upper limit of compensation not to exceed \$1,031,906.40.

Resolution

The bids from McCann Industries, Inc. and Atlas Bobcat LLC for the purchase of Off-Road Equipment are accepted. An award to each of the foregoing entities, under Contract No. 14-0095, is approved in an aggregate total award amount not to exceed \$1,031,906.40. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:


Chairman


RESOLUTION NO. 20954

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Tripwire Software, Licenses, Maintenance, Support, and Services. Pursuant to the Tollway's Invitation for Bids No. 15-0147, the Tollway has determined that Alert IT Solutions, Inc. is the lowest responsible bidder for Tripwire Software, Licenses, Maintenance, Support, and Services for an upper limit of compensation not to exceed \$412,656.20.

Resolution

The bid from Alert IT Solutions, Inc. for the purchase of Tripwire Software, Licenses, Maintenance, Support, and Services is accepted. Contract No. 15-0147 is approved in an amount not to exceed \$412,656.20. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: 

Chairman

RESOLUTION NO. 20955

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Luminaires and Components. Pursuant to the Tollway's Invitation for Bids No. 14-0103, the Tollway has determined that Everlights, Inc. is the lowest responsible bidder for Luminaires and Components for an upper limit of compensation not to exceed \$367,271.00.

Resolution

The bid from Everlights, Inc. for the purchase of Luminaires and Components is accepted. Contract No. 14-0103 is approved in an amount not to exceed \$367,271.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20956

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Equipment Trailers. Pursuant to the Tollway's Invitation for Bids No. 14-0093, the Tollway has determined that Chicago United Industries, Ltd. is the lowest responsible bidder for Equipment Trailers for an upper limit of compensation not to exceed \$237,780.00.

Resolution

The bid from Chicago United Industries, Ltd. for the purchase of Equipment Trailers is accepted. Contract No. 14-0093 is approved in an amount not to exceed \$237,780.00. As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20957

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Walk-Behind Concrete Saws. Pursuant to the Tollway's Invitation for Bids No. 13-0100R, the Tollway has determined that Schaaf Equipment Co., Inc. is the lowest responsible bidder for Walk-Behind Concrete Saws for an upper limit of compensation not to exceed \$155,500.00.

Resolution

The bid from Schaaf Equipment Co., Inc. for the purchase of Walk-Behind Concrete Saws is accepted. Contract No. 13-0100R is approved in an amount not to exceed \$155,500.00. 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 General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20958

Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased Wood Sign Posts (Contract No. 13-0039RR) from Shoop & Sons. 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 \$50,000.00 for the purchase of additional Wood Sign Posts.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 13-0039RR for the purchase of additional Wood Sign Posts from Shoop & Sons is approved in an amount not to exceed \$50,000.00 (increase from \$48,022.50 to \$98,022.50). 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 General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20959

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-15-9185 for North Parking Lot Improvements at the Tollway Central Administration Building. The lowest responsible bidder on Contract No. RR-15-9185 is CCC Holdings, Inc. (dba Chicago Commercial Construction) in the amount of \$940,741.40.

Resolution

Contract No. RR-15-9185 is awarded to CCC Holdings, Inc. (dba Chicago Commercial Construction) in the amount of \$940,741.40, 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 General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

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

Approved by: _____

Chairman

RESOLUTION NO. 20960

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-15-4234 for Inside Roadway Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 65.5 (Roselle Road) to Milepost 68.1 (I-290/IL-53). The lowest responsible bidder on Contract No. I-15-4234 is Walsh Construction Company II LLC in the amount of \$27,197,286.33.


Resolution

Contract No. I-15-4234 is awarded to Walsh Construction Company II LLC in the amount of \$27,197,286.33, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____


Chairman

RESOLUTION NO. 20961

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-15-4245 for Landscaping Improvements and Genoa Road Detention Pond on the Jane Addams Memorial Tollway (I-90) from Milepost 20.75 (west of Irene Road) to Milepost 51.00 (west of Randall Road). The lowest responsible bidder on Contract No. I-15-4245 is Foundation Mechanics, LLC in the amount of \$1,580,422.00.

Resolution

Contract No. I-15-4245 is awarded to Foundation Mechanics, LLC in the amount of \$1,580,422.00, 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 General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

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

Approved by: _____

Chairman

RESOLUTION NO. 20962

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-15-4664 for Detention Basin Improvements and Pump Station Installation on the Elgin O'Hare Western Access (IL-390) from Milepost 10.5 (Plum Grove Road) to Milepost 10.8 (west of Meacham Rd.). The lowest responsible bidder on Contract No. I-15-4664 is Rausch Infrastructure, LLC in the amount of \$1,397,341.00.


Resolution

Contract No. I-15-4664 is awarded to Rausch Infrastructure, LLC in the amount of \$1,397,341.00, 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 General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

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

Approved by: _____


Chairman

RESOLUTION NO. 20963

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-15-9186 for Systemwide Plaza HVAC Repairs on the Tri-State Tollway (I-294) at Plazas 32, 35, 41; Jane Addams Memorial Tollway (I-90) at Plazas 4, 8, 10, 12 14, 18, 31; and Veterans Memorial Tollway (I-355) at Plaza 73. The lowest responsible bidder on Contract No. RR-15-9186 is Autumn Construction Services, Inc. in the amount of \$932,500.00.

Resolution

Contract No. RR-15-9186 is awarded to Autumn Construction Services, Inc. in the amount of \$932,500.00, 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 General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

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

Approved by: _____

Chairman

RESOLUTION NO. 20964

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-15-9187 for Central Administration Building Improvements at the Tollway Central Administration Building. The lowest responsible bidder on Contract No. RR-15-9187 is Pagoda Electric & Construction in the amount of \$1,379,000.00.

Resolution

Contract No. RR-15-9187 is awarded to Pagoda Electric & Construction in the amount of \$1,379,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____

Chairman

RESOLUTION NO. 20965

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-15-4244 for Drainage Structures Cleaning on the Tri-State Tollway (I-294) from Milepost 0.0 (I-94/I-394) to Milepost 17.6 (95th Street). The lowest responsible bidder on Contract No. RR-15-4244 is National Power Rodding Corporation in the amount of \$1,499,579.00.

Resolution

Contract No. RR-15-4244 is awarded to National Power Rodding Corporation in the amount of \$1,499,579.00, 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 General Counsel and the Chief of Finance is authorized to issue warrants in payment thereof.

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

Approved by: _____

Chairman

RESOLUTION NO. 20966

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-15-4243 for Drainage Structures Cleaning on the Veterans Memorial Tollway (I-355) from Milepost 0.00 (I-80) to Milepost 29.8 (Army Trail Road), and Reagan Memorial Tollway (I-88) from Milepost 131.3 (I-355) to Milepost 132.8 (south of Lacy Creek). The lowest responsible bidder on Contract No. RR-15-4243 is Sheridan Plumbing & Sewer, Inc. in the amount of \$5,403,088.35.

Resolution

Contract No. RR-15-4243 is awarded to Sheridan Plumbing & Sewer, Inc. in the amount of \$5,403,088.35, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____

Chairman

RESOLUTION NO. 20967

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract RR-15-9182 for Pavement Markings, Systemwide. The lowest responsible bidder on Contract No. RR-15-9182 is RoadSafe Traffic Systems, Inc. in the amount of \$850,000.00.

Resolution

Contract No. RR-15-9182 is awarded to RoadSafe Traffic Systems, Inc. in the amount of \$850,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by:

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

Chairman

RESOLUTION NO. 20968

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-13-5663 for Southbound Roadway Widening on the Veterans Memorial Tollway (I-355), Milepost 15.0 (south of 75th Street) to Milepost 16.7 (north of 71st Street). The lowest responsible bidder on Contract No. I-13-5663 is Judlau Contracting, Inc. in the amount of \$6,695,100.86.

Resolution

Contract No. I-13-5663 is awarded to Judlau Contracting, Inc. in the amount of \$6,695,100.86, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____

Chairman

RESOLUTION NO. 20969

Background

The Illinois State Toll Highway Authority ("Tollway") advertised for sealed bids on Contract I-15-4663 for Detention Pond, Pump Station, and Advanced Earthwork Construction on the Elgin O'Hare Western Access (EOWA) adjacent to Milepost 0.2 to Milepost 0.7. The lowest responsible bidder on Contract No. I-15-4663 is Lindahl Brothers, Inc. in the amount of \$9,423,010.78.

Resolution

Contract No. I-15-4663 is awarded to Lindahl Brothers, Inc. in the amount of \$9,423,010.78, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____

Chairman

RESOLUTION NO. 20970

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to obtain Design and Construction Management Services Upon Request, on the Elgin O'Hare Western Access (EOWA), on Contract No. I-15-4659. Wight & Company/GSG Consultants, Inc. (TM) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$6,500,000.00. The proposal is for professional services and the services were procured pursuant to 30 ILCS 500/30-15 of the Illinois Procurement Code.

Resolution

The Chief Engineer is authorized to negotiate an agreement with Wight & Company/GSG Consultants, Inc. (TM) to obtain Design and Construction Management services, for Contract No. I-15-4659, with an upper limit of compensation not to exceed \$6,500,000.00, subject to review and approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 20971

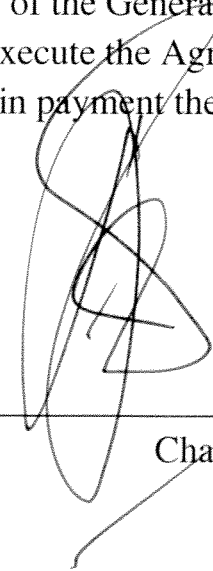
Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20040 approved July 25, 2013 entered into an Agreement with Hey and Associates, Inc. on Contract I-13-4612 for Construction Management Services for Wetland Mitigation on the Elgin O'Hare Western Access (EOWA).

Per Tollway request, Hey and Associates, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract I-13-4612, increasing the contract upper limit by \$200,000.00 from \$1,244,000.00 to \$1,444,000.00. It is necessary and in the best interest of the Tollway to accept the proposal from Hey and Associates, Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Hey and Associates, Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:  _____
Chairman

RESOLUTION NO. 20972

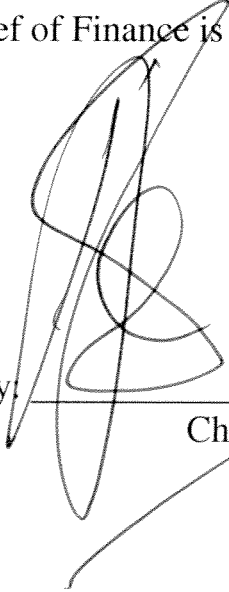
Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20249 approved on February 27, 2014 entered into an Agreement for Contract No. I-13-4168 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Roadway and Bridge Reconstruction on the Jane Addams Memorial Tollway (I-90) at Milepost 67.4 (Meacham Road). This Extra Work Order accelerates installation of drilled shafts in order to complete outside lanes in preparation for 2016 inside mainline roadway contracts.

Resolution

The Extra Work Order in the amount of \$240,000.00 and the associated increase in the upper limit of compensation on Contract No. I-13-4168 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by:


Chairman

RESOLUTION NO. 20973

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20539 approved on December 18, 2014 entered into an Agreement for Contract No. I-14-4206 with Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) for Outside Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 60.8 (Higgins Road) to Milepost 65.5 (Roselle Road). This Extra Work Order provides for cold weather protection for concrete pavement.

Resolution

The Extra Work Order in the amount of \$291,000.00 and the associated increase in the upper limit of compensation on Contract No. I-14-4206 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

Chairman

RESOLUTION NO. 20974

Background

The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20540 approved on December 18, 2014 entered into an Agreement for Contract No. I-14-4207 with Plote Construction, Inc. / Dunnet Bay Construction Co. (JV) for Outside Roadway and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 65.5 (Roselle Road) to Milepost 68.1 (I-290/IL-53). This Extra Work Order provides for cold weather protection for concrete pavement.

Resolution

The Extra Work Order in the amount of \$322,000.00 and the associated increase in the upper limit of compensation on Contract No. I-14-4207 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

Chairman

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RESOLUTION NO. 20975

Background

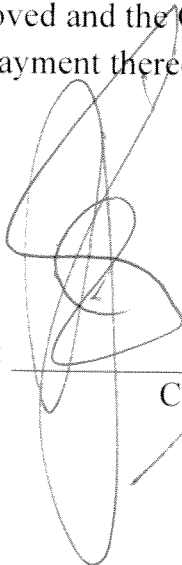
The Illinois State Toll Highway Authority ("Tollway"), pursuant to Resolution No. 20570 approved on January 29, 2015 entered into an Agreement for Contract No. I-14-4212 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Eastbound Roadway and Bridge Reconstruction and Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 76.6 (Mannheim Road) to Milepost 78.9 (Kennedy Expressway). These Change Order / Extra Work Orders provide for additional subgrade modification in the amount of \$605,041.00, revisions to fiber optic work in the amount of \$396,374.20, and additional pavement quantities in the amount of \$368,710.83.

Resolution

The Change Orders / Extra Work Orders in the amount of \$1,370,126.03 and the associated increase in the upper limit of compensation on Contract No. I-14-4212 is approved and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

Approved by: _____

Chairman

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long vertical stroke at the bottom.

RESOLUTION NO. 20976
AMENDING RESOLUTION NO. 20941

Background

Resolution 20894 amending Resolution 20227 amending Resolution 19882 amending Resolution 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 20941 amended Resolution 20863 amended Resolution 20836 amended Resolution 20772 amended Resolution 20712 amended Resolution 20652 amended Resolution 20586 amended Resolution 20493 amended Resolution 20445 amended Resolution 20395 amended Resolution 20368 amended Resolution 20340 amended Resolution 20317 amended Resolution 20273 and Resolution 20191 and Resolution 20157 and Resolution 20130 and Resolution 20086 and Resolution 20048 and Resolution 20018 and Resolution 19986 identified parcels that may need to be acquired by condemnation. Resolution 20941 must be amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1st Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20941 identifies added 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 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. 20976
AMENDING RESOLUTION NO. 20941

continued Resolution

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

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

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

2/25/16

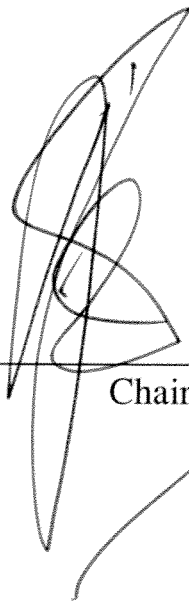
6.3/18

RESOLUTION NO. 20976
AMENDING RESOLUTION NO. 20941

continued - Resolution

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

2/25/16

6.3/18

RESOLUTION NO.
AMENDING RESOLUTION NO. 20941

continued - Resolution- Exhibit 'A'

PROJECT: I-11-4011- IDENTIFICATION OF PARCELS

ELMHURST INTERCHANGE AND EOWA

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

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

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

Elmhurst Road Interchange

PREVIOUSLY IDENTIFIED

PARCEL NUMBER

COOK COUNTY PIN NUMBER/OR DESCRIPTION

NW-7A-12-051

08-24-302-023

NW-7A-12-055

08-26-201-027

NW-7A-12-058

08-26-201-009

NW-7A-12-059

08-26-201-008

NW-7A-12-060

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

NW-7A-12-064

08-23-402-009

NW-7A-12-900

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

NW-7A-12-005

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

NW-7A-12-033

08-26-201-031

NW-7A-12-025

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

NW-7A-12-032

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

NW-7A-12-071

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

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

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

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

Elgin O'Hare Western Access

PREVIOUSLY IDENTIFIED

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

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

Elgin O'Hare Western Access PREVIOUSLY IDENTIFIED

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

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

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

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

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
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	03-13-406-001, 03-13-403-002, 03-13-509-003	DuPage
EO-1B-12-031	03-04-406-029, 03-04-406-030	DuPage
EO-1B-12-189	03-04-406-028	DuPage
EO-1B-12-928	THAT PART OF THOMAS DRIVE AS SHOWN ON THORNDALE DISTRIBUTION PARK IN BENSENVILLE, UNIT NO. 8, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R1987-006314 ON JANUARY 14, 1987 IN DUPAGE COUNTY, ILLINOIS	DuPage
WA-1D-12-004	12-19-400-078	Cook

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

Elgin O'Hare Western Access		PREVIOUSLY IDENTIFIED
Parcel	PIN NUMBER/OR DESCRIPTION	County
WA-1D-12-009	12-19-400-019, 12-19-400-063	Cook
WA-1D-12-046	03-13-509-003	DuPage
WA-1D-12-066	12-19-200-002, 12-18-501-001, 12-18-400-015-6001, 12-18-400-019, 12-18-201-015, 12-20-100-028	Cook
WA-2D-12-191	03-12-509-001	DuPage
WA-2D-12-195	03-01-509-002	DuPage
EO-1B-12-051	03-03-403-013	DuPage
TW-7-12-003	12-31-301-019	Cook
TW-7-12-026	03-36-206-040	DuPage
WA-1D-12-044	03-13-504-012	DuPage
WA-1D-12-068	12-18-400-014, 12-18-500-006	Cook
EO-1B-12-130	03-02-303-013	DuPage
NW-7A-12-088	08-36-100-004	Cook
NW-7A-12-089	08-36-100-005, 08-36-100-009	Cook
NW-7A-12-090	08-36-100-006	Cook
NW-7A-12-091	08-36-100-011	Cook
NW-7A-12-092	08-36-100-012	Cook
NW-7A-12-093	08-36-100-013	Cook
NW-7A-12-094	08-36-100-016	Cook
NW-7A-12-095	08-36-100-019	Cook
NW-7A-12-096	08-36-101-008	Cook
NW-7A-12-097	08-36-101-029, 08-36-101-030	Cook
NW-7A-12-100	08-36-101-023, 08-36-101-024, 08-36-101-028	Cook
NW-7A-12-102	08-36-102-002, 08-36-102-028, 08-36-102-029 08-36-102-030, 08-36-102-036, 08-36-102-037	Cook

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

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

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

Elgin O'Hare Western Access	PREVIOUSLY IDENTIFIED	
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
NW-7A-12-113	08-35-201-012, 08-26-410-006	Cook
WA-3D-12-054	08-36-201-011	Cook
WA-3D-12-079	09-30-300-051	Cook
WA-3D-12-080	09-30-300-050, 09-03-300-060	Cook
WA-3D-12-081	09-30-300-059	Cook

Elgin O'Hare Western Access	ADDED IDENTIFIED PARCELS	
<u>Parcel</u>	<u>PIN NUMBER/OR DESCRIPTION</u>	<u>County</u>
WA-1D-12-062	12-19-100-001, 12-19-100-035	Cook

RESOLUTION NO. 20977

Background

The Tollway intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39. In March of 2014, the Board of Directors authorized a cost sharing Intergovernmental Agreement (“IGA”) for the Roselle Road Bridge. However since 2014, the costs and project responsibilities have materially changed requiring the Board to revisit this matter. The Tollway is reconstructing the Roselle Road bridge over I-90. Cook County (“County”) is responsible for 90% of the Roselle Road bridge deck reconstruction costs. The County and Village of Schaumburg (“Village”) have also requested that a multi-use path be added to the bridge. The County will pay for 42% of the multi-use path costs and the Village will be responsible for the remaining 58% of the costs. Further, the Village has requested an upgrade to the bridge and retaining wall aesthetics, landscape enhancements, and that its water main and sanitary sewer be relocated, all such work being reimbursed by the Village to the Tollway. Finally, to complete the project the Tollway requires a real estate parcel (NW-6C-13-012) from the Village.

The total estimated cost to the County is \$9,518,909. The total estimated net cost to the Village is \$988,310. The original cost to the Village, before applying a \$317,500 credit for the real estate being transferred to the Tollway, was \$1,305,810.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Toll Highway Authority, the County of Cook, and the Village of Schaumburg 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 COUNTY OF COOK
AND
THE VILLAGE OF SCHAUMBURG**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____AD, 20____, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter referred to as the "ILLINOIS TOLLWAY"), the COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting by and through its COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (hereinafter referred to as the "COUNTY") and THE VILLAGE OF SCHAUMBURG, a municipal corporation of the State of Illinois, (hereinafter referred to as the "VILLAGE"), individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"); and

WHEREAS, the VILLAGE, the COUNTY and the ILLINOIS TOLLWAY have fully executed a Memorandum of Understanding ("MOU") dated August 28, 2013, as the basis for interagency cooperation in the construction of a full access interchange at I-90 and Roselle Road; and

WHEREAS, the ILLINOIS TOLLWAY, as part of its multiple corridor wide construction contracts, and in accordance with the ILLINOIS TOLLWAY's Interchange and Roadway Cost Sharing Policy dated October 2012, is reconstructing the Roselle Road Bridge over I-90, providing an eastbound exit ramp and a westbound entrance ramp to create a full access interchange included in ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-13-4166 (hereinafter referred to as the "PROJECT"), the PROJECT will include the following improvements:

The improvements to be constructed under this contract shall be performed along Roselle Road, over the Jane Addams Memorial ILLINOIS TOLLWAY (I-90) at Mile Post 65.5, and Central Road intersection approaches at Roselle Road in Cook County, Illinois. As

part of the ILLINOIS TOLLWAY's rehabilitation contract, a partial interchange will be constructed. A future contract will add new ramps. The Roselle Road improvements will occur in two (2) phases. Phase 1 will include reconstruction and realignment of the Roselle Road Bridge over I-90 and reconstruction of approximately 3,800 feet of Roselle Road wherever required by changes in the vertical profile or the horizontal alignment requires. The proposed structure is a two-span bridge, measuring 124'-2" out to out and 260'-4" back to back abutments. The alignment of the bridge and Roselle Road is altered within the PROJECT limits, shifting slightly east. Roselle Road shall be reconstructed to a point north of Central Road, which includes a realignment south of Central Road. North of the Central Road intersection, the transition from full width to existing conditions will be provided via widening and resurfacing on Roselle Road. The pavement for the reconstructed portion of Roselle Road will consist of 10 inches jointed plain concrete pavement and 12 inches of aggregate subgrade. The westbound exit ramp and eastbound entrance ramp will be reconstructed with new toll collection facilities being added on the eastbound ramp. A new eastbound exit ramp will be constructed at Roselle Road. Roselle Road will be widened and resurfaced, as necessary outside of the reconstruction limits. A second northbound left turn lane will be added at Hillcrest Boulevard. Roselle Road will be improved to provide three through traffic lanes in each direction with dual northbound left turn lanes, and single right turn lanes at Central Road. Central Road will be improved to incorporate the Roselle Road improvements through the radius returns on the east leg and where pavement returns to the existing alignment on the west legs. The existing 11' x 5' box culvert under Roselle Road, north of Central Road, shall be reconstructed, extended or replaced as necessary. Highway lighting shall be installed along Roselle Road from the eastbound ramps to Central Road. Traffic signal modernization will be required along Roselle Road at Hillcrest Boulevard, the I-90 entrance and exit ramps and at Central Road, installation of under-deck lighting, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, a separate Second Intergovernmental Agreement will be prepared in the future for Phase II improvements. Phase II will provide for the construction of a new westbound entrance ramp, and the reconstruction and widening of Central Road west of Roselle Road between the westbound entrance ramp and Roselle Road. A right turn lane from eastbound Central Road to the new westbound entrance ramp will be constructed. I-90 will be reconstructed. Further improvements will include traffic signal modernization along Central Road at the I-90 entrance ramp and at Ela Road; construction of retaining walls, installation of drainage structures and storm sewer, culvert reconstruction, temporary and permanent erosion control and landscaping devices, temporary and permanent lighting, temporary and permanent traffic signals, ramp construction, toll plaza construction, pavement marking and signage, installation of

guardrail, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, with respect to Phase I, the VILLAGE requests an upgrade to the Roselle Road Bridge and retaining wall aesthetics beyond what the ILLINOIS TOLLWAY is providing corridor wide. Specifically, the VILLAGE has requested landscaped enhancements within the Roselle Road medians, and that the VILLAGE's water main and sanitary sewer which is in conflict with the PROJECT be relocated as part of the PROJECT; and

WHEREAS, the VILLAGE may retain a consultant to oversee the VILLAGE's interests in the PROJECT. The construction engineering services shall include, but not be limited to: public contact including coordinating with businesses, handling motoring public requests and questions, attending coordination meetings with the contractor(s) and the ILLINOIS TOLLWAY's consultants, provide the VILLAGE with progress reports, traffic management, and administration of the AGREEMENT including review of cost participation; and

WHEREAS, the COUNTY requests a multi-use path on the west side approaches to the bridge in alignment with the path on the bridge; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the VILLAGE's request to upgrade the bridge and retaining wall aesthetics and relocate the VILLAGE's water main and sanitary sewer in conflict with the PROJECT onto right of way owned by the COUNTY; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the COUNTY's request to install a bike path on the west side of the bridge approaches; and

WHEREAS, the VILLAGE agrees to obtain from the COUNTY an approved permit for the water main and sanitary sewer to be located on COUNTY property, and to abide by all conditions set forth therein; 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 VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, is authorized to enter into this AGREEMENT; and

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform final design engineering, obtain necessary surveys, and prepare the final construction plans and specifications for the PROJECT, subject to reimbursement by the COUNTY and the VILLAGE as hereinafter stipulated.
- B. The COUNTY and the VILLAGE shall review the construction plans and specifications which impact their respective maintained highways within twenty-five (25) calendar days of receipt thereof. The plan submittals shall be at 60%, 90% and 100% completion levels. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY and/or the VILLAGE within this time period, the lack of response shall be deemed approval of the respective plans and specifications submittal. Approval by the COUNTY and the VILLAGE shall mean they agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact their maintained highways. In the event of disapproval, the COUNTY and/or the VILLAGE will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- C. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers,

Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

- E. The COUNTY and the VILLAGE shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by the COUNTY or the VILLAGE.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall, pursuant to the approved plans, perform all survey work, prepare all parcel plats and establish legal descriptions necessary to acquire all new right of way interests for the construction and future operation of the PROJECT. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its' written Policies and Procedures.
- B. For purposes of financial consideration, "Right-Of-Way Costs" incurred by the ILLINOIS TOLLWAY shall include the purchase price, court ordered judgments and final settlement amounts. Furthermore the expenses for title research, survey preparation, appraisal, negotiations, relocation, and court proceedings together with any other incidental expenses typically necessary to effectuate the acquisition of right-of-way shall be included into the final tally of "Right-Of-Way Cost" as addressed in SECTION V. of this AGREEMENT.
- C. The PARTIES agree to convey fee simple title, or any lesser property interest as may be required for the PROJECT, to each other for each land parcel(s) identified in this AGREEMENT. To effectuate the conveyance, Grantor shall execute and deliver a general warrantee deed in a form established by the ILLINOIS TOLLWAY. The financial consideration of this conveyance shall be used as a credit in accord with the "Right-Of-Way Cost" addressed in SECTION V. of this AGREEMENT. The total credit for this conveyance will be based upon the amount negotiated between the Parties.

- D. All land conveyances pursuant to this Agreement will be fully executed, tendered and accepted for recordation and all supporting documentation provided before issuance of final payments and before financial credit will be recognized pursuant to SECTION V. of this AGREEMENT.
- E. The VILLAGE agrees to convey Fee Simple for the full take of Parcel NW-6C-13-012 and accept credit towards the VILLAGE's financial obligations of \$317,500.00.
- F. Prior to the transfer of real property owned by the COUNTY and/or the VILLAGE, to advance the PROJECT and not delay any schedules, the COUNTY and/or the VILLAGE shall consent to, authorize and grant permission without reservation, and without the encumbrance of the permitting process, to the ILLINOIS TOLLWAY or its contractor, the use and entry onto all real property owned by the COUNTY and the VILLAGE that is required to construct the PROJECT. In addition, the COUNTY and/or the VILLAGE shall waive any contractor's surety bonding requirements. Approval shall not be unreasonably withheld by the COUNTY and/or the VILLAGE.
- G. All land conveyances pursuant to this Agreement will be fully executed, tendered and accepted for recordation and all supporting documentation provided before issuance of final payments and before financial credit will be recognized pursuant to SECTION V. of this AGREEMENT.
- H. Right of way costs shall include the purchase price thereof, as well as the costs of all survey work, parcel plats, legal descriptions, negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way for the PROJECT and will be split 55%, ILLINOIS TOLLWAY, and 45%, COUNTY, as shown on the Estimate of Cost Participation attached hereto as Exhibit A.

III. UTILITY RELOCATION

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

- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements: 1) to ILLINOIS TOLLWAY facilities where they cross COUNTY and VILLAGE highway rights of way; and 2) to COUNTY or VILLAGE facilities improved as part of the PROJECT.
- C. The COUNTY and the VILLAGE agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing COUNTY and/or VILLAGE rights of way, and on proposed COUNTY and VILLAGE rights of way where improvements to COUNTY and/or VILLAGE highways are proposed by the COUNTY and/or the VILLAGE to be done in conjunction with the PROJECT. The PARTIES agree that for any and all out of pocket costs the COUNTY and/or the VILLAGE may incur in causing the aforementioned utility or utilities to be adjusted, they will become PROJECT costs.
- D. At all locations where utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the COUNTY or the VILLAGE, the ILLINOIS TOLLWAY agrees to make arrangements with the applicable utility and issue all permits for the requisite adjustment(s). At all locations where the COUNTY's or VILLAGE's utilities are located on ILLINOIS TOLLWAY rights of way and must be adjusted due to work proposed by the COUNTY and/or the VILLAGE or due to work proposed by the ILLINOIS TOLLWAY, the COUNTY and/or the VILLAGE agree to obtain from the ILLINOIS TOLLWAY an approved permit for the facility, and to abide by all conditions set forth therein. The COUNTY and/or the VILLAGE agree to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.
- E. In the event that the work proposed by the COUNTY and/or the VILLAGE results in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, as shown on as built cable drawing, the COUNTY and/or the VILLAGE shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system. The COUNTY and the VILLAGE shall be notified of any conflicts prior to any adjustments or relocation and shall have the opportunity to discuss alternatives for resolution with the ILLINOIS TOLLWAY.

- F. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work proposed by the COUNTY and/or the VILLAGE, the COUNTY and/or the VILLAGE agree to mitigate the potential impacts of such changes, including bearing the costs, unless such expense is due to error or omission by ILLINOIS TOLLWAY staff, consultant or contractor. In the event the cost is related to infrastructure that is in VILLAGE or COUNTY right of way, the ILLINOIS TOLLWAY shall be responsible for those costs.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain the COUNTY and the VILLAGE's concurrence as to the amount of bids (for work to be funded wholly or partially by the COUNTY and/or 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 COUNTY and the VILLAGE as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the approved construction plans and specifications that affect the COUNTY and/or the VILLAGE shall be submitted to the COUNTY and/or the VILLAGE for approval prior to commencing such work. The COUNTY and/or the VILLAGE shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the COUNTY or the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY and/or the VILLAGE within fifteen (15) calendar days after delivery to the COUNTY and/or the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the COUNTY and/or the VILLAGE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the approved construction plans and specifications that affect the COUNTY and/or the VILLAGE, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days written notice to the COUNTY and the VILLAGE prior to commencement of work on the PROJECT.

- D. The COUNTY, the VILLAGE and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the COUNTY's and/or the VILLAGE's system. The COUNTY and the VILLAGE shall assign personnel to perform inspections on behalf of the COUNTY and the VILLAGE respectively of all work included in the PROJECT that affects the COUNTY's and/or the VILLAGE's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the COUNTY and the VILLAGE upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the COUNTY and/or the VILLAGE, and the COUNTY and the VILLAGE shall make an inspection thereof not later than thirty (30) calendar days after notice thereof. If the COUNTY or the VILLAGE does not perform a final inspection within thirty (30) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the COUNTY and/or the VILLAGE. At the request of the COUNTY and/or the VILLAGE, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event that said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY's or the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY and/or the VILLAGE shall perform such joint re-inspections within fifteen (15) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- G. The ILLINOIS TOLLWAY shall have the right and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard

Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2014, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications provided the VILLAGE and the COUNTY have been given the opportunity to review the proposed PROJECT scope change and to participate in the decision making process. The COUNTY and the VILLAGE shall be credited for any pre-payment made towards uncompleted work upon their next payment.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to be responsible for 100% of the cost of engineering, right of way, construction engineering and construction costs associated with the I-90 mainline contracts which include the in-kind reconstruction of the Roselle Road Bridge over I-90, minus the cost of the COUNTY's portion of the bridge deck or any cost participation towards new ramp related work. The ILLINOIS TOLLWAY shall be responsible for 50% of the incremental cost difference of additional work needed for the interchange.
- B. The COUNTY shall be responsible for 90% of the cost of the in kind bridge deck reconstruction of Roselle Road over I-90 (including 90% of the costs to widen the bridge deck to incorporate a multi-use path and any super and substructure widening for that path) with the ILLINOIS TOLLWAY being responsible for 5% and the VILLAGE being responsible for 5%; while additional work required for the addition of new access points will be split 50% ILLINOIS TOLLWAY, and 50% COUNTY and VILLAGE combined, in accordance with the ILLINOIS TOLLWAY's INTERCHANGE POLICY, and as shown on the Estimate of Cost Participation attached hereto as "TABLE A".
- C. The COUNTY further agrees to be responsible for 42% of the cost of engineering, construction engineering and construction costs of the multi-use path on the west side approaches to the bridge and the multi- use path on the bridge deck with the VILLAGE being responsible for 58%.
- D. The VILLAGE shall be responsible for 100% of the cost of engineering, construction engineering and construction costs of the upgrade to the bridge and retaining wall aesthetics beyond what the ILLINOIS TOLLWAY is providing corridor wide. The ILLINOIS TOLLWAY and the VILLAGE shall split the VILLAGE's water main and sanitary sewer relocation expenses 50/50 as part of the PROJECT.

- E. Funds expended by any of the PARTIES, including funds used for design engineering, land acquisition, utility relocation and construction necessary to complete new added access to the partial access interchange shall be deemed as a credit toward the PROJECT. The expenditure of funds must be tracked by the respective PARTY and shared with the PARTIES prior to reconciling the overall financial contribution of each PARTY.
- F. Additional work required for the addition of new access points will be split 50/50 between the ILLINOIS TOLLWAY and the local agencies, which include the COUNTY and the VILLAGE as shown on the attached Exhibit A. The ILLINOIS TOLLWAY's contribution toward the PROJECT will be in accordance with the ILLINOIS TOLLWAY's Interchange Policy which stipulates that toll rates and toll collection will recover the interchange expenses within a ten (10) year period.
- G. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and that construction engineering shall be computed as 10% of actual construction costs.
- H. A 1% credit based upon construction costs to the VILLAGE's construction engineering reimbursement to the ILLINOIS TOLLWAY, shall be given to the VILLAGE for the retention of a consultant for the purposes of aiding the ILLINOIS TOLLWAY, by providing community outreach during the construction of the PROJECT. The construction engineering services shall include, but not be limited to: public contact including coordinating with businesses, handling motoring public requests and questions, attending coordination meetings with the contractor(s), ILLINOIS TOLLWAY staff and consultants, and provide the VILLAGE with progress reports. This credit shall also be given to the VILLAGE in future Intergovernmental Agreements with the ILLINOIS TOLLWAY associated with the I-90 corridor.
- I. It is mutually agreed by the PARTIES hereto that the estimated cost to the COUNTY for construction costs is \$6,844,200.00; \$342,210.00 (5% of construction costs) for preliminary and design engineering; \$684,420.00 (10% of construction costs) for construction engineering; \$727,829.00 for right of way; and \$920,250.00 for utility relocations; for a total estimated cost of \$9,518,909.00.

- J. It is mutually agreed by the PARTIES hereto that the estimated cost to the VILLAGE for construction costs is \$1,145,450.00; \$57,270.00 (5% of construction costs) for preliminary and design engineering; \$103,090.00 (9% of construction costs) for construction engineering for a total estimated cost of \$1,305,810. The VILLAGE is receiving a 1% credit based upon construction costs to the VILLAGE's construction engineering.
- K. The VILLAGE shall transfer the property in accordance with Section II of this AGREEMENT. The VILLAGE's conveyance of Parcel NW-6C-13-012 is valued at \$317,500.00 which shall be used as a credit towards the VILLAGE's obligation of \$1,305,810.00, which leaves a balance of \$988,310.00 based on the current estimated cost to the VILLAGE.
- L. It is further agreed that notwithstanding the estimated cost, the COUNTY and the VILLAGE shall be responsible for the actual costs associated with the requested work described in the Recital section of this AGREEMENT.
- M. The VILLAGE agrees that upon execution of this AGREEMENT and upon receipt of an invoice from the ILLINOIS TOLLWAY, the VILLAGE will pay to the ILLINOIS TOLLWAY, an amount equal to 40% of the estimated cost of construction as outlined in Article V.K. in this AGREEMENT. The VILLAGE further agrees that it will pay to the ILLINOIS TOLLWAY, upon receipt of an invoice from the ILLINOIS TOLLWAY an amount equal to 40% on October 1, 2016 based upon the estimated cost of construction as outlined in Article V.K. in this AGREEMENT. The VILLAGE shall pay to the ILLINOIS TOLLWAY upon receipt of an invoice, subsequent to the completion of the PROJECT the remainder of its obligation in a lump sum, based on the actual quantities used and contract unit prices as awarded for the PROJECT. In the event that the total VILLAGE obligations exceed the estimated VILLAGE costs as specified in Article V.K. of this AGREEMENT, said costs shall be cause for an Amendment prior to payment of said excess costs.
- N. The COUNTY agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, the COUNTY will pay to the ILLINOIS TOLLWAY, an amount equal to 50% of its obligation incurred under this AGREEMENT, based upon actual bid prices. The COUNTY further agrees that it will pay to the ILLINOIS TOLLWAY upon receipt of an invoice from the ILLINOIS TOLLWAY subsequent to the completion of the PROJECT, the remainder of its obligation in a lump sum, based on the actual quantities used and the contract unit prices as awarded for the PROJECT. In the event that the

total COUNTY obligations exceed the estimated COUNTY costs as specified in Article V.I. of this AGREEMENT, said costs shall be cause for an Amendment prior to payment of said excess costs.

- O. The COUNTY and/or the VILLAGE may defer payment to the ILLINOIS TOLLWAY if PROJECT milestones are not reached in accordance with the contract completion dates as outlined in the PROJECT contract. At such time that PROJECT milestones are reached, the COUNTY and/or VILLAGE shall remit payment as specified in Article V.N. and V.M. respectively.
- P. The VILLAGE, the COUNTY, or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full and said cost shall be added to the respective PARTY's obligations under this AGREEMENT.
- Q. Property interests transferred by the COUNTY and/or VILLAGE and necessary for the PROJECT and subsequent ILLINOIS TOLLWAY operational needs shall be transferred to the ILLINOIS TOLLWAY for nominal consideration and in a form approved by the ILLINOIS TOLLWAY. The Fair Cash Market Value of such interests, as determined by a professional appraisal and as agreed to by both the COUNTY and/or VILLAGE and the ILLINOIS TOLLWAY, shall be considered a PROJECT cost and credited to the COUNTY's and/or the VILLAGE's overall PROJECT obligations. Any credits shall be applied towards the COUNTY and/or VILLAGE's next payment immediately following when the credit was incurred.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the VILLAGE and/or the COUNTY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the VILLAGE or the COUNTY.

- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 3. "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.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.

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

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

VII. MAINTENANCE - RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and the COUNTY shall retain jurisdiction and maintenance responsibilities for Roselle Road and the west leg of Central Road in their entirety. The PARTIES maintenance responsibilities are further detailed in the executed Intergovernmental Agreement dated December 28, 1983, incorporated herein by reference and attached as Exhibit B. The VILLAGE shall retain jurisdiction and maintenance of the east leg of Central Road. The VILLAGE shall be responsible for the maintenance of the sidewalks, street lighting with the exception of lighting on combination poles maintained by the COUNTY, multi-use path and walls or appurtenances built to separate vehicular traffic from pedestrian traffic built as part of this PROJECT, including on the Roselle Road Bridge. The VILLAGE shall also maintain the retaining wall aesthetics requested by the VILLAGE and the VILLAGE requested landscaped enhancements within the Roselle Road medians, and that of the VILLAGE's water main and sanitary sewer which is in conflict with the PROJECT and relocated as part of the PROJECT on Cook County right of way.
- B. The COUNTY agrees to maintain, or cause to maintain, along Roselle Road and the west leg of Central Road all facilities, and any and all fences, lighting on combination poles, roads, etc., except for the walls or appurtenances built to separate vehicular traffic from pedestrian traffic, sidewalks, and multi-use path maintained by the VILLAGE, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the COUNTY at their request, in its entirety. The VILLAGE agrees to maintain, or cause to be maintained along Roselle Road and the east leg of Central Road all facilities, and any and all decorative fences, walls or appurtenances built to separate vehicular traffic from pedestrian traffic, lighting, roads, and any other property within its jurisdiction, or any work the ILLINOIS TOLLWAY is including in the PROJECT for the VILLAGE at their request, in its entirety.
- C. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure Affected Roadway

Type 3 Roselle Road

D. The following is a reiteration and in accordance with the present Intergovernmental Agreement still in force between the PARTIES dated December 28, 1983:

1. Type 2 - COUNTY Roadway over ILLINOIS TOLLWAY Right of Way

a. The COUNTY has all maintenance responsibility as to the following:

i. All COUNTY right of way and COUNTY highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter, shoulders, guardrail, approach slabs, and approach embankments outside access control fences.

b. The COUNTY has all maintenance responsibility as to the following portions of the grade separation structure:

i. The wearing surface;

ii. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;

iii. Drainage facilities above structural beams and girders;

iv. The portion of street lighting on combination poles;

v. All COUNTY signals and signs;

vi. To the extent not addressed in other intergovernmental agreements to which the COUNTY is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;

vii. All drainage facilities carrying exclusively COUNTY drainage.

- c. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the COUNTY as set forth herein, including but not limited to the following:
 - i. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
 - ii. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
 - iii. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
 - iv. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
 - v. All underpass lighting.
- 2. Type 3 - Bridge Structure with a Partial or Complete Ramp Interchange System
 - a. The COUNTY and the ILLINOIS TOLLWAY shall have the same maintenance responsibilities for the grade separation structure as set forth above for "COUNTY Roadway over ILLINOIS TOLLWAY right of way".
 - b. At all bridge structures with a partial or complete interchange system; the COUNTY has all maintenance responsibility for the following:
 - i. All COUNTY right of way, highway roadway and highway turning lane facilities, including pavement, curb and gutter, barrier wall, pavement marking deceleration and acceleration merging lanes contiguous to the COUNTY highway pavement connecting the COUNTY highway roadway pavement with ILLINOIS TOLLWAY ramps;
 - ii. All grassed areas and embankments along COUNTY highway roadway, outside fences installed to protect the Toll Highway;

- iii. All traffic signals on the COUNTY highway and at the intersections between the COUNTY highway and the ramps to and from the Toll Highway, except as specified in Section VII. J. herein;
 - iv. All guardrails on the COUNTY right of way and highway roadway;
 - v. All drainage facilities on COUNTY highways, except for drainage structures under Toll Highway ramps;
 - vi. All lighting that is part of the combination poles on the COUNTY right of way and on areas of the intersection outside fences installed to protect the Toll Highway.
- c. The ILLINOIS TOLLWAY has all maintenance responsibility for all ramp facilities on Toll Highway right of way or inside fences installed to protect the Toll Highway, and all pavement, shoulders, curb and gutter, pavement marking and delineators of both entrance and exit ramps onto and from the Toll Highway as follows:
- i. At split diamond interchanges, or where ramps are signalized, the ILLINOIS TOLLWAY shall maintain ramps which intersect at approximately ninety (90) degrees to the COUNTY highway, as well as right turn exit ramps for which no acceleration merge lane has been developed, to the point of connections with the COUNTY's through traffic lanes;
 - ii. At all ramps onto and from the Toll Highway for which acceleration-deceleration merge lanes, collector-distributor roads or through lanes have been developed at the connection with COUNTY highway roadway, or which otherwise do not conform to the description in the paragraph above, the ILLINOIS TOLLWAY shall maintain ramps to a point of connection defined by a line drawn at a forty five (45) degree angle to the edge of pavement of the outside COUNTY highway roadway through traffic lane (or collector-distributor lane) passing through the nose (gore) of the ramp to its intersection with the outside edge of said ramp. When no acceleration-deceleration lane is incorporated in the interchange, the ILLINOIS TOLLWAY shall be responsible for the point of contiguity with the COUNTY's pavement;

- iii. All lighting installed on ILLINOIS TOLLWAY right of way or inside fences installed to protect the Toll Highway, for the purpose of illuminating the Toll Highway and ramps to and from the Toll Highway, except as otherwise specified elsewhere in this AGREEMENT;
 - iv. Sound walls installed by the ILLINOIS TOLLWAY on ILLINOIS TOLLWAY right of way or for the benefit of the ILLINOIS TOLLWAY and its patrons.
- E. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:
 - 1. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;
 - 2. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves).
- F. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current condition ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and the COUNTY will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to the COUNTY.
- G. In the event the COUNTY must perform maintenance of the superstructure, as required, the ILLINOIS TOLLWAY, after proper notice by the COUNTY, shall assist in the coordination of any required lane closures on I-90 to perform such maintenance work.

- H. 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.
- I. Signalization and pavement markings at the interchange, if any, will be under the control of the COUNTY. The PARTIES shall cooperate regarding signal timing and intersection operation such 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 COUNTY consents when required to the future interconnection of a Ramp Queue Detection/Warning System installed on Toll Highway exit ramps to both the temporary and permanent traffic signal system and will program the traffic signal option to give exit ramps priority to preclude exiting traffic from unnecessarily backing up onto ILLINOIS TOLLWAY mainline pavement.
- J. Upon acceptance of the traffic signal work included herein by the PARTIES hereto, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signal along Roselle Road at Central Road shall be proportioned as follows:

	MAINTENANCE	ELECTRICAL ENERGY
COUNTY Share	75%	75%
VILLAGE Share	25%	25%

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the COUNTY and the VILLAGE shall continue to maintain all portions of the PROJECT within the COUNTY's and/or the VILLAGE's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY and the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY and the VILLAGE, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

- C. The COUNTY and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.
- D. Nothing herein is intended to prevent or preclude the COUNTY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Schaumburg, the Cook County Department of Transportation and Highways and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES hereto, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The COUNTY shall retain jurisdiction of Roselle Road traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- D. Wherever in this AGREEMENT approval or review by the VILLAGE, the COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- F. In the event of a dispute between the VILLAGE, the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY, the Superintendent of Transportation and Highways of the COUNTY and the VILLAGE's Director of Transportation shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT, or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between the VILLAGE, the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the VILLAGE's and/or the COUNTY's requested work (utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for the VILLAGE's and/or the COUNTY's requested work, the Chief Engineer of the ILLINOIS TOLLWAY, the Superintendent of Transportation and Highways of the COUNTY, and the VILLAGE's Director of Transportation shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the VILLAGE's and/or the COUNTY's requested work, the decision of the Superintendent of Transportation and Highways of the COUNTY and the VILLAGE's Director of Transportation shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-2491861 and it is doing business as a governmental entity, whose mailing address is Village of Schaumburg, 101 Schaumburg Court, Schaumburg, Illinois 60193.
- J. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006541 and it is doing business as a governmental entity, whose mailing address is Cook County Department of Transportation and Highways, 69 West Washington Street, Room 2300, Chicago, Illinois 60602.

- K. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- L. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- M. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- N. The failure by the ILLINOIS TOLLWAY, the COUNTY or the VILLAGE 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, the COUNTY or the VILLAGE unless such provision is waived in writing.
- O. 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.
- P. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the COUNTY: The Cook County Department of
Transportation and Highways
69 West Washington Street, Room 2300
Chicago, Illinois 60602
Attn: Superintendent

To the VILLAGE:

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

- Q. The VILLAGE and the COUNTY agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY, and/or the COUNTY and/or the VILLAGE under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The COUNTY and the VILLAGE further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- R. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This space intentionally left blank)

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

THE VILLAGE OF SCHAUMBURG

By: _____
Al Larson, Village President

Attest: _____

Date: _____

(Please Print Name)

THE COUNTY OF COOK

By: _____
Toni Preckwinkle, President
Board of County Commissioners

Attest: _____
David Orr, County Clerk

Date: _____

(SEAL)

Approved as to Form:
Anita Alvarez, State's Attorney

Recommended for Execution

By: _____
Assistant State's Attorney

By: _____
John Yonan, P.E., Superintendent,
Department of Transportation and
Highways

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to Form and Constitutionality

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

IGA_Cook County Schaumburg_I-90 @ Roselle Rd.final.sef.4166.2

CONTRACT № I-13-4166 ROSELLE ROAD BRIDGE OVER I-90			TABLE A						
Estimate of Cost Participation			TOLLWAY		CCDTH		VILLAGE OF SCHAUMBURG		BASE COST (TOLLWAY)
#	Pay Item Categories	CONTRACT (DSE)	Cost	%	Cost	%	Cost	%	Cost
		Bridge Replacement							
1	All Roadway work excluding the following ¹¹ :	\$ 12,774,850.00	\$ 10,935,980.00	86%	\$ 1,609,280.00	13%	\$ 208,980.00	2%	\$ 8,384,591.00
1b	CCDTH requested Left Turn onto Hillcrest12	\$ 124,486.00			\$ 124,486.00	100%			
2a	Deck and Approach Slabs ¹⁰	\$ 1,364,241.20	\$ 69,640.30	5%	\$ 1,223,581.25	90%	\$ 71,019.65	5%	
2b	Substructure and Beams ¹⁰	\$ 4,432,448.40	\$ 4,227,371.05	95%	\$ 48,292.64	1%	\$ 156,784.71	4%	
3	Village of Schaumburg Requested Bridge Aesthetics ³	\$ 189,980.00	\$ 20,610.00	11%			\$ 169,370.00	89%	
4	Culvert Work	\$ 281,910.00	\$ 140,950.00	50%	\$ 140,950.00	50%			
5	Sidewalks and Multi-Use Paths ¹¹	\$ 47,880.00			\$ 20,100.00	42%	\$ 27,780.00	58%	
6	Roadway Lighting ₄	\$ 633,050.00	\$ 406,840.00	64%	\$ 24,370.00	4%	\$ 201,840.00	32%	\$ 382,463.00
7	Village of Schaumburg Water & Sanitary ¹³	\$ 164,540.00	\$ 82,270.00	50%			\$ 82,270.00	50%	
7b	138' of Watermain Casing Pipe from Contract I-14-4207	\$ 62,017.20					\$ 62,017.20		
8	Traffic Signal Work	\$ 1,152,290.00	\$ 556,950.00	48%	\$ 576,040.00	50%	\$ 19,298.00	2%	
8a	Village of Schaumburg Requested Emergency Vehicle Pre-emptive System ⁵ (Total Rolled in to line 8)						\$ 19,298.00		
8b	CCDTH Requested Traffic Signal Modernization 6 (Total Rolled in to line 8)				\$ 9,546.00				
9	Village of Schaumburg Requested Landscaping	\$ 146,090.00					\$ 146,090.00	100%	
10	Mobilization @ 6% of categories 1-9, 11	\$ 1,644,210.00	\$ 1,644,210.00	100%					
11	Roselle Ramp D	\$ 6,154,200.00	\$ 3,077,100.00	50%	\$ 3,077,100.00	50%			
TOTAL ESTIMATED VALUE		\$ 29,047,706.80	\$ 21,161,920.00	73%	\$ 6,844,200.00	24%	\$ 1,145,450.00	4%	
12	Preliminary and design engineering	\$ 1,452,390.00	\$ 1,058,100.00	5%	\$ 342,210.00	5%	\$ 57,270.00	5%	
13	Construction Engineering	\$ 2,903,700.00	\$ 2,116,190.00	10%	\$ 684,420.00	10%	\$ 103,090.00	9%	
ADJUSTED TOTAL		\$ 33,403,796.80	\$ 24,336,210.00	73%	\$ 7,870,830.00	24%	\$ 1,305,810.00	4%	
14	ROW	\$ 1,455,658.00	\$ 727,829.00	50%	\$ 727,829.00	50%	\$ (317,500.00)	0%	
ADJUSTED TOTAL		\$ 34,859,454.80	\$ 25,064,039.00	72%	\$ 8,598,659.00	25%	\$ 988,310.00	3%	
15	UTILITY RELOCATIONS	\$ 1,840,500.00	\$ 920,250.00	50%	\$ 920,250.00	50%	\$ -	0%	
FINAL ADJUSTED TOTAL		\$ 36,699,954.80	\$ 25,984,289.00	71%	\$ 9,518,909.00	26%	\$ 988,310.00	3%	

ROW COST PARTICIPATION				
PARCEL NO.	COST ⁹	TOLLWAY	COOK COUNTY	VOS
NW-6B-13-008	\$ 1	\$ 0.5	\$ 0.5	\$ -
NW-6B-13-014 ⁷	\$ 152,791	\$ 76,396	\$ 76,396	\$ -
NW-6C-13-006	\$ 73,000	\$ 36,500	\$ 36,500	\$ -
NW-6C-13-009	\$ 1,027,500	\$ 513,750	\$ 513,750	\$ -
NW-6C-13-011	\$ 50,000	\$ 25,000	\$ 25,000	\$ -
NW-6C-13-012 ⁸	\$ 317,500	\$ -	\$ -	\$ (317,500)
NW-6C-13-014 ⁷	\$ 40,751	\$ 20,376	\$ 20,376	\$ -
NW-6C-13-022 ⁷	\$ 111,615	\$ 55,808	\$ 55,808	\$ -
Totals:		\$ 727,829	\$ 727,829	\$ (317,500)

UTILITY RELOCATION COST PARTICIPATION				
UTILITY	COST	TOLLWAY	COOK	VOS
N06-COMED-25	\$ 1,121,220.00	\$ 560,610.00	\$ 560,610.00	
4017-WOW-01	\$ 14,270.00	\$ 7,135.00	\$ 7,135.00	
4017-ATT-02 (Permanent)	\$ 287,410.00	\$ 143,705.00	\$ 143,705.00	
4017-ATT-02 (Temporary)	\$ 8,370.00	\$ 4,185.00	\$ 4,185.00	
4017-MCI-01 (Relocation)	\$ 145,500.00	\$ 72,750.00	\$ 72,750.00	
4017-MCIV-01 (Design Costs)	\$ 26,730.00	\$ 13,365.00	\$ 13,365.00	
4017-NICOR-11	\$ 27,000.00	\$ 13,500.00	\$ 13,500.00	
4017-NICOR-01, NW1999-11	\$ 210,000.00	\$ 105,000.00	\$ 105,000.00	
NW 2010-11 (XO Relocation)	\$ -	\$ -	\$ -	
NW 12-19 (Vinakom Relocation)	\$ -	\$ -	\$ -	
FC 11-07 (CMS Relocation)	\$ -	\$ -	\$ -	
	\$ 1,840,500.00	\$ 920,250.00	\$ 920,250.00	\$ -

- Notes: 1. The PARTIES hereto cost participation shall be predicated on the percentages shown above for the specified work.
2. The PARTIES hereto cost's shall be determined by multiplying the final quantities times the contract(s) unit price.
3. The VILLAGE is responsible for 100% of the Bridge Aesthetics over and above the TOLLWAY's and COUNTY's standard treatment. Forminer is at the Tollway's cost.
4. CCDTH Roadway Lighting costs determined by taking the Village Requested costs and the Base Cost off the total and then splitting the remainder 50-50 between Cook County and the Tollway
5. The VILLAGE is responsible for 100% of emergency vehicle pre-emptive system.
6. CCDTH requested left turn lane @ Hillcrest Blvd, requiring traffic signal modernization
7. Prorated for areas needed along Roselle Road and Ramp D.
8. Schaumburg credit for ROW contribution.
9. Costs based on agreed settlement or as contained in Order of Vesting Title
10. Bridge Widening is 20.25'. 11.58' is for the bike path. The VILLAGE is responsible for 6.58' of the bike path widening reflected through entire bridge structure. CCDTH is responsible for 5' of the bike path widening reflected through the entire bridge structure. 8.67' is to accommodate future traffic and is to be split 50-50 with Tollway/CCDTH for the deck cost.
11. The VILLAGE is 100% responsible for the cost of the East leg of Central, which is included in this line.
- 12.CCDTH is 100% responsible for the cost of the Left turn at Hillcrest.

ROSELLE ROAD INTERCHANGE
CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of December, 1983 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (hereinafter sometimes called "AUTHORITY"), the COUNTY OF COOK, a body politic and corporate, (hereinafter sometimes called "COUNTY"), and the VILLAGE OF SCHAUMBURG, a municipal corporation of the State of Illinois (hereinafter sometimes called "VILLAGE");

WITNESSETH:

WHEREAS, the AUTHORITY is planning an interchange improvement at the intersection of ROSELLE ROAD and the Northwest Tollway and plans to construct ramps providing access to and from the east; and

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of widening and improving ROSELLE ROAD including the bridge over the Northwest Tollway from approximately 2100 feet south of said centerline of the Northwest Tollway and 1100 feet North of said Centerline, and having traffic signals installed at various locations; and

WHEREAS, ROSELLE ROAD is a Cook County road and the COUNTY

is responsible for the maintenance, repair and reconstruction thereof and installation of improvements and signals for COUNTY roadways; and

WHEREAS, the COUNTY desires to construct permanent traffic signals at the intersection of Hillcrest Blvd. and ROSELLE ROAD, an intersection of two roads approximately 1000 feet South of the centerline of the Northwest Tollway, at COUNTY expense, said work to be performed in conjunction with but not as part of the Tollway planned improvements; and

WHEREAS, the VILLAGE desires to expedite the construction of the planned improvements, aforesaid, of the AUTHORITY and COUNTY, in order to benefit the VILLAGE and its residents; and

WHEREAS, the AUTHORITY has prepared plans and specifications for the construction of the interchange improvements, the widening and improving of ROSELLE ROAD, the installation of signals at ramp termini and relocation of temporary signals at Hillcrest Blvd., including interconnections between all said traffic signals,, which plans and specifications have been reviewed and approved by the COUNTY and the VILLAGE and are incorporated herein by reference as Exhibit "A"; and

WHEREAS, the AUTHORITY, COUNTY and VILLAGE are desirous of cooperating in and coordinating construction of all of the aforementioned improvements, providing for a division of costs thereof, and of dividing the maintenance responsibilities for

the improvements and the interchange following completion of construction.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

I. CONSTRUCTION

1. The AUTHORITY shall design, let bids for the construction, construct, and inspect the work all in accord with the approved plans and specifications incorporated herein by reference as Exhibit "A", and generally described as follows (hereinafter sometimes called the "Improvements"):

The work includes the construction of new P.C. concrete east-bound entrance ramp and west-bound exit ramp; widening of Roselle Road in the area to provide for three (3) north-bound and three (3) south-bound through traffic lanes and auxiliary turning lanes; widening the structure carrying Roselle Road over the Northwest Tollway, reconstructing expansion joints, removing the longitudinal joint, overlaying the deck and making miscellaneous repairs of the existing substructure and superstructure installing traffic signals at ramp intersections with Roselle Road and modifying and relocating the existing traffic signals at the Roselle Road intersection with Hillcrest Boulevard; all earthwork, re-grading and drainage; placing thermoplastic pavement markings; installing a lighted overhead sign structure and other ground mounted signs and roadway illumination system; maintenance of traffic and all other appurtenant and miscellaneous construction shown on the Plans and as

required by the Illinois State Toll Highway Authority Standard Specifications and Special Provisions.

This work shall be performed on the Northwest Tollway between Mile Posts 12.4, 13.3 and along Roselle Road between Kristen Circle and Central Road in Cook County, Illinois.

The estimated costs for said construction and inspection of the Improvements is Four Million (\$4,000,000.00) Dollars.

Provided all right-of-way is available, all permits are issued and the COUNTY and the VILLAGE perform in accord with the terms hereof, the AUTHORITY agrees to advertise and award bids for the construction of said improvements on or before December 31, 1983.

2. The VILLAGE shall:

(a.) Obtain, on or before March 1, 1984, at its sole cost and expense all right-of-way required by the Authority for the construction and maintenance of the Improvements, both temporary and permanent. For right-of-way required in fee, the VILLAGE shall convey fee simple title to the AUTHORITY (or to the State of Illinois or COUNTY as directed by the AUTHORITY) free and clear of all interests, claims, liens, encumbrances or restrictions of any kind or nature. For right-of-way required as a permanent easement, the VILLAGE shall convey or cause to

be conveyed by Grant of Easement such property, free and clear of all interests, claims, liens or restrictions adverse to or conflicting with the easement purposes. The VILLAGE shall provide title commitments and title insurance policies showing fee title or permanent easements in the AUTHORITY (or in the State of Illinois or Cook County as directed by the AUTHORITY) for all required right-of-way. The right-of-way to be obtained by the VILLAGE is set forth on the Plats of Survey attached hereto and identified as Group Exhibit "B".

(b) The VILLAGE shall pay the AUTHORITY or reimburse the AUTHORITY (as directed by the AUTHORITY'S Chief Engineer) a sum of up to Five Hundred Thousand (\$500,000.00) Dollars for the actual costs of construction of the Improvements in excess of Three Million Five Hundred (\$3,500,000.00) Dollars (the original estimated cost of construction by the AUTHORITY'S engineer). If the actual cost of construction is less than Four Million (\$4,000,000.00) Dollars, the VILLAGE shall only be obligated to pay or reimburse to the AUTHORITY the costs in excess of Three Million Five Hundred Thousand (\$3,500,000.00) Dollars. Any additional construction costs in excess of the Four Million (\$4,000,000.00) Dollars shall be the sole responsibility of the AUTHORITY.

The VILLAGE shall pay the AUTHORITY for its estimated share of the costs of said ROSELLE ROAD Interchange

improvements within thirty (30) days following the execution of this Agreement based upon the amount of the bid of the lowest responsible bidder awarded the contract. If, at the conclusion of the work, the actual construction cost shall have varied from the bid price, the VILLAGE shall, within thirty (30) days following completion of the work, pay the AUTHORITY any increase in cost (up to a maximum of \$500,000.00) or the AUTHORITY shall refund to the VILLAGE within thirty (30) days, any reduction in cost up to a maximum of the amount originally paid to the AUTHORITY for construction costs, as the case may be.

3. The COUNTY shall:

(a) Construct permanent signals at Hillcrest Blvd. and Roselle Road following completion of the Improvements.

(b) Remove, at its sole cost and expense, within 30 calendar days after the satisfactory completion of a new traffic signal installation at Hillcrest Boulevard and Roselle Road the existing traffic signals and connections at Hillcrest Blvd. and ROSELLE ROAD.

4. GENERAL

(a) The AUTHORITY shall require that the VILLAGE and the COUNTY be added as additional named insured parties in all

insurance it requires of its contractor or contractors performing the work on the Improvements.

(b) The VILLAGE and the COUNTY shall have all reasonable rights of inspection of the work related to the improving and widening of ROSELLE ROAD, and when the work is complete the Authority shall give notice to the COUNTY and the VILLAGE of the date for final inspection of the work.

(c) The COUNTY and the VILLAGE hereby agree to timely grant to the AUTHORITY, its contractor and agents, prior to award of contract, all necessary easements, permits, approvals and access required for the expeditious prosecution of the work on the Improvements according to approved plans and specifications.

(d) The AUTHORITY shall give the COUNTY and the VILLAGE notice of the AUTHORITY'S preconstruction meeting with the contractor or contractors awarded the work on the Improvements.

(e) The AUTHORITY shall have the right to make changes from approved plans and specifications during the course of the work as are needed, in the judgment of the Authority, in the best interests of properly designing, constructing and completing the planned improvements. Any increase or decrease in cost of construction arising therefrom

shall result in an adjustment of the VILLAGE'S contribution in accord with paragraph 2(b) above.

(f) The AUTHORITY agrees to indemnify and hold harmless the COUNTY from damages or injuries related to the Improvements, incurred by or caused to the COUNTY arising from claims against the COUNTY due to actions or inactions of the AUTHORITY, and its employees, agents and contractors but only to the extent that said damages or injuries are not covered by the insurance provided to the COUNTY by the contractor or contractors performing the work pursuant to paragraph 4(a) hereof. Nothing herein is, intended to nor shall it be deemed to indemnify or hold harmless the COUNTY from, its own acts of negligence of the negligent actions or inactions of the COUNTY'S agents or employees.

(g) At the time work commences under this construction contract, the AUTHORITY shall require its contractor to assume the maintenance of any pavement, shoulders, drainage facilities, traffic control signs, pavement marking and appurtenances on any portion of Roselle Road within the limits of the contract which is to be used by the public during construction, and to retain this maintenance responsibility until the improvements are accepted by the AUTHORITY and COUNTY. The COUNTY shall continue to exercise and be responsible for snow and ice control and/or removal before, during and after construction on the portion of Roselle Road open to traffic.

II. MAINTENANCE

1. Following completion of construction of the improvements, the COUNTY shall maintain ROSELLE ROAD entirely, including the following:

(a) The travel lanes of ROSELLE ROAD, the median, and the curbs, gutters, shoulders, slopes and embankments adjacent to the travel lanes and normal appurtenances within the highway right-of-way and not inaccessible by reason of access control fencing;

(b) The complete deck and wearing surface of the grade separation structure above the structural beams and girders, including parapets, guardrails, railings, curbs and sidewalks (except when said curbs and sidewalks are within the limits of incorporated municipalities and are maintained by the municipality) and except that the AUTHORITY shall initially be responsible for necessary repairs or replacement, if any, to the Deck below the wearing surface for the period following completion of construction until January 1, 1995;

(c) All COUNTY roadway grassed areas and embankments within the COUNTY'S right-of-way and easements;

(d) All traffic signals and devices installed along ROSELLE ROAD including those at the termini of the Tollway

ramps and at the intersection of Hillcrest Road, including power costs.

(e) All lighting installed by the COUNTY, including power costs.

(f) The COUNTY shall be responsible for and cause the power to be furnished to the traffic signals or devices at no expense to the AUTHORITY:

(g) All traffic signs installed along ROSELLE ROAD;

(h) All guardrail within COUNTY roadway right-of-way and easements.

(i) All drainage facilities on COUNTY right-of-way except drainage structures under Toll Highway ramps or the drainage structures under ROSELLE ROAD which carry exclusive Toll Highway drainage;

2. Following completion of construction of the improvements, the AUTHORITY shall maintain the following:

(a) The grade separation structure or structures in their entirety, except as described under the COUNTY'S responsibilities;

(b) All drainage facilities installed by the AUTHORITY on private property or to carry exclusive Toll Highway drainage:

(c) Pavement, shoulders, and embankments of both entrance and exit ramps onto and from the Toll Highway up to

the travel lanes of the COUNTY roadway, including drainage structures under such ramps;

(d) All grassed areas and embankments within the AUTHORITY'S right-of-way lines;

(e) All lighting installed by the AUTHORITY, including power costs;

(f) All traffic signs installed by the AUTHORITY;

(g) All fences protecting AUTHORITY right-of-way installed by the AUTHORITY.

(h) All guardrail parallel to ROSELLE ROAD will be maintained by the COUNTY; the remainder will be maintained by the AUTHORITY;

(i) All drainage facilities within AUTHORITY right-of-way easement lines.

3. The timing of the signals is the responsibility of the COUNTY and the signal timing shall be set from time to time, giving proportionate consideration to both Toll Highway and ROSELLE ROAD traffic. At the request of the AUTHORITY, the COUNTY shall promptly review the sequence and timing of the traffic signal installations that affect Tollway Interchange traffic and make such adjustments as may be necessary to reasonably expedite the safe and efficient flow of traffic to, from, and on the Northwest Tollway.

4. As used herein, the terms "maintenance" or "maintain" shall mean the satisfactory upkeep, repair, reconstruction and operation of the highway or roadway facilities, structures and right-of-way lighting equipment and drainage facilities, as constructed, to assure their safe and continued use and preservation, including snow and ice control, the removal of dirt and debris and the mowing and upkeep of grassed and infield area.

IN WITNESS WHEREOF, the County of Cook, in the State of Illinois, acting by and through its Board of Commissioners, has caused this Agreement to be signed in its name by its President, its corporate seal to be hereunto affixed, and attested by the County Clerk. The Village of Schaumburg, acting by and through its Village Board has caused this Agreement to be signed, in its name, by its Mayor, its Corporate Seal, to be hereunto affixed by the Village Clerk; and The Illinois State Toll Highway Authority has caused this Agreement to be signed in its name by its Chairman, its corporate seal to be hereunto affixed, and attested by its Secretary, all as of this 28th day of December, 1984.

EXECUTED BY COUNTY:

THE COUNTY OF COOK

7 January 1985
Date

By: [Signature]
President, Board of County Commissioners

Attest:

[Signature]
County Clerk

Recommended for Execution:

APPROVED AS TO FORM:

Richard M. Daley, State's Attorney

By: [Signature]
Superintendent of Highways

By:

[Signature]
Assistant State's Attorney

EXECUTED BY VILLAGE:

This 26th Day of June, 1984
Date


Sandy Carrell
Village Clerk

VILLAGE OF SCHAUMBURG

By Henry Grier
Mayor

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY

By Norman & Webb
Chairman

(SEAL)
Attest:

Anthony
Secretary

APPROVED AS TO FORM AND CONSTITUTIONALITY

Neil F. Hartigan
Attorney General, State of Illinois

STATE OF ILLINOIS, } ss.
COUNTY OF COOK

I, Stanley T. Kusper, Jr., County Clerk of Cook County, in the State aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on the 7 day of January, 1985, passed the following resolution:

R E S O L U T I O N

RESOLVED, that the President of the Board of Cook County Commissioners, on behalf of said County, is hereby authorized to execute the six counterparts of an agreement with the Illinois State Toll Highway Authority and the Village of Schaumburg for, permanent traffic signals replacing present signals at Roselle Road and Hillcrest Boulevard upon completion, by the Authority, of the proposed Roselle Road bridge and interchange over the Northwest Tollway (Section Number assignment pending), to thus bind the County to the terms of said agreement.

all of which appears from the records and files of my office.

IN WITNESS WHEREOF I have hereunto set my hand and

affixed the Seal of said County at my office in the City of

Chicago in said County, this 7

day of January A. D. 1985

Stanley T. Kusper, Jr.
County Clerk

Chicago, Ill. 60602

19

85

CERTIFICATE NO.

HARRY "BUS" YOURELL
REGISTRAR OF TORRENS TITLES OF COOK COUNTY, ILLINOIS

11/04/32

Received of
Address

Receipt
No. A

1246601

(Old
Owner's
Name)

To (NEW
Owner's
Name)

Indemnity Fund (\$

Valuation)

Split into

Certificates

Order No.

Forward Certificate

Order No.

Combine Certificates

Order No.

Mortgagee's Certificates

Order No.

Tax Search & Fed. Lien Search

Order No.

For Filing

6 deeds (memos only)	34/3329-30, 31, 32, 33	60	00
Deed	- 335	10	00
Plat	- 336	110	00
Part. Pl. and ③	- 337	30	00
4 deeds	- 338, 339, 340, 341	40	00
Mt	- 342	10	00
Mort. agent	- 343	10	00
Fls	- 344	10	00
5 cents		100	00
6983577			
Total		346	00

PW FEE

PAY)

RECORDING AND
FEL MORTGAGES, IF

PAY)

ONS)

TYPE OF REPORT

PROPERTY

DL

DL

CUSTOMER'S TICKET

REORDER FROM GEM BUSINESS FORMS, INC. (312) 791-3500 1-2-12

FOR ALTA MTGE. POL. INSURE:

REDUCE BY MTG.

REAL ESTATE AGENT:

ADDRESS:

CHICAGO TITLE AND TRUST COMPANY

111 W. WASHINGTON ST. • CHICAGO, ILLINOIS 60602



Escrow Trust Department

Mr. Malcolm Erickson
2001 W. 22nd Street
Oakbrook, IL 60521

Date August 5, 1985

In Reply
Please Refer to
Escrow Trust No.
1201656

In accordance with the above numbered escrow trust instruction you will find enclosed the items checked below:

- ☐ Check for \$ payable to
- ☐ Our invoice for \$
- ☐ Title Insurance Policy #
- ☐ Itemized statement account
- ☐ Insurance Policy #
- ☐ Deed recorded as document #
- ☐ Mortgage (Trust Deed) recorded as document #
- ☐ Two copies of the (deed and money) (money lender's) (amendment to) escrow trust instructions for your review; if same meets with your approval, please sign one copy and return to the attention of the undersigned in the enclosed self-addressed envelope.

RECEIVED

AUG 7 1985

LEGAL DEPT.

Letter re: 1984 and 1985 taxes

- ☐ Your Title Insurance Policy is being prepared at this time and will be mailed within a few days.

We are pleased to have had this opportunity to serve you. If you have any questions in this regard, kindly direct them to the attention of the undersigned.

Sincerely,

Regina Gholston

ESCROW TRUST DEPARTMENT
630- 2710

F. 2085

Willet
Willet
Willet

WILLETT INC. • 3901 SOUTH ASHLAND AVE. • CHICAGO, ILLINOIS 60609 • TELEPHONE (312) 890-6700

July 1, 1985

re. file

RECEIVED
AUG 7 - 1985
LEGAL DEPARTMENT

Illinois State Toll Highway Authority
2001 West 22nd Street
Oak Brook, IL. 60521

Attention: Mr. Malcolm Erickson

Dear Mr. Erickson:

Willet, Inc. hereby agrees to pay all of the 1984 and 1985
general real estate taxes levied against the property legally
described in attached Exhibit A.

Very truly yours,

WILLETT, INC.

Wayne C. Todd

Wayne C. Todd
Corporate Secretary

bc/
Encl.



LEADERSHIP IN CARTAGE, TRUCK LEASING, AND CHARTER BUS SERVICES SINCE 1868

EXHIBIT A

LEGAL DESCRIPTION

Those parts of the west 1/2 of the east 1/2 of Section 3 and the north west 1/4 of the northeast 1/4 of Section 10, both in Township 41 North, Range 10 east of the Third Principal Meridian, described as follows:

Beginning at the point of intersection of the east line of Roselle Road as granted to Cook County per warrantee deed recorded March 19, 1980 as Document No. 25395979 and 78L22556 in Torrens, being a line 140 feet east of and parallel with the west line of the west 1/2 of the east 1/2 of Section 3 aforesaid, with the northeasterly right-of-way line of the Northwest Tollway, known as Interstate 90, (as described in Document 17907142); thence southeasterly along the said northeasterly right-of-way line of the Northwest Tollway, a distance of 1204.91 feet to a point on the east line of the north west 1/4 of the north east 1/4 of said Section 10; thence northerly along said east line of the north west 1/4 of the north east 1/4 of Section 10, a distance of 66.82 feet to a line which is parallel with and 66.00 feet northeasterly of said Northwest Tollway right-of-way line; thence northwesterly and parallel with said northeasterly right-of-way line of said Northwest Tollway a distance of 160.92 feet; thence northwesterly along a line which forms a deflection angle of 14 degrees 38 minutes 52 seconds to the right with the extension of the last described line, a distance of 193.77 feet; thence northwesterly along a line which forms a deflection angle of 4 degrees 26 minutes 38 seconds to the left with the extension of the last described line, a distance of 508.04 feet; thence northwesterly along a line which forms a deflection angle of 01 degree 21 minutes 09 seconds to the left with the extension of the last described line, a distance of 371.63 feet; thence northwesterly along a line which forms a deflection angle of 63 degrees 27 minutes 33 seconds to the right with the extension of the last described line, a distance of 131.92 feet to a point on the aforesaid line which is 140 feet east of and parallel with the west line of the west 1/2 of the east 1/2 of Section 3, aforesaid; thence southerly along said parallel line, a distance of 392.67 feet to the place of beginning, in Cook County, Illinois

Permanent Index Number: 07-03-200-011 and 07-10-200-008

Address of Property: Vacant property located at the northeast corner of Roselle Road and the Northwest Tollway in Schaumburg, Illinois

EXHIBIT A

LEGAL DESCRIPTION

Those parts of the west 1/2 of the east 1/2 of Section 3 and the north west 1/4 of the northeast 1/4 of Section 10, both in Township 41 North, Range 10 east of the Third Principal Meridian, described as follows:

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Permanent Index Number: 07-03-200-011 and 07-10-200-008

Address of Property: Vacant property located at the northeast corner of Roselle Road and the Northwest Tollway in Schaumburg, Illinois

RECEIVED

AUG 26 1985

5328B

LEGAL DEPARTMENT

GRANT OF PERMANENT SLOPE EASEMENT

THIS INDENTURE WITNESSETH, that, Grantor for and in consideration of the sum of Ten Dollars and other vaulable consideration, does hereby grant unto The County of Cook, a body politic and corporate of the State of Illinois, Grantee, its successors and assigns, a permanent, perpetual and exclusive easement in, on, over, above and under the following described real property:

That part of the East 1/2 of Section 3, Township 41 North, Range 10, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Northeasterly line of the Northwest Tollway, as described in Document No. 17907142 with the Easterly line of Roselle Road as granted per Warranty Deed recorded March 19, 1980 as Document No. 25395979; thence North along the said East line of Roselle Road 661.31 feet to the place of beginning; thence continuing North along said East line, a distance of 70.0 feet to a point on the East line of Roselle Road as widened per Torrens Document LR 1736777, registered May 7, 1957; thence Northeasterly along said East line of Roselle Road, said line being an arc of a circle, convex to the Northwest, having a radius of 1098.65 feet, an arc-distance of 170.70 feet to a point; thence Southwesterly, a distance of 236.11 feet to the place of beginning, in Cook County, Illinois.

Permanent Index No.: 07-03-200-010

Address of Property: Vacant property located on east side of Roselle Road, between Central Road and the Northwest Tollway in Schaumburg, Illinois

Said permanent, perpetual and exclusive easement herein granted is for the purpose of constructing, operating and maintaining a slope for an interchange improvement at the Northwest Tollway and Roselle Road in Cook County, Illinois.

- 2 -

GIVEN under my hand and official seal this 10th day
of July, 1985.

Sette Thorne
Notary Public

My commission expires Oct 13, 1985.

This instrument prepared by:
F. James Helms
Tenney & Bentley
69 W. Washington Street
Chicago, Illinois 60602

Grantee's Address:
County Building
Chicago, Illinois 60602

GRANT OF PERMANENT EASEMENT
FOR TOLL HIGHWAY PURPOSES

THIS INDENTURE WITNESSETH, that, Grantor for and in consideration of the sum of Ten Dollars and other valuable consideration, does hereby grant unto THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, Grantee, its successors and assigns, a permanent, perpetual and exclusive easement in, on, over, above and under the real property legally described in Exhibit "A" attached hereto.

Said permanent, perpetual and exclusive easement herein granted is for the purpose of constructing, operating and maintaining a slope and drainage ditch for an interchange improvement at the Northwest Tollway and Roselle Road in Cook County, Illinois.

The Grantor, without limiting the grant of pursuant Easement herein, does hereby release the Grantee; its successors and assigns, forever, from any and all claim for damages and damages to remaining property owned by the Grantor, its successors, lessees, mortgages and assigns by reason of the opening, improving and using the above-described premises for toll highway purposes; and for the consideration hereinabove stated, said Grantor also, conveys said relinquishes to the Grantee, all existing, future or potential easements or rights of access, crossing, light, air or view, to, from or over the premises herein described and the toll highways from or to any remaining real property of the Grantor abutting said premises

or the toll highway whether consisting of one tract or contiguous parcels.

IN WITNESS WHEREOF, the Grantor, LASALLE NATIONAL BANK AS TRUSTEE U/
NO. 104278 AND NOT PERSONALLY _____, has caused its name to be signed to

these present by _____, VICE
President and Secretary, and its corporate seal to be affixed
hereto, this 3 day of April, 1984.

LASALLE NATIONAL BANK, Solely as Trustee under
GRANTOR: Trust Agreement known as its Trust No. 104278
By _____
BY _____ ASSISTANT SECRETARY
ASSISTANT VICE PRESIDENT

ATTEST:

John S. Wetten

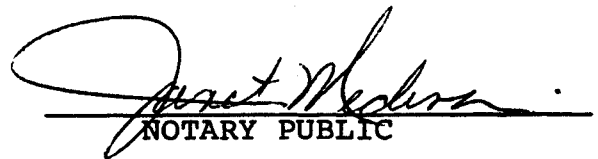
ASSISTING SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that JAMES A. CLARK personally known to me to be the ASST. VICE President of and Rita Slimm Welter personally known to me to be the ASSISTANT SECRETARY, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASST. VICE President and ASSISTANT SECRETARY they signed and delivered the said instrument as ASST. VICE President and ASSISTANT SECRETARY of said LA SALLE NATIONAL BANK, and caused the seal of said LA SALLE NATIONAL BANK to be affixed thereto, pursuant to authority given by the Board of Directors as their free and voluntary act, and as the free and voluntary act and deed of said ASST. VICE PRESIDENT ASSISTANT SECRETARY for the uses and purposes therein set forth.

Given under my hand and official seal, this 3 day of April, 1984

Commission expires June 19, 1988.


NOTARY PUBLIC

Grantees Address:
The Illinois State Toll Highway
Authority
2001 W. 22nd Street
Oak Brook, Illinois 60521

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT...
DATED 4/3/84 UNDER TRUST NO. 104278

This instrument is executed by LaSALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

EXHIBIT "A"

That part of lot 2 in HIGHLAND WOODS INDUSTRIAL CENTER, being a subdivision of part of Fractional Section 3, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded March 20, 1980 as Document No. 25398072, described as follows: Beginning at the Southeast corner of said lot 2; thence $N. 0^{\circ} 07' 32'' E.$ along the East line of said lot 2, a distance of 322.63 feet (322.82 feet record) to a point of curvature; thence Northeasterly along the Easterly line of said lot 2, said line being an arc of a circle, convex to the Northwest, having a radius of 1263.65 feet, the chord thereof having a bearing of $N. 15^{\circ} 04' 22'' E.$ ($N. 15^{\circ} 03' 36'' E.$ record) and a length of 631.22 feet (631.32 feet record), an arc-distance of 653.33 feet (653.75 feet record) to the Northeast corner of said lot 2; thence $S. 90^{\circ} 00' 00'' W.$ along the North line of said lot 2, a distance of 8.53 feet, more or less, to a point on a curved line which is 10.00 feet Westerly of, as measured radially to, and is concentric with the Easterly line of said lot 2; thence Southwesterly along said curved line, convex to the Northwest, having a radius of 1272.65 feet, the chord thereof having a bearing of $S. 19^{\circ} 25' 32'' W.$ and a length of 457.19 feet, an arc-distance of 459.62 feet; thence $N. 80^{\circ} 54' 45'' W.$ a distance of 5.00 feet to a point on a curved line which is 15.00 feet Westerly of, as measured radially to, and concentric with the Easterly line of said lot 2; thence Southwesterly along said curved line, convex to the Northwest, having a radius of 1272.65 feet, the chord thereof having a bearing of $S. 4^{\circ} 36' 23'' W.$ and a length of 199.80 feet, an arc-distance of 200.00 feet to a point which is 15.00 feet West of the point of curvature on the East line of said lot 2; thence $S. 3^{\circ} 56' 53'' W.$, a distance of 150.00 feet to a point on a line which is 25.00 feet West of, as measured at right angles to, and parallel with the East line of said lot 2; thence $S. 0^{\circ} 07' 32'' W.$ along said parallel line, a distance of 163.01 feet to a point on the Southerly line of said lot 2; thence $S. 80^{\circ} 53' 11'' E.$ ($S. 80^{\circ} 54' 39'' E.$ record) along the Southerly line of said lot 2, a distance of 25.31 feet to the place of beginning, in Cook County, Illinois.

RESOLUTION

RESOLUTION ACCEPTING ROSELLE ROAD INTERCHANGE
CONSTRUCTION AND MAINTENANCE AGREEMENT

WHEREAS, the Village of Schaumburg is desirous of entering into an agreement by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (hereinafter referred to as "Authority"), the COUNTY OF COOK, a body politic and corporate, (hereinafter referred to as "County"), and THE VILLAGE OF SCHAUMBURG, a municipal corporation of the State of Illinois, (hereinafter referred to as "Village"); and

WHEREAS, the Authority is planning an interchange improvement at the intersection of Roselle Road and the Northwest Tollway; and

WHEREAS, the County is desirous of improving Roselle Road and as such is desirous of constructing permanent traffic signals at the intersection of Hillcrest Boulevard and Roselle Road; and

WHEREAS, the Village is desirous of expediting the construction of the aforementioned improvements:

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That an Agreement be entered into by and between the Village, the Authority and the County.

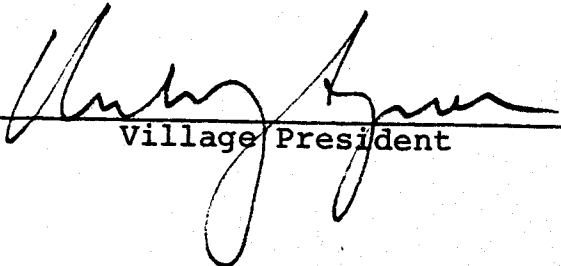
SECTION TWO: That said Agreement has been approved simultaneously with this Resolution, a copy of which is attached hereto and expressly made a part hereof.

SECTION THREE: That the Village President and the Village Clerk are hereby authorized to forward said executed Resolution and incorporated Agreement to the Illinois State

SECTION FOUR: That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

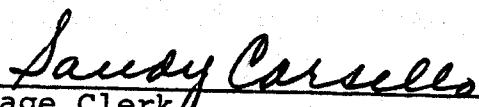
AYES: Trustees Larson, Charvat, Zemack, Peterson, Gogue,
D'Ambrosio
NAYES: None

PASSED AND APPROVED this 26th day of June, 1984.

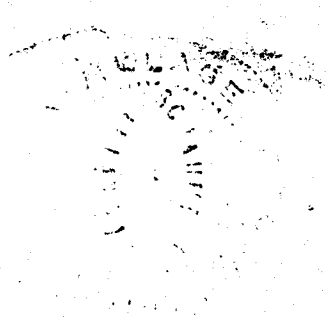


Village President

ATTEST:



Village Clerk



QUIT CLAIM DEED

Statutory (ILLINOIS)

(Corporation to Corporation)

(The Above Space For Recorder's Use Only)

THE GRANTOR THE VILLAGE OF SCHAUMBURG, a Municipal

corporation created and existing under and by virtue of the laws of the State of Illinois
and duly authorized to transact business in the State of Illinois for the consideration
of TEN AND NO/100 (\$10.00) DOLLARS.

and other good and valuable consideration
in hand paid, and pursuant to authority given by the Board of Trustees of said corporation
CONVEYS and QUIT CLAIMS unto THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an
instrumentality said administrative agency of the State of Illinois
~~XXXXXX~~ organized and existing under and by virtue of the laws of the State of Illinois
having its principal office at the following address 2001 W. 22nd Street, Oakbrook,
Illinois all interest in the following described Real Estate situated in the County of
Cook and State of Illinois, to wit:

(See attached)

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name
to be signed to these presents by its Village President, and attested by its
Village Clerk ~~XXXXXX~~, this 7th day of March, 1984.

IMPRESS
CORPORATE SEAL
HERE

THE VILLAGE OF SCHAUMBURG, a Municipal Corporation
(NAME OF CORPORATION)
BY Herbert J. Aigner PRESIDENT
ATTEST: Sandy Carsello ~~XXXXXX~~ Vill Clerk

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the
County and State aforesaid, DO HEREBY CERTIFY, that HERBERT J. AIGNER
personally known to me to be the Village President of the VILLAGE OF SCHAUMBURG,
a Municipal Corporation

IMPRESS
NOTARIAL SEAL
HERE

corporation, and SANDY CARSELLO personally known to me to be
the Vill. Clerk ~~XXXXXX~~ of said corporation, and personally known to
me to be the same persons whose names are subscribed to the foregoing instru-
ment, appeared before me this day in person and severally acknowledged that as
such Village President and Vill. Clerk ~~XXXXXX~~ they signed
and delivered the said instrument as Village ~~XXXXXX~~ and Vill. Clerk
~~XXXXXX~~ of said corporation, and caused the corporate seal of said corporation
to be affixed thereto, pursuant to authority, given by the Board of Trustees
of said corporation as their free and voluntary act, and as the free and voluntary
act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of March, 1984

Commission expires April 28 1986 Janice L. Bierman
NOTARY PUBLIC

This instrument was prepared by Janice L. Bierman, 1000 W. Schaumburg Rd.,
Schaumburg, Illinois 60194 (NAME AND ADDRESS)

MALCOLM ERICSON

Illinois State Toll Highway Authority
(Name)

2001 W. 22nd Street
(Address)

Oak Brook, Illinois 60521
(City, State and Zip)

ADDRESS OF PROPERTY:

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES
ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:
Exempt
(Name)

OR RECORDER'S OFFICE BOX NO. _____

(Address)

AFIX "RIDERS" OR REVENUE STAMPS HERE

DOCUMENT NUMBER

65422987

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The Village of Schaumburg, by its undersigned Village Manager, being duly sworn on oath, states that (a) ~~he resides at~~ the municipal offices of the Village of Schaumburg are located at 101 Schaumburg Court, Schaumburg, Illinois, the Village of Schaumburg, (b) ~~xxx~~ is the grantor in the attached deed to The Illinois State Toll Highway Authority, grantee, dated March 7, 1984, and (c) that said deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one or more of the following reasons indicated (by the placement of a circle around the appropriate number or numbers) below:

- A. Said Act is not applicable as the grantor owns no adjoining property to the premises described in said deed; OR
- B. The conveyance falls in one of the following exemptions as shown by the Amended Act, which became effective July 17, 1959.
1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
 2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
 4. The conveyance of parcels of land or interests herein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
 5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
 - ⑥ 6. The conveyance of land for highway or other public purposes or grants or Conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
 7. Conveyances made to correct descriptions in prior conveyances.
 8. The sale or exchange of parcels or tracts of land, existing on July 15, 1959, into no more than 2 parts and not involving any new streets or easements of access.
 9. The sale of a single lot of less than 5 acres from a larger tract, no previous sales of lots from such larger tract having been made, a survey of such lot having been made by a registered surveyor and such transfer not being in violation of any local requirements applicable to the subdivision of land.

85122967

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois to accept the attached deed for recording. The Village of Schaumburg, a municipal corporation of the State of Illinois.

by: [Signature]
Its Village Manager

SUBSCRIBED and SWORN to before me, this 24th day of July, 1985.

[Signature]
NOTARY PUBLIC

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

ESCROW AGREEMENT

Guarantee #	Contract #	Escrow #	Taken By:	Date:
69 46 264		1600183	R. Suchor	3/21/84 Retyped 9/24/84

TO: CHICAGO TITLE & TRUST CO.

Refer all questions and deposits to: Rosemary Suchor, at Chicago Title & Trust Co.
630-2140 of Mr. Malcolm Erickson, Attorney for Illinois State Toll Highway
Authority, (East-West Tollway & Midwest Rd.) 2001 W. 22nd Street, Oak Brook, Ill.
Phone: 242-3620 or 654-2200

ILLINOIS STATE TOLL HIGHWAY AUTHORITY WILL DEPOSIT THE FOLLOWING:
for all parcels needed, Fully executed State & County Transfer Declarations
showing exemption.

PARCEL # 1:

for the Sellers: National Blvd. Bank t/u/t.#6846
Mr. Paul A. Rosenblum (Great West Life Assur.Co.)
Address:
Phone: 782-4912

Will deposit the Following:

1. a Trustee's Deed from: National Blvd.Bk.t/u/t.#6846
To: Village of Schaumburg, a Municipality
conveying all of the property which is captioned in the above
numbered Guarantee file.Also see attached legal.
2. A State on Release of Damages to remainder, form to be approved
by Mr. M. Erickson of Ill. State Toll Highway Auty.
3. Copy of Paid 1982 & 1983 Tax Bills.
4. Written disclosure of Beneficial Owners of Trust pursuant to Ill.Rev.
Stat.Ch102,Sec. 3.1 to be approved by Mr. M. Erickson Ill.Toll etc.
5. Seller's agreement to pay 1984 Taxes through date of Closing.
Form to be approved by Mr. Erickson, Ill. Toll Hwyway Auth.
6. Fully executed State & County Transfer Declarations, exempted.

PARCEL #2

For the Sellers: LaSalle National Bk.t/ut/#104278
Mr. Joseph Ash, Attorney
Address:
Phone:346-1390

Coveying the Easement covered in GT File #69 38 581 dtd _____/
ALSO see attached legal.

WILL DEPOSIT THE FOLLOWING: (TORRENS)

1. Grant of Easement, in duplt. To: Illinois State Toll Highway Authority
2. Torrens Certificate ,# From: LaSalle Nat'l. Bank t/u/t 104278 for land in G.
3. A Statement on Release of Damages to remainder, form to be approved by
Mr. M. Erickson, Ill.State Toll etc. directe
4. Written disclosure of Beneficial Owners of Trust pursuant to (ISTHA)
Ill. Rev.Stat/Ch102, Sec. 3.1 to be approved by Mr. M.Erickson,Ill State etc.
5. Exemption form for State & County Tax Transfers, fully executed.

PARCEL # 3

For the VILLAGE OF SCHAUMBURG, Ms. Janis Bierman, Civic Center Schaumburg, Ill.
Phone: _____

WILL DEPOSIT THE FOLLOWING:.

1. Quit Claim Deed from: Village of Schaumburg, a municipality
To: Illinois State Toll Highway Authority
conveying the land described in GT File #69 46 264
2. State & County Transfer Tax Exempt Declarations. fully executed

Subject to the following:

1. 1984 Taxes.
2. Acts done or suffered by, or judgements against Ill.State Toll Highway Auth.

You are then to issue C.T.I. Policy for Parcels #1 and #2 in the amount of \$100,000.00 and bill the parties as follows:

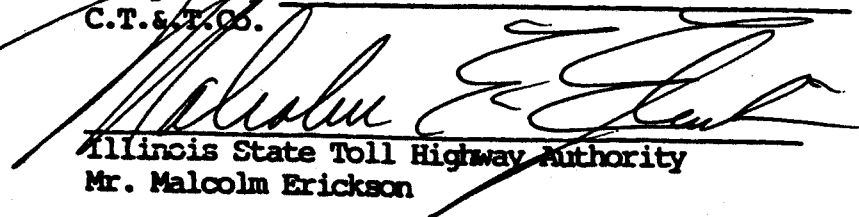
ILLINOIS STATE TOLL HIGHWAY AUTHORITY PAYS: ENTIRE ESCROW FEE.

VILLAGE OF SCHAUMBURG, PAYS ALL TITLE & RECORDING CHGS.

DEFAULT PROVISION

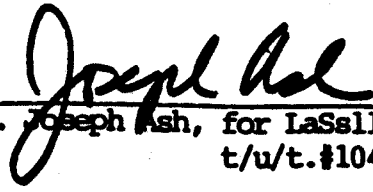
☐ In the event all escrow trust deposits have not been received herein on or before November 30, 1984, you are hereby authorized and directed to comply with the escrow trust instructions until you have received a written demand from any party hereto for the return of the escrow trust deposits made by said party. Upon receipt of such demand, you are hereby authorized and directed to return to the party making such demand the escrow trust deposits by by said party without notice to any other party and deliver the remaining escrow trust deposits to the respective depositor hereof.

accepted by:
C.T.I. Co.


Illinois State Toll Highway Authority
Mr. Malcolm Erickson

Village of Schaumburg,
Ms. Janis Bierman

Mr. Paul Rosenblum for Great West


Mr. Joseph Ash, for LaSalle Natl.Bk.
t/u/t.#104278

This Trust Agreement, dated this 17th day of September

1981 and known as Trust Number 104278 is to certify that LA SALLE NATIONAL BANK, a national banking association, Chicago, Illinois, as Trustee hereunder, is about to take title to the following described real estate in Cook County, Illinois, to-wit:

Lots 1 and 2 in Highland Woods Industrial Center, being a sub of part of fractional Section 3, Township 41 North, Range 10 East of the Third Principal Meridian.

and that when it has taken the title thereto, or to any other real estate deeded to and accepted by it as Trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:

JOSEPH ASH - 100%

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this Trust:

(A) That the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this Trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the Trust nor in any manner affect the powers of the Trustee hereunder. An assignment of any beneficial interest hereunder shall be void as to the Trustee until the original or a duplicate of the assignment is lodged with and accepted in writing by the Trustee.

(B) Nothing contained in this agreement shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries from time to time will individually make all such reports, and pay any and all taxes required with respect to the earnings, avails and proceeds of said real estate, or growing out of their interest under this Trust Agreement. It is the sole obligation of the beneficiaries hereunder to pay all taxes and assessments levied against the trust and the trust property.

(C) In case said Trustee shall make any advances of money on account of this Trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this Trust, or in case said Trustee shall be compelled to pay any sum of money on account of this Trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the said Trustee, with interest thereon at the highest lawful rate per annum, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees, and that said Trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this Trust or to prosecute or defend any legal proceeding involving this Trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto. In case of non-payment of any of said disbursements, advances, or other payments, or upon non-payment of any fees, charges and compensation of the Trustee referred to in paragraph (J) hereof, the Trustee shall have a first lien therefor on the property held in Trust herein, and if said amount is not paid within 60 days after demand, the Trustee is hereby authorized and directed, without further notice or advertisement, to sell from time to time at public or private sale and to transfer and convey sufficient of said property to pay such disbursements, advances and payments and such fees, charges and compensation, and after deducting all expenses in connection with such sale, including reasonable compensation for itself and its attorneys, to pay the balance thereof to the beneficiary or beneficiaries hereunder in proportion to their respective interests hereunder. In the event the Trustee is served with process or notice of legal proceedings or of any other matter concerning the Trust or the trust property, the sole duty of the Trustee in connection therewith shall be to forward the process or notice by first class mail to the person designated herein as the person to whom inquiries or notices shall be sent or, in the absence of such designation, to the beneficiaries. The last address appearing in the records of the Trustee shall be used for such mailing. The Trustee shall have the right to obtain counsel of its choice to appear and defend the interests of the Trustee in the event the Trustee is named as a party in any legal proceedings, or if any adverse claims are made against the Trustee or the trust property; and the beneficiaries hereunder do hereby jointly and severally agree to pay all costs expended by the Trustee in connection therewith, including reasonable attorneys fees.

(D) It shall not be the duty of the purchaser of said premises or of any part thereof to see to the application of the purchase money paid therefor; nor shall any one who may deal with the Trustee be required or privileged to inquire into the necessity or expediency of any act of said Trustee, or of provisions of this instrument.

(E) This Trust Agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of the Trustee.

(F) It is understood and agreed by the parties hereto and by any person who may hereafter become a beneficiary hereunder, that said LA SALLE NATIONAL BANK will deal with said real estate and with any cash or other property or assets of any kind which may come into the possession or control of the Trustee only when authorized to do so in writing, and that it will make deeds for or mortgages or trust deeds (including the waiver of the right of redemption from sale under an order or decree of foreclosure), or otherwise deal with the title to said real estate or such other assets or property on the written direction of such person or persons as may be the beneficiary or beneficiaries at the time, or on written direction of

JOSEPH ASH

or such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries;

(Over)

provided that, if any person now or hereafter expressly named as the person (or as one of the persons) having such power of written direction shall be a beneficiary hereunder and shall assign his beneficial interest herein, then no written direction of any such person given subsequent to the filing of such assignment with the Trustee shall be recognized without the consent thereto of his assignee; provided, further, that the Trustee shall not be obliged to inquire into the propriety of any such written direction; and provided, further, that the Trustee shall not be required to deal with the trust so long as any money is due to it hereunder, or to enter into any personal obligation or liability in dealing with said land or to make itself liable for any damages, costs, expenses, fines or penalties.

(G) The beneficiary or beneficiaries hereunder in his, her or their own right shall have the management of said property and control of the selling, renting and handling thereof and the keeping, performing and enforcing of all leases and agreements and covenants running with the land, and each beneficiary or his or her agent shall collect and handle his or her share of the rents, earnings, avails and proceeds thereof, and the Trustee shall have no duty in respect to such management or control, or the handling or application of such rents, earnings, avails or proceeds or in respect to the keeping, performing or enforcing of any leases, agreements, or covenants running with the land, or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided, and after the payment to it of all money necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for or in the name of the Trustee or to bind the Trustee personally. No legal action shall be brought in the name of the Trustee without its prior consent in writing. If any property remains in the trust 20 years from this date, and the trust has not been extended, the Trustee on reasonable notice, in its sole discretion shall: (i) sell the property at a public sale; or (ii) convey the trust property to the then beneficiaries hereunder; or (iii) resign as Trustee. The proceeds of any public sale after the payment of reasonable expenses and fees, shall be divided among those beneficiaries who are entitled thereto under this Trust Agreement.

(H) The Trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten days after the mailing of such notice by the Trustee. In the event of such resignation a successor or successors may be appointed by the person or persons then entitled to direct the Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust. If no successor in trust is named as above provided within ten days after the mailing of such notice by the Trustee, then the Trustee may convey the trust property or any portion thereof to the beneficiaries in accordance with their respective interests hereunder and the beneficiaries for themselves, their legal representatives, executors, administrators and assigns agree that the Trustee at its option may deliver deed evidencing such conveyance to the Recorder of Deeds (or Registrar of Titles) in the county or counties in which the real estate is situated for recording and such conveyance shall thereupon be effective and complete, or the Trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The rights, remedies and liens of the Trustee provided for in paragraph (C) hereof shall continue notwithstanding the resignation or removal of the Trustee or conveyance of any of the trust property.

(I) Every successor, Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

(J) The LA SALLE NATIONAL BANK shall receive for its services in accepting this Trust and in taking title hereunder the sum of \$.....500.00.....; also the sum of \$.....250.00.....per year in advance for holding title after the 17th day of September, 1982, so long as any property remains in this Trust or as

adjusted by the Bank; also its regular schedule fees for making deeds, and it shall receive reasonable compensation for processing any legal proceedings and for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be deeded to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay. In the event the value of the property held hereunder is increased by reason of improvements made thereon after the Trustee has accepted title thereto, the Trustee shall be entitled to a reasonable additional fee for holding title thereto for each year after the year in which such improvement is made.

IN TESTIMONY WHEREOF, the LA SALLE NATIONAL BANK has caused these presents to be signed by its Assistant Vice President, and attested by its Assistant Secretary, and has caused its corporate seal to be hereto attached as and for the act and deed of said Bank, the day and date above written.

ATTEST:

LaSalle National Bank,

Assistant Secretary

By

Assistant Vice President

And on said day, said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.

Joseph Ash (SEAL) Address 77 West Washington - 1211
Chicago, Ill. 60602
(SEAL) Address
(SEAL) Address
(SEAL) Address
(SEAL) Address
(SEAL) Address
(SEAL) Address
(SEAL) Address

May the name of any beneficiary be disclosed to the public? No
Refer written inquiries and legal notices by first class mail to Joseph Ash
May oral inquiries be referred directly? Yes To whom? Joseph Ash
To whom shall bills be mailed? The Alter Group, 3000 Glenview Road, Wilmette, IL 60091

TRUST AGREEMENT

AND
DECLARATION OF TRUST

LaSalle National Bank

135 So. LaSalle Street
Chicago, Illinois 60690

DATED:

TRUST NO.:

RESOLUTION NO. 20978

Background

The Illinois Community College Board (“ICCB”) and the Illinois Tollway entered into an Intergovernmental Agreement (“IGA”) on March 27, 2013, to utilize the ICCB’s resources and experienced staff in various aspects of business development and to develop and implement the “Construction Business Development Center” (“CBDC”). The CBDC was intended to increase the capacity of small construction firms. The IGA, which included an exercised extension option, and was supplemented with additional funding through a First Addendum, will expire on March 27, 2016. ICCB and the Illinois Tollway wish to enter into a Second Addendum to the IGA adding an additional term of nine (9) months, through December 27, 2016. There will not be any additional funds added to this IGA.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement Second Addendum with the Illinois Community College Board, in substantially the form of the Intergovernmental Agreement Second Addendum attached to this Resolution, and the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement Second Addendum.

Approved by: _____

Chairman

**FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS COMMUNITY COLLEGE BOARD**

This FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM (hereinafter referred to as the "ADDENDUM") is entered into this _____ day of _____AD, _____, 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 ILLINOIS COMMUNITY COLLEGE BOARD, as the coordinating board for community colleges of the State of Illinois, hereinafter called the "ICCB", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY and the ICCB entered into an Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT") on March 27, 2013 (Exhibit A), to utilize the ICCB's resources and experienced staff in various aspects of business development and to develop and implement the "Construction Business Development Center" (hereinafter referred to as the "CBDC"), intended to increase the capacity of small construction firms, which included the participation of ICCB member colleges: Prairie State College, South Suburban College and Moraine Valley Community College, in the Chicago Southland Region, and Waubensee Community College; and

WHEREAS, exercising an option contained in the AGREEMENT, the PARTIES entered into an Extension of the AGREEMENT (hereinafter referred to as the "EXTENSION") fully executed on March 24, 2014, to extend the AGREEMENT for the term option of two (2) years beginning March 27, 2014 through March 27, 2016, and added College of Lake County, an ICCB member (Exhibit B); and

WHEREAS, the ILLINOIS TOLLWAY wishes to enter into a FIRST ADDENDUM of the AGREEMENT for the term of nine (9) months beginning March 28, 2016, through December 27, 2016; 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 FIRST ADDENDUM; and

WHEREAS, the ICCB by virtue of its powers as set forth in the Public Community College Act (110 ILCS 805/1 *et seq.*) is authorized to enter into this FIRST ADDENDUM; and

WHEREAS, a cooperative ADDENDUM is appropriate and such an ADDENDUM 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 as to the revisions and additions of the AGREEMENT:

I. PARTIES RESPONSIBILITIES

- A. The PARTIES agree to all the responsibilities enumerated in the original AGREEMENT.

II. TERM

- A. The term of the original AGREEMENT, including extension options, is March 27, 2013, to March 28, 2016. Pursuant to the terms of this FIRST ADDENDUM, the PARTIES agree to extend the end date to December 28, 2016.

III. FINANCIAL

- A. It is mutually agreed by the PARTIES that the costs associated with the Program for the term of the FIRST ADDENDUM shall be an estimated total of \$701,570.00.

IV. GENERAL PROVISIONS

- A. This FIRST ADDENDUM may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- B. The introductory recitals included at the beginning of this FIRST ADDENDUM are agreed to and incorporated into this AGREEMENT.
- C. All other provisions contained in the original AGREEMENT and the EXTENSION that are not in conflict with this FIRST ADDENDUM shall remain in full force and effect.

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

THE ILLINOIS COMMUNITY COLLEGE BOARD

By: _____
Dr. Karen Hunter-Anderson,
Executive Director

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov,
Executive Director

Date: _____

By: _____
Michael Colsch,
Chief of Finance

Date: _____

By: _____
David A. Goldberg,
General Counsel

Date: _____

Approved as to Form and Constitutionality

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS COMMUNITY COLLEGE BOARD**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 27 day of March AD, 2013, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY", and THE ILLINOIS COMMUNITY COLLEGE BOARD, as the coordinating board for community colleges of the State of Illinois, hereinafter called the "ICCB", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving the Toll Highway system in the State of Illinois by implementing the Move Illinois Capital Program for the next fifteen (15) years (hereinafter referred to as the "PROJECT"); and

WHEREAS, the ICCB, as the coordinating board for community colleges, is responsible for administering the Public Community College Act in a manner that maximizes the ability of the community colleges to serve their communities, promotes collaboration within the college and university systems, and accommodates those state initiatives that are appropriate for community colleges; and

WHEREAS, the TOLLWAY, as part of the PROJECT, is interested in utilizing the ICCB's resources and experienced staff in various aspects of business development and requests that the ICCB partner with the TOLLWAY to develop and implement the "Construction Business Development Center", (hereinafter referred to as the "CBDC"). The CBDC will include the participation of Prairie State College, South Suburban College and Moraine Valley Community College in the Chicago Southland Region, and Waubensee Community College to form one single CBDC to increase the capacity of small construction firms; and

WHEREAS, the ICCB agrees to partner with the TOLLWAY to develop and implement the CBDC and bring together managerial, technical and field management assistance; and

WHEREAS, the TOLLWAY and the ICCB by this instrument, desire to determine and establish their respective responsibilities toward technical assistance and funding of the PROJECT as proposed; this AGREEMENT, for recording purposes shall be known as 002012-12; and

WHEREAS, the 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 ICCB by virtue of its powers as set forth in the Public Community College Act (110 ILCS 805/1 *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. PARTIES RESPONSIBILITIES

The ICCB and CBDC shall have the following goals and responsibilities:

- A. CBDC shall prepare local small, minority and women owned business owners to assume leadership positions in the construction industry.
- B. Recruit and market for TOLLWAY projects, to local small, minority, and women owned business in the construction industry.
- C. Enhance the local business environment by developing emerging small, minority and women owned businesses in the construction industry.
- D. Assess and evaluate the needs of the estimated 133 individual potential firms that are expected to apply to the program in the preparation of bid documentation, preparation of estimates, project management, negotiating bonds, etc.
- E. Provide customized and/or classroom technical assistance to approximately 100 assessed firms that meet the specific criteria which shall be selected and approved to participate and be assessed to identify the types of services that are necessary for the firm's growth.
- F. The CBDC shall distribute certificates of completion for services provided to 80 applicants of which 40 will bid on small unbundled TOLLWAY contracts.
- G. The CBDC shall provide the above referenced services to the 40 potential businesses as they prepare to bid on TOLLWAY contracts.
- H. Provide ongoing small, minority and women owned business recruitment, assessment and technical assistance and prepare periodic reports as requested by the TOLLWAY.
- I. The CBDC shall provide follow-up services to those bidders that initially submit unsuccessful bids.

- J. The ICCB shall submit monthly itemized reimbursement requests to the TOLLWAY.
- K. The ICCB shall submit quarterly reports to the TOLLWAY as to the accomplishments and progress of the CBDC.

The TOLLWAY shall be responsible for the following:

- A. The TOLLWAY shall share its "Construction Contract Bid Letting Schedule" document with the ICCB on a periodic basis to ensure alignment with the technical assistance provided through the CBDC.
- B. The TOLLWAY shall fund the ICCB's CBDC to assist the firms with future growth of their business in order to increase their business' capacity in the construction industry and marketplace.

II. SCOPE OF SERVICES

- A. The ICCB will be responsible for ensuring that in effort to prepare the local businesses to successfully prepare bid packages and perform highway construction work, that the CBDC provides the following services and educational opportunities to trainees: personalized business assessment and assistance, case management, workshops and individual counseling, peer groups, networking events, and classroom training.
- B. Programs may include, but not be limited to the following:
 - 1. How to be Successful as a Contractor.
 - 2. How to Prepare to become Bonded.
 - 3. How to do Business with the TOLLWAY.
 - 4. Finance and Accounting for Construction Contractors.
 - 5. Project Planning.
 - 6. Tools for Technology.
 - 7. Safety and Field Operations.

III. TERM

- A. The PARTIES agree that the term of this AGREEMENT shall be from the date of execution by both PARTIES of this document to one (1) full year from the date of

execution, with the option to extend for up to two (2) years if mutually agreed to by both PARTIES and contingent upon the TOLLWAY's available funding, unless otherwise terminated as described in Section IV, A of this AGREEMENT.

IV. TERMINATION

- A. Unless an extension is agreed upon pursuant to Section III, this AGREEMENT will terminate one (1) year from the time of execution of this AGREEMENT or at any time with thirty (30) days written notice by either PARTY. In the event this right of termination is exercised, the ICCB shall be paid for the value of all authorized and acceptable work performed by the CBDC prior to the date of termination which shall be based upon the payment terms set forth in this AGREEMENT.

V. FINANCIAL

- A. The PARTIES agree that the annual estimated costs associated with the Program shall be in accordance with the following, as submitted by the ICCB:

1. <u>CATEGORIES</u>	<u>PRICING</u>	<u>TOTAL</u>
<u>PERSONNEL</u>		
1- Project Manager	\$ 75,000	\$ 75,000
4- Part Time Assistant Managers	\$ 72,000	\$ 72,000
4- Case Managers	\$208,000	\$208,000
<u>EXPENSES</u>		
Technical Assistance Services	\$ 80,000	\$ 80,000
Specialized Assistance (Attorney, CPA, etc.)	\$ 48,000	\$ 48,000
Resource Materials (Books, Software, etc.)	\$ 13,332	\$ 13,332
<u>STAFF OFFICE</u>	\$ 13,332	\$ 13,332
<u>TRAVEL</u>	\$ 6,664	\$ 6,664
<u>PRINTING</u>	\$ 2,664	\$ 2,664
<u>MARKETING</u>	\$ 2,664	\$ 2,664
<u>SUBTOTAL</u>		<u>\$520,656</u>
<u>ADMINISTRATION FEES @ 4 Colleges</u>		\$ 52,066
<u>COORDINATION by ICCB Office of Workforce Development</u>	\$ 5,100	

SUBTOTAL of Administration

\$ 57,166

GRAND TOTAL

\$578,822

- B. The PARTIES agree that the ICCB shall submit itemized invoices monthly to the TOLLWAY in accordance with the above estimated costs as submitted by the ICCB. Any invoices/bills issued by the ICCB to the TOLLWAY pursuant to this AGREEMENT shall be sent to the TOLLWAY at the address listed in VII, L. All invoices shall be on ICCB letterhead, signed and certified that the submitted billings are correct and accurate by an authorized representative of ICCB.
- C. It is mutually agreed by the PARTIES hereto that the annual cost to the TOLLWAY is capped at \$578,822.

VI. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Community College Board 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 ICCB or the TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. The Chief of Diversity and Strategic Development of the TOLLWAY and the Senior Director for Workforce Development of the ICCB shall serve as the full time representatives 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 ICCB and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief of Diversity & Strategic Development of the TOLLWAY and the ICCB's Senior Director for Workforce Development 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 or in the carrying out of the terms of this AGREEMENT, the decision of the Chief of Diversity & Strategic Development of the 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 ICCB certifies that its correct Federal Tax Identification number is 331000747 and it is doing business as a governmental entity, whose mailing address is the Illinois Community College Board, 401 E. Capitol Avenue, Springfield, Illinois 62701.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- J. The failure by the TOLLWAY or the ICCB 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 TOLLWAY or the ICCB unless such provision is waived in writing.
- K. 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.
- L. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief of Diversity & Strategic Development

To the ICCB: The Illinois Community College Board
401 E. Capitol Avenue
Springfield, Illinois 62701
Attn: Senior Director for Workforce Development

- M. The ICCB certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The

contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

- N. The ICCB certifies that neither the ICCB 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. Forced Labor. The ICCB 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 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 cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$31,300.00 and \$20,000.00 for professional and artistic services) the ICCB 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 for \$31,300.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the ICCB to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the ICCB, the procedures of the TOLLWAY will be used. The ICCB 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 TOLLWAY authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.
- Q. The ICCB agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the TOLLWAY and/or the ICCB under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The ICCB 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 TOLLWAY Inspector General, the TOLLWAY Department of Internal Audit, the TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

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

THE ILLINOIS COMMUNITY COLLEGE BOARD

By: Geoffrey S. Obrzut
Geoffrey S. Obrzut, President/
Chief Executive Officer

Date: 3/27/13

Attest: Karen Hunter Anderson

Karen Hunter Anderson
(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: Kristi Lafleur
Kristi Lafleur, Executive Director

Date: 4/24/13

By: Michael Colsch
Michael Colsch, Chief of Finance

Date: 4/22/13

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

Date: 4/19/13

Approved as to Form and Constitutionality

Robert T. Lane, aca 4-19-2013
Robert T. Lane, Senior Assistant Attorney General, State of Illinois

2/28/13

6.4/5

RESOLUTION NO. 19910

Background

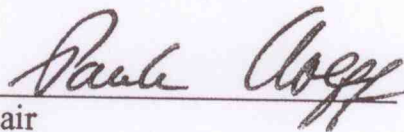
The Tollway is interested in entering into an Intergovernmental Agreement with the Illinois Community College Board (hereinafter referred to as "ICCB"). The ICCB has agreed to partner with the Tollway allowing the Tollway to share the ICCB's resources and experienced staff in various aspects of business development and to develop and implement the "Construction Business Development Center" (hereinafter referred to as the "CBDC"). This agreement will include the participation of various Illinois community colleges including: Prairie State College, South Suburban College and Moraine Valley Community College in the Chicago Southland Region and Waubensee Community College. These community colleges will form a single CBDC with a goal of increasing the capacity of small construction firms. The term of this Agreement shall be one (1) full year, with the option to extend for up to two (2) years if mutually agreed to by the parties. The annual cost to the Tollway is estimated at \$578,822.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement with the Illinois Community College Board in substantially the form of the Intergovernmental Agreement attached to this Resolution, the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement and the Chief of Finance is authorized to issue payments as required by the Intergovernmental Agreement.

Approved by: _____

Chair





THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: Eileen Cosgriff, CIS

FROM: Robert T. Lane, Sr. Assistant Attorney General *RTL*

DATE: April 24, 2013

SUBJECT: *Intergovernmental Agreement between The Illinois State Toll Highway Authority and The Illinois Community College Board*

Attached please find one (1) fully executed original Intergovernmental Agreement between the Illinois State Toll Highway Authority and The Illinois Community College Board to develop and implement the "Construction Business Development Center" (CBDC).

This document is transmitted to your attention for the Department's records.

This Agreement was approved by the Board by Resolution No. 19910 at the regular meeting of 2/28/13.

RTL:mw
Attachment

cc:	B. Clingman	J. Romano
	G. Giraldo	P. Pearn
	D. Goldberg	S. Talaber
	P. Kovacs	V. Yee
	R. Lane	G. Zimmer
	D. Manetti	R. Zuccherro
	M. Molliconi	



*The Illinois Tollway
2700 Ogden Avenue
Downers Grove, Illinois 60515-1703
Phone: 630/241-6800
Fax: 630/241-6100
TTY: 630/241-6898*

April 25, 2013

Mr. Geoffrey S. Obrzut, President
Chief Executive Officer
The Illinois Community College Board
401 E. Capitol Avenue
Springfield, IL 62701

***Re: Intergovernmental Agreement between The Illinois State Toll Highway Authority
and The Illinois Community College Board***

Dear Mr. Obrzut:

Enclosed please find one (1) fully executed Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Illinois Community College Board to develop and implement the "Construction Business Development Center" Technical Assistance Program.

Very truly yours,

Robert T. Lane
Sr. Assistant Attorney General

RTL:mw
Enclosure

DRAFT

Board Meeting
February 2013
Legal Department



Item Number: 6.4/5
Activity Type: Approval

Intergovernmental Agreement

Contract Number/Vendor: N/A

Description: An Intergovernmental Agreement with the Illinois Community College

Background: The Tollway is interested in utilizing the ICCB's resources and experienced staff in various aspects of business development and requests that the ICCB partner with the Tollway to develop and implement the "Construction Business Development Center", (hereinafter referred to as the "CBDC"), which will involve the participation of Prairie State College, South Suburban College and Moraine Valley Community College in the Chicago Southland Region and Waubensee Community College to form one single CBDC to increase the capacity of small construction firms. The term of this Agreement shall be from the date of execution by both parties of this document to one (1) full year from the date of execution, with the option to extend for up to two (2) years if mutually agreed to by both parties and contingent upon the Tollway's available funding.

Amount: The annual cost to the Tollway is estimated to be a maximum of \$578,822.

16A 002012-12

Project or Annual Budget Detail

**Intergovernmental Agreement - Illinois Community College - Construction Business
Development Center**

Category	2013 Budget	IGA Agreement	2013 Estimate	2014 Estimate
Outside Services 01-0000-19-43-000	\$300,000	\$100,000	\$83,333	\$16,667
Diversity Technical Assistance Other Projects 50-Req2013-92	\$600,000	\$478,822	\$478,822	\$0
TOTAL		\$578,822	\$562,155	\$16,667

Comments:

TO: Board of Directors

FROM: Law Department

DATE: February 28, 2013

SUBJECT: An Intergovernmental Agreement with the Illinois Community College Board

ACTION REQUESTED

A resolution authorizing the execution of an Intergovernmental Agreement with the Illinois Community College Board (ICCB).

BACKGROUND

The TOLLWAY is interested in utilizing the ICCB's resources and experienced staff in various aspects of business development and requests that the ICCB partner with the TOLLWAY to develop and implement the "Construction Business Development Center", (hereinafter referred to as the "CBCD"), which will involve the participation of Prairie State College, South Suburban College and Moraine Valley Community College in the Chicago Southland Region to form one single CBCD to increase the capacity of small construction firms. The term of this AGREEMENT shall be from the date of execution by both PARTIES of this document to one (1) full year from the date of execution, with the option to extend for up to (2) years if mutually agreed to by both PARTIES and contingent upon the TOLLWAY's available funding.

BUDGETARY IMPACT

The annual cost to the TOLLWAY is estimated to be a maximum of \$578,822.



March 10, 2014

Dr. Karen Hunter Anderson
Executive Director
Illinois Community College Board
401 E. Capital Avenue
Springfield, IL 62701

RE: Extension of Intergovernmental Agreement

Dear Dr. Anderson:

The Illinois Toll Highway Authority, in accordance with the Intergovernmental Agreement (IGA) dated March 27, 2013 would like to extend the subject IGA for the term option of two (2) years, depending on Illinois Toll Highway Authority funding availability, beginning March 27, 2014 through March 27, 2016. The two year extension will allow a continuation of training and technical assistance services by the Illinois Community College Board (ICCB) to construction contractors as provided for in the IGA.

Please indicate ICCB's concurrence with this request by countersigning below and returning this letter to the Illinois Toll Highway Authority.

Sincerely,

Kristi Lafleur
Executive Director

Dr. Karen Hunter Anderson, Executive Director
Illinois Community College Board

3/24/14
Date

DRAFT

Board Meeting

September 2014

Legal Department



Item Number: 6.4/2

Activity Type: Resolution

Intergovernmental Addendum Agreement

Contract #: N/A

Description: An Addendum to an Intergovernmental Agreement with Illinois Community College Board.

Background: The Tollway and the ICCB entered into an Intergovernmental Agreement (hereinafter referred to as "IGA") dated March 27, 2013. The IGA allows the Tollway to utilize the ICCB's resources and experienced staff to assist the Tollway with its business development and the establishment of the "Construction Business Development Center" (hereinafter referred to as the "CBDC"). The CBDC is comprised of identified ICCB member colleges which employ and train individuals possessing the necessary knowledge and skill to help the Tollway increase the capacity of small construction firms.

This Addendum adds an additional \$122,648 in funding to the annual budget capping the annual budget at \$701,470. It also adds the College of Lake County as an additional authorized CBDC partner.

Amount: This addendum increases the annual funding \$122,648 for each of the remaining two years of the agreement and will require an additional \$245,296 in total funding.

Cost to the Tollway: \$245,296.00

1011002012-12

DRAFT

Board Meeting

September 2014

Legal Department



Item Number: **6.4/2**

Activity Type: Resolution

Intergovernmental Addendum Agreement

Project or Annual Budget Detail

An Addendum to an Intergovernmental Agreement - Illinois Community College Board

Category	2014 Budget for Agreement	IGA Addendum	Multi Year Funding	2014 Estimate	2015 Estimate
01-0000-19-43-0000 Outsides Services	\$481,007	\$245,298	Yes	\$122,648	\$122,648

Comments:

The Addendum will increase the agreement amount from \$578,822 to \$824,470.

For this agreement \$97,815 was spent in 2013, and \$117,898 has been spent in 2014.

Diversity Program Detail

Addendum to an Intergovernmental Agreement with the Illinois Community College Board

Vendor	Certification	% of Committed Goal	Ethnic Group	Gender
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Comments:

BEP Goal is not applicable.

9/25/14

6.4/2

RESOLUTION NO. 20479

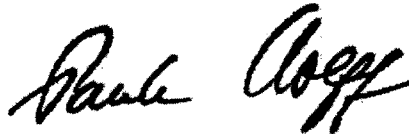
Background

The Tollway is interested in entering into an Addendum to its Intergovernmental Agreement with the Illinois Community College Board (hereinafter referred to as "ICCB"). The ICCB agreed to partner with the Tollway allowing the Tollway to share and benefit from the ICCB's resources and experienced staff to assist the agency with its business development and the development and implementation of the "Construction Business Development Center" (hereinafter referred to as the "CBDC"). The CBDC is comprised of identified ICCB member colleges which employ and train individuals possessing the knowledge and skill necessary to help the Tollway increase the capacity of small construction firms. This Addendum adds the College of Lake County as an additional authorized CBDC partner and an additional \$122,648 in annual funding amounting to an additional \$245,296 for the remainder of the term of the agreement.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Addendum to the Intergovernmental Agreement with the Illinois Community College Board in substantially the form of the Intergovernmental Agreement attached to this Resolution, the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.

Approved by: _____



Chair

**INTERGOVERNMENTAL ADDENDUM AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS COMMUNITY COLLEGE BOARD**

This INTERGOVERNMENTAL ADDENDUM AGREEMENT (hereinafter referred to as the "ADDENDUM") is entered into this 10TH day of NOVEMBER AD, 2014, 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 ILLINOIS COMMUNITY COLLEGE BOARD, as the coordinating board for community colleges of the State of Illinois, hereinafter called the "ICCB", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY and the ICCB entered into an Intergovernmental Agreement number 002012-12, (hereinafter referred to as the "AGREEMENT") dated March 27, 2013 and fully executed on April 24, 2013, to utilize the ICCB's resources and experienced staff in various aspects of business development and to develop and implement the "Construction Business Development Center", (hereinafter referred to as the "CBDC") which included the participation of ICCB member colleges: Prairie State College, South Suburban College and Moraine Valley Community College in the Chicago Southland Region, and Waubensee Community College intended to increase the capacity of small construction firms; and

WHEREAS, exercising an option contained in the AGREEMENT, the PARTIES entered into an Extension of the AGREEMENT (hereinafter referred to as the "EXTENTION") dated March 10, 2014 and fully executed on March 24, 2014, to extend the AGREEMENT for the term option of two (2) years beginning March 27, 2014 through March 27, 2016; and

WHEREAS, the PARTIES agree to add the College of Lake County, an ICCB member which possesses the necessary resources and staff trained in various aspects of business development to the consortium of the CBDC partners providing services under the AGREEMENT and the EXTENSION; and

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

WHEREAS, the ICCB by virtue of its powers as set forth in the Public Community College Act (110 ILCS 805/1 *et seq.*) is authorized to enter into this ADDENDUM; and

WHEREAS, a cooperative ADDENDUM is appropriate and such an ADDENDUM 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 as to the revisions and additions of the AGREEMENT:

I. PARTIES RESPONSIBILITIES

1. D. shall be revised to read as follows:

"Assess and evaluate the needs of the firms (currently estimated at 160) that are expected to apply to the program in the preparation of bid documentation, preparation of estimates, project management, negotiating bonds, etc."

2. E. shall be revised to read as follows:

"Provide customized and/or classroom technical assistance to assessed firms (currently estimated at 120) that meet the specific criteria which shall be selected and approved to participate and be assessed to identify the types of services that are necessary for the firm's growth."

3. F. shall be revised to read as follows:

"The CBDC shall distribute certificates of completion for services provided to 96 applicants of which 48 will bid on small unbundled TOLLWAY contracts."

4. G. shall be revised to read as follows:

"The CBDC shall provide the above referenced services to the businesses (currently estimated at 48) as they prepare to bid on TOLLWAY contracts."

III. TERM

1. The term shall be revised to read as follows:

"The PARTIES agree that the term of this AGREEMENT shall be from March 27, 2013 to March 27, 2016. It is agreed and understood that this ADDENDUM is contingent upon the TOLLWAY having adequate funding in its budget unless otherwise terminated as described in Section IV, A of this AGREEMENT."

V. FINANCIAL

1. The Financial Section V shall be revised to read as follows:

- A. The PARTIES agree that the annual estimated costs associated with the Program shall be in accordance with the following, as submitted by the ICCB:

<u>CATEGORIES</u>	<u>PRICING</u>	<u>TOTAL</u>
<u>PERSONNEL</u>		
1- Project Manager	\$ 75,000	\$ 75,000
5- Part Time Assistant Managers	\$ 18,000	\$ 90,000
5- Case Managers	\$ 57,000	\$285,000
<u>EXPENSES</u>		
Technical Assistance Services	\$ 62,800	\$ 62,800
Specialized Assistance (Attorney, CPA, etc.)	\$ 37,442	\$ 37,442
Resource Materials (Books, Software, etc.)	\$ 15,000	\$ 15,000
<u>STAFF OFFICE</u>	\$ 6,998	\$ 6,998
<u>TRAVEL</u>	\$ 26,100	\$ 26,100
<u>PRINTING</u>	\$ 5,014	\$ 5,014
<u>MARKETING</u>	\$ 30,000	\$ 30,000
<u>SUBTOTAL</u>		<u>\$633,354</u>
<u>ADMINISTRATION FEES @ 5 Colleges</u>		\$ 63,116
<u>COORDINATION by ICCB Office of Workforce Development</u>	\$ 5,100	
<u>GRAND TOTAL</u>		<u>\$701,570</u>

- B. The PARTIES agree that the ICCB shall submit itemized invoices monthly to the TOLLWAY in accordance with the above estimated costs as submitted by the ICCB. Any invoices/bills issued by the ICCB to the TOLLWAY pursuant to this AGREEMENT shall be sent to the TOLLWAY at the address listed in VII, L. All invoices shall be on ICCB letterhead, signed and certified that the submitted billings are correct and accurate by an authorized representative of ICCB.
- C. It is mutually agreed by the PARTIES hereto that the annual cost to the TOLLWAY is capped at \$701,570.

VI. GENERAL PROVISIONS

- A. This ADDENDUM may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- B. The introductory recitals included at the beginning of this ADDENDUM are agreed to and incorporated into this AGREEMENT.
- C. All other provisions contained in the original AGREEMENT and the EXTENSION that are not in conflict with this ADDENDUM shall remain in full force and effect.

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

THE ILLINOIS COMMUNITY COLLEGE BOARD

By: Karen Hunter-Anderson
Dr. Karen Hunter-Anderson,
Executive Director

Date: 10/9/14

Attest: Ellen M. Andres

Ellen M. Andres
(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: Kristi Lafleur
Kristi Lafleur, Executive Director

Date: 10/10/14

By: Michael Colsch
Michael Colsch, Chief of Finance

Date: 11/5/14

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

Date: 10/28/14

Approved as to Form and Constitutionality

Robert T. Lane 10-20-2014
Robert T. Lane, Senior Assistant Attorney General, State of Illinois

9/25/14

6.4/2

RESOLUTION NO. 20479

Background

The Tollway is interested in entering into an Addendum to its Intergovernmental Agreement with the Illinois Community College Board (hereinafter referred to as "ICCB"). The ICCB agreed to partner with the Tollway allowing the Tollway to share and benefit from the ICCB's resources and experienced staff to assist the agency with its business development and the development and implementation of the "Construction Business Development Center" (hereinafter referred to as the "CBDC"). The CBDC is comprised of identified ICCB member colleges which employ and train individuals possessing the knowledge and skill necessary to help the Tollway increase the capacity of small construction firms. This Addendum adds the College of Lake County as an additional authorized CBDC partner and an additional \$122,648 in annual funding amounting to an additional \$245,296 for the remainder of the term of the agreement.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Addendum to the Intergovernmental Agreement with the Illinois Community College Board in substantially the form of the Intergovernmental Agreement attached to this Resolution, the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.

Approved by: _____



Chair

2/28/13

6.4/5

RESOLUTION NO. 19910

Background

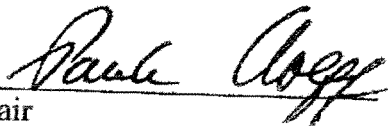
The Tollway is interested in entering into an Intergovernmental Agreement with the Illinois Community College Board (hereinafter referred to as "ICCB"). The ICCB has agreed to partner with the Tollway allowing the Tollway to share the ICCB's resources and experienced staff in various aspects of business development and to develop and implement the "Construction Business Development Center" (hereinafter referred to as the "CBDC"). This agreement will include the participation of various Illinois community colleges including: Prairie State College, South Suburban College and Moraine Valley Community College in the Chicago Southland Region and Waubensee Community College. These community colleges will form a single CBDC with a goal of increasing the capacity of small construction firms. The term of this Agreement shall be one (1) full year, with the option to extend for up to two (2) years if mutually agreed to by the parties. The annual cost to the Tollway is estimated at \$578,822.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement with the Illinois Community College Board in substantially the form of the Intergovernmental Agreement attached to this Resolution, the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement and the Chief of Finance is authorized to issue payments as required by the Intergovernmental Agreement.

Approved by: _____

Chair



RESOLUTION NO. 20979

Background

The Illinois Department of Commerce and Economic Opportunity (“DCEO”) and the Illinois Tollway entered into an Intergovernmental Agreement (“IGA”) on March 28, 2013. The IGA allowed the Tollway to utilize DCEO’s resources and experienced staff to administer technical assistance to small businesses, including minority and women businesses, in the construction industry. These services enable these businesses to increase their capacity in heavy highway construction and transportation related industries. This IGA included an exercised extension option and will expire on March 28, 2016. DCEO and the Illinois Tollway wish to enter into a First Addendum to the IGA for an additional term of nine (9) months, through December 28, 2016. There will not be any additional funds added to this IGA.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into a to an Intergovernmental Agreement First Addendum with the Illinois Department of Commerce and Economic Opportunity in substantially the form of the Intergovernmental Agreement First Addendum attached to this Resolution, the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement First Addendum.

Approved by: _____

Chairman

**FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC
OPPORTUNITY**

This FIRST INTERGOVERNMENTAL AGREEMENT ADDENDUM (hereinafter referred to as the "ADDENDUM") is entered into this _____ day of _____AD, ____, 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 ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, as the coordinating board for community colleges of the State of Illinois, hereinafter called the "DCEO", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY and the DCEO entered into an Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT") on March 28, 2013 (Exhibit A), to utilize the DCEO's resources and experienced staff to administer technical assistance to small businesses including minority and women businesses in the construction industry and provide consulting services and technical assistance that will enable them to increase their capacity in heavy highway construction and transportation related industries; and

WHEREAS, exercising an option contained in the AGREEMENT, the PARTIES entered into an Extension of the AGREEMENT (hereinafter referred to as the "EXTENSION"), fully executed on March 18, 2014, to extend the AGREEMENT for the term option of two (2) years beginning March 28, 2014, through March 28, 2016 (Exhibit B); and

WHEREAS, the ILLINOIS TOLLWAY wishes to enter into its FIRST ADDENDUM, number 002012-08-1, of the AGREEMENT for the term of nine (9) months beginning March 29, 2016, through December 28, 2016; 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 First Addendum; and

WHEREAS, the DCEO by virtue of its powers as set forth in 20 ILCS 605/605-55 *et seq.* is authorized to enter into this First Addendum; and

WHEREAS, Illinois Procurement Laws allow and encourage cooperative purchasing, 44 Ill. Admn. Code 1.5420.; and

WHEREAS, a cooperative ADDENDUM is appropriate and such an ADDENDUM 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 as to the revisions and additions of the AGREEMENT:

I. PARTIES RESPONSIBILITIES

- A. The PARTIES agree to all the responsibilities enumerated in the original AGREEMENT.

III. TERM

- A. The term of the original AGREEMENT, including extension options, is march 28, 2013, to March 28, 2016. Pursuant to the terms of this FIRST ADDENDUM, the PARTIES agree to extend the end date to December 28, 2016.

III. FINANCIAL

- A. It is mutually agreed by the PARTIES that the costs associated with the Program for the term of the FIRST ADDENDUM shall be an estimated total of \$135,000.00.

IV. GENERAL PROVISIONS

- A. This FIRST ADDENDUM may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- B. The introductory recitals included at the beginning of this FIRST ADDENDUM are agreed to and incorporated into this AGREEMENT.
- C. All other provisions contained in the original AGREEMENT and the EXTENSION that are not in conflict with this FIRST ADDENDUM shall remain in full force and effect.

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

THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____
Adam Pollet,
Director

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov,
Executive Director

Date: _____

Approved as to Form and Constitutionality

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

IGA-FirstAddendum_2012-08-1.DCEO_Technical Assistance Program.sef.1.28.15

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC
OPPORTUNITY**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 28 day of March AD, 2013, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "TOLLWAY", and THE STATE OF ILLINOIS, acting by and through its DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, hereinafter called the "DCEO", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the DCEO currently has contracts in place with consultants to administer technical assistance to small businesses including minority and women businesses in the construction industry. The DCEO also provides consulting services and technical assistance that will enable them to increase their capacity in heavy highway construction and transportation related industries; and

WHEREAS, the TOLLWAY shares the DCEO's interest in providing consulting services and technical assistance to these small businesses including minority and women businesses and firms that support these programs; and

WHEREAS, the TOLLWAY is interested in utilizing the DCEO's resources and requests that the DCEO include the TOLLWAY's scope of work as it relates to this document, in its consulting contracts related to the small business goals identified in this AGREEMENT on its contracts; and

WHEREAS, the DCEO agrees to the TOLLWAY's request to share in its existing contracts with the TOLLWAY; and

WHEREAS, the TOLLWAY and the DCEO by this instrument, desire to determine and establish their respective responsibilities toward cooperation, best use of contracts and funding as proposed; this AGREEMENT, for recording purposes shall be known as 002012-08; and

WHEREAS, the 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 DCEO by virtue of its powers as set forth in 20 ILCS 605/605-55 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, Illinois Procurement Laws allow and encourage cooperative purchasing, 44 Ill. Admn. Code 1.5420.; 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. PARTIES RESPONSIBILITIES

- A. The DCEO agrees to be responsible for administering the contract(s) with the consultant(s). Further the PARTIES agree that in the administering for said services, the DCEO shall make it clear to the consultant(s) that the services will be provided for the benefit of the DCEO and the TOLLWAY and that the TOLLWAY shall have the same right of access to the consultant(s) records and personnel as the DCEO.

II. REQUESTED SCOPE OF SERVICES

- A. The PARTIES anticipate the TOLLWAY receiving some of the services and benefits provided for in the DCEO's existing and subsequently procured contracts of the same nature as those identified in the Recitals of this AGREEMENT, which may include, but not be limited to the following services:
- B. Consulting services and technical assistance with respect to issues including but not limited to bonding, insurance, debt equity, and capital markets.
- C. A custom roadmap will be created for each entrepreneur that reflects a specific growth path for the company.
- D. Workshops will be conducted to address and focus on the implementation of business concepts and instituting timelines for key milestone with emphasis placed on areas related to heavy highway construction.
- E. Provide one on one contractor consulting.
- F. Access shall be provided to the following programs: the Great Lakes Region Small Business Transportation Resource Center, the Illinois Procurement Technical Assistance and Small business Development Centers.
- G. Counseling shall be provided with respect to obtaining certification, bid and bonding information, business planning and loan packaging.

- H. Workshops will be conducted that address achieving growth through financial structuring, developing a growth strategy and successful implementation – new product/service development and innovation, heavy highway construction/transportation.
- I. Comprehensive outreach activities will be conducted to promote the program, identify and recruit program participants.
- J. Ensure that the businesses with the highest potential to be successful in heavy highway construction are selected for participation in the program.
- K. Technical assistance will be provided to ensure that small businesses have a solid foundation with strong management, financial, operational, sales and marketing practices that enable them to develop a strategic approach for growth and success.

III. TERM

- A. The PARTIES agree that the term of this AGREEMENT shall be from the date of execution by both PARTIES of this document to one (1) full year from the date of execution, with the option to extend for up to two (2) years if mutually agreed to by both PARTIES and contingent upon the DCEO's contract extension with qualified consultant(s), and the TOLLWAY's available funding, unless otherwise terminated as described in Section IV, A of this AGREEMENT.

IV. TERMINATION

- A. This AGREEMENT will terminate prior to the end of the Term identified in Section III. A. of this AGREEMENT upon expiration of DCEO's contract(s) (including any extensions) with the consultant(s); or,
- B. Either PARTY may terminate this AGREEMENT by giving thirty (30) days written notice; and,
- C. The PARTIES agree that the consultant(s) shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in this AGREEMENT.

V. FINANCIAL

- A. The PARTIES agree that the costs associated with the negotiated DCEO contract(s) when shared by the TOLLWAY, shall be in accordance with the contract unit prices.
- B. The PARTIES agree that the DCEO will send the TOLLWAY a copy of all invoices received from the consultant(s) pertaining to TOLLWAY requested work, and upon review and approval the TOLLWAY will be responsible for

100% of the amount of said invoice(s) pertaining to that work. After the TOLLWAY's approval, the DCEO will pay said invoice(s) to the consultant(s) performing the TOLLWAY work subject to reimbursement as stated in Section V, C below.

- C. The amount shown on each invoice shall be in accordance with the rates established in the contract unit prices. All non-labor costs, if allowable, shall be listed and itemized. Any invoices/bills issued by the DCEO to the TOLLWAY pursuant to this AGREEMENT shall be sent to the TOLLWAY at the address listed in VI, O. All invoices shall be signed by an authorized representative of the DCEO.
- D. It is mutually agreed by the PARTIES hereto that the annual cost to the TOLLWAY is estimated at \$188,000. It is further agreed that notwithstanding the estimated cost, the TOLLWAY shall be responsible for the actual costs associated with the requested work described in the Recital section and as further defined in Section II of this AGREEMENT.

VI. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Illinois Department of Commerce and Economic Opportunity 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 DCEO or the 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 representative of the said PARTY during the carrying out of the execution of 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 DCEO and the TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief of Diversity & Strategic Development of the TOLLWAY and the Deputy Director, DCEO Office of Entrepreneurship, Innovation & Technology 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 Executive

Director of the TOLLWAY and the Director of the DCEO shall meet and their decision shall be final.

- F. This AGREEMENT may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this AGREEMENT must be produced or exhibited, be the AGREEMENT but all such counterparts shall constitute one and the same instrument.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The DCEO agrees that in the event any work is performed by other than DCEO personnel, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- I. Under penalties of perjury, the DCEO certifies that its correct Federal Tax Identification number is 37-1380174 and it is doing business as a governmental entity, whose mailing address is 500 East Monroe, Springfield, Illinois 62701-1643.
- J. Under penalties of perjury, the TOLLWAY certifies that its correct Federal Tax Identification number is 36 2811931 and it is doing business as a governmental entity, whose mailing address is the Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
- K. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- L. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- M. The failure by the TOLLWAY or the DCEO 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 TOLLWAY or the DCEO unless such provision is waived in writing.
- N. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- O. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue

Downers Grove, Illinois 60515
Attn: Chief of Diversity & Strategic Development

To the DCEO:

The Illinois Small Business Development Center
DCEO Office of Entrepreneurship, Innovation &
Technology
500 East Monroe
Springfield, Illinois 62701
Attn: State Director

- P. The DCEO certifies that DCEO's existing and subsequently procured contracts utilized pursuant to this Agreement will require vendors to provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- Q. The DCEO certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
- R. The DCEO certifies that neither the DCEO 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).
- S. The DCEO agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the TOLLWAY and/or the DCEO under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The DCEO 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 TOLLWAY Inspector General, the TOLLWAY Department of Internal Audit, the TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- T. Federal Funds are not applicable to this AGREEMENT.

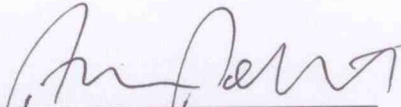
U. Professional Service and other contracts contemplated under this AGREEMENT to the extent applicable shall be procured in accordance with the requirements of Illinois Procurement Code, 30 ILCS 500/1 *et seq.* and the Governmental Joint Purchasing Act, 30 ILCS 525 *et seq.*

V. The DCEO 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 DCEO 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).

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

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

THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

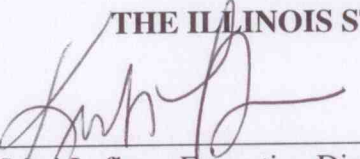
By: 
Adam Pollet, Acting Director

Date: 3/13/13

Attest: _____

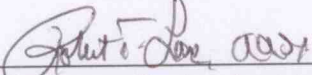
(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: 
Kristi Lafleur, Executive Director

Date: 3/28/13

Approved as to Form and Constitutionality

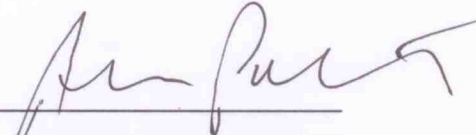
 3-19-2013
Robert T. Lane, Senior Assistant Attorney General, State of Illinois

CERTIFICATION UNDER OATH

DCEO certifies under oath that all information in the attached Intergovernmental Agreement Between The Illinois State Toll Highway Authority and The Illinois Department Of Commerce And Economic Opportunity is true and correct to the best of the DCEO's knowledge, information, and belief; that the funds shall be used only for the purposes described in such Intergovernmental Agreement; and that the award of funds is conditioned upon such certification.

THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By:



Adam Pollet, Acting Director

Date:

3/13/13

2/28/13

6.4/3

RESOLUTION NO. 19908

Background

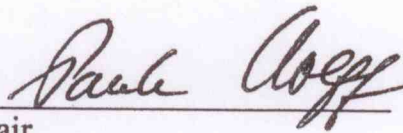
The Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as "DCEO") contracts with consultants to provide consulting services and technical assistance to small businesses including minority and women businesses in the construction industry. The services are intended to enable these business to increase their capacity in heavy highway construction and transportation related industries. The Tollway and DCEO are interested in partnering to allow the Tollway to share DCEO's contractual and other resources. The term of the agreement is one-year with the option to renew for two additional years if agreed upon by the parties. The annual cost to the Tollway is estimated at \$188,000.

Resolution

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement with the Illinois Department of Commerce and Economic Opportunity in substantially the form of the Intergovernmental Agreement attached to this Resolution. The Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement and the Chief of Finance is authorized to issue payments as required by the Intergovernmental Agreement.

Approved by: _____

Chair





*The Illinois Tollway
2700 Ogden Avenue
Downers Grove, Illinois 60515-1703
Phone: 630/241-6800
Fax: 630/241-6100
TTY: 630/241-6898*

March 20, 2013

The Illinois Small Business Development Center
DCEO Office of Entrepreneurship
Innovation & Technology
500 East Monroe St.
Springfield, IL 62701

Attn: State Director

***Re: Intergovernmental Agreement between The Illinois State Toll Highway Authority
and The Illinois Department of Commerce and Economic Opportunity***

Dear Sir or Madam:

Enclosed please find one (1) fully executed Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Illinois Department of Commerce and Economic Opportunity in connection with the above-captioned project.

Very truly yours,

Robert T. Lane
Sr. Assistant Attorney General

RTL:mw
Enclosure



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

TO: Eileen Cosgriff, CIS

FROM: Robert T. Lane, Sr. Assistant Attorney General *RTL*

DATE: March 28, 2013

SUBJECT: *Intergovernmental Agreement between The Illinois State Toll Highway Authority and The Illinois Department of Commerce and Economic Opportunity*

Attached please find one (1) fully executed original Intergovernmental Agreement between the Illinois State Toll Highway Authority and The Illinois Department of Commerce and Economic Opportunity for consulting services and technical assistance to small businesses including minority and women businesses in the construction industry.

This document is transmitted to your attention for the Department's records.

This Agreement was approved by the Board by Resolution No. 19908 at the regular meeting of 2/28/13.

RTL:mw
Attachment

cc:	B. Clingman	P. Pearn
	G. Giraldo	S. Talaber
	P. Kovacs	V. Yee
	D. Manetti	G. Zimmer
	M. Molliconi	R. Zuccherro
	J. Romano	



March 10, 2014

Adam Pollet
Director
Illinois Department of Commerce and Economic Opportunity
500 E. Monroe
Springfield, IL 62701

RE: Extension of Intergovernmental Agreement

Dear Mr. Pollet:

The Illinois Toll Highway Authority, in accordance with the March 28, 2013. Intergovernmental Agreement (IGA) between the Illinois Department of Commerce and Economic Opportunity and the Illinois Toll Highway Authority, would like to extend the subject IGA for the term option of two (2) years beginning March 28, 2014 through March 28, 2016. This extension is contingent upon the continuance of Illinois Department of Commerce and Economic Opportunity (DCEO) contract with the Illinois Hispanic Chamber of Commerce and the Illinois Toll Highway Authority's funding availability which shall also be in accordance with the IGA. The two year extension will allow a continuation of training and technical assistance services to construction contractors as provided for in the IGA.

Please indicate DCEO's concurrence with this request by countersigning below and returning this letter to the Illinois Toll Highway Authority.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristi Lafleur', written over a horizontal line.

Kristi Lafleur
Executive Director

A handwritten signature in black ink, appearing to read 'Adam Pollet', written over a horizontal line.

By A handwritten signature in black ink, appearing to read 'Ellen McCurdy', written over a horizontal line.
Ellen McCurdy
Policy Advisor

Adam Pollet, Director
Illinois Department of Commerce and Economic Opportunity

3/18/14

Date

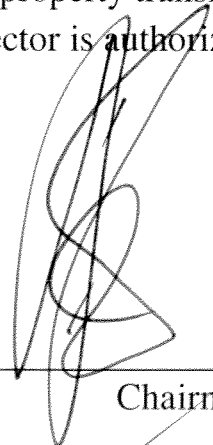
RESOLUTION NO. 20980

Background

Illinois Department of Transportation (“IDOT”) and the Illinois Tollway entered into a 2012 Memorandum of Understanding to rehabilitate, re-construct and operate the existing Elgin O’Hare Expressway as a tolled facility. It was agreed that in order to implement the Project, certain properties would be transferred between the agencies. The specific parcels to be transferred and exchanged are outlined in this Intergovernmental Agreement. They are all situated along the Elgin O’Hare Expressway, from U.S. 20 to Illinois Route 53. There will be no cash payments made or received for the various parcels.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between The Illinois State Toll Highway Authority and the Illinois Department of Transportation, in substantially the form of the Intergovernmental Agreement attached to this Resolution, in order to effectuate real property transfers between the agencies. 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 ILLINOIS DEPARTMENT OF TRANSPORTATION**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____ AD, 2015, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", 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".

WITNESSETH:

WHEREAS, the DEPARTMENT and the ILLINOIS TOLLWAY after extensive study and analysis, agree that the existing Elgin O'Hare Expressway should be rehabilitated, re-constructed and operated as a tolled facility; and

WHEREAS, the DEPARTMENT and the ILLINOIS TOLLWAY executed a Memorandum of Understanding dated June 15, 2012 (hereinafter referred to as the "MOU" concerning the "Elgin O'Hare Western Access"; and

WHEREAS, the PARTIES own certain properties on which the PROJECT is to be constructed and maintained, which for the purpose of implementing the PROJECT, are required to be transferred from one PARTY to the other PARTY as outlined in this AGREEMENT; and

WHEREAS, this AGREEMENT (shall be known, for recording purposes, as #002015-06); and

WHEREAS, the parcels to be transferred in accordance with this AGREEMENT are situated along the existing Elgin O'Hare Expressway (also known as Illinois Route 390) between U.S. 20 and York Road; 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 5/4-101 *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 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 them as follows, to wit:

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 DEPARTMENT to the ILLINOIS TOLLWAY on or before the "Date of Conveyance" subject to, and based upon the actual "Tolling Start Date" as indicated in "Exhibit A", attached hereto.
- B. The following parcels shall be transferred or conveyed by the ILLINOIS TOLLWAY to the DEPARTMENT as indicated in Exhibit A, attached hereto.
- C. The PARTIES agree to simultaneously transfer and convey the parcels identified above to the other PARTY on or before the "Date of Conveyance" as shown on Exhibit A, or an alternate date mutually agreed upon by both PARTIES.
- D. 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 currently owned by the ILLINOIS TOLLWAY to be transferred to the DEPARTMENT and for all parcels currently owned by the DEPARTMENT to be transferred to the ILLINOIS TOLLWAY.
- E. Any and all right of way acquisition costs, including but not limited to the purchase price, expenses for title research, survey preparation, and appraisal, negotiations, relocation, and court proceedings shall be borne by the transferring PARTY and shall not be subject to reimbursement by the receiving PARTY.
- F. The PARTIES agree to convey fee simple title, or any lesser property interest as may be required for the PROJECT, to the other PARTY. To effectuate the conveyance, the granting PARTY shall execute and deliver a general warrantee deed in a form established by the ILLINOIS TOLLWAY.

- G. Unless otherwise agreed, the granting PARTY will provide the receiving PARTY the following documentation associated with the parcels being conveyed:
- Original Title Commitment
 - Plat & Legal
 - Appraisal(s)
 - Negotiator's Report
 - Relocation Forms
 - Final Offer Letter
 - Complaint for Condemnation
 - Recorded Lis Pendens
 - Certificate of Publication
 - Preliminary Just Compensation Order
 - Court Order Deposit Receipt(s)
 - Order Vesting Title
 - Tax Exemption Application and Approval
 - Disclosure of Beneficial Ownership
 - Stipulation for Settlement
 - Reordered Final Judgment Order
 - Final Judgment Deposit Receipt
 - Satisfaction of Judgment Order
 - Title Policy (in the amount of purchase less damages.)
 - Invoices and receipts for all associated costs of acquisition.
- H. In order to avoid PROJECT delays, the DEPARTMENT hereby permits and authorizes the ILLINOIS TOLLWAY, its employees, vendors, and/or contractor(s), without charge, to have immediate, unrestricted access to all parcels identified in Exhibit A.
- I. All land conveyances referenced in this Agreement will be tendered and accepted for recordation.
- J. The ILLINOIS TOLLWAY shall record all deeds and any other documents that must be recorded.
- K. The DEPARTMENT shall grant permanent easements for all ILLINOIS TOLLWAY structures constructed over DEPARTMENT roads at no cost to the ILLINOIS TOLLWAY. Said permanent easements shall be in a form reasonably acceptable to the ILLINOIS TOLLWAY and shall include all rights and interests necessary for the maintenance, construction, reconstruction, widening and operation of the Toll Highway.

IV. 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 VI of this AGREEMENT.

V. FINANCIAL

- A. The PARTIES agree to transfer the properties identified in this AGREEMENT without cash consideration. The PARTIES agree and acknowledge that the construction and completion of the PROJECT constitute fair and adequate consideration.

VI. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the DEPARTMENT 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 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 DEPARTMENT 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 DEPARTMENT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, representatives authorized by the Chief Engineer of the ILLINOIS TOLLWAY and representatives authorized by the Deputy Director/District One Engineer of the DEPARTMENT 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 or in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Deputy Director/District One Engineer of the DEPARTMENT shall meet and resolve the issue.

- 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. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- H. 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.
- I. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- J. 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 Engineer
- To the DEPARTMENT: The Illinois Department of Transportation
201 W. Center Court
Schaumburg, Illinois 60196
Attn: Deputy Director of Highways/Region
One Engineer
- K. The DEPARTMENT certifies that neither the DEPARTMENT 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).
- L. 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. 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 DEPARTMENT, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

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

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____
Randall S. Blankenhorn, Secretary

Date: _____

By: _____
Omer A. Osman, P.E.
Director of Highways

Date: _____

By: _____
Jim Ofcarcik, Interim Chief
Financial Officer (CFO)

Date: _____

By: _____
William M. Barnes,
Chief Counsel

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Greg M. Bedalov, Executive Director

Date: _____

By: _____
Michael Colsch, Chief of Finance

Date: _____

By: _____
David A. Goldberg, General Counsel

Date: _____

Approved as to Form and Constitutionality

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

Exhibit A

The following parcels shall be transferred or conveyed by the ILLINOIS TOLLWAY to the DEPARTMENT:

Location/ Segment	Illinois Tollway Parcel #	Owner	Date of Conveyance	IDOT Parcel #
DuPage-West	EO-1A-14-004	Department	June 30, 2016	1030
	EO-1A-14-005	Department	June 30, 2016	1031
	EO-1A-14-006	Department	June 30, 2016	1036
	EO-1A-14-007	Department	June 30, 2016	1044
Cook-West	EO-1A-14-008	Department	June 30, 2016	1037
	EO-1A-14-009	Department	June 30, 2016	1028
	EO-1A-14-010	Department	June 30, 2016	1038
	EO-1A-14-011	Department	June 30, 2016	Springingsguth ROW
	EO-1A-14-012	Department	June 30, 2016	2083
	EO-1A-14-013	Department	June 30, 2016	2082
	EO-1A-14-014	Department	June 30, 2016	2085
	EO-1A-14-015	Department	June 30, 2016	2087
	EO-1A-14-016	Department	June 30, 2016	2088
	EO-1A-14-017	Department	June 30, 2016	2086
	EO-1A-14-018	Department	June 30, 2016	Long Ave. ROW
	EO-1A-14-019	Department	June 30, 2016	2089
	EO-1A-14-020	Department	June 30, 2016	Irving Pk ROW
	EO-1A-14-023	Department	June 30, 2016	2076
	EO-1A-14-024	Department	June 30, 2016	Pleasant Dr. ROW
	EO-1A-14-025	Department	June 30, 2016	2078
	EO-1A-14-026	Department	June 30, 2016	Nerge ROW
	EO-1A-14-027	Department	June 30, 2016	2081
	EO-1A-14-028	Department	June 30, 2016	2077
	EO-1A-14-029	Department	June 30, 2016	2079
	EO-1A-14-030	Department	June 30, 2016	2080
	EO-1A-14-031	Department	June 30, 2016	2095
	EO-1A-14-032	Department	June 30, 2016	2094
	EO-1A-14-033	Department	June 30, 2016	2163
	EO-1A-14-034	Department	June 30, 2016	2091
	EO-1A-14-035	Department	June 30, 2016	2090
	EO-1A-14-037	Department	June 30, 2016	2101
	EO-1A-14-038	Department	June 30, 2016	2105
	EO-1A-14-039	Department	June 30, 2016	2098

Location/ Segment	Illinois Tollway Parcel #	Owner	Date of Conveyance	IDOT Parcel #
Cook-West (Cont.)	EO-1A-14-040	Department	June 30, 2016	2102
	EO-1A-14-041	Department	June 30, 2016	2100
	EO-1A-14-043	Department	June 30, 2016	2103
	EO-1A-14-045	Department	June 30, 2016	2104
	EO-1A-14-046	Department	June 30, 2016	2106
	EO-1A-14-049	Department	June 30, 2016	Washington ROW
	EO-1A-14-050	Department	June 30, 2016	2107
	EO-1A-14-051	Department	June 30, 2016	2108
	EO-1A-14-052	Department	June 30, 2016	2109
	EO-1A-14-053	Department	June 30, 2016	Pratt Blvd. ROW
	EO-1A-14-054	Department	June 30, 2016	Grant St. ROW
	EO-1A-15-001	Department	June 30, 2016	2092
	EO-1A-15-020	Department	June 30, 2016	2146
Cook-East	EO-1A-14-055	Department	June 30, 2016	2110
	EO-1A-14-056	Department	June 30, 2016	2111
	EO-1A-14-057	Department	June 30, 2016	2112
	EO-1A-14-058	Department	June 30, 2016	2113
	EO-1A-14-059	Department	June 30, 2016	2114
	EO-1A-14-060	Department	June 30, 2016	2116
	EO-1A-14-061	Department	June 30, 2016	2115
	EO-1A-14-062	Department	June 30, 2016	2164
	EO-1A-14-063	Department	June 30, 2016	2117
	EO-1A-14-064	Department	June 30, 2016	Logan St. ROW
	EO-1A-14-065	Department	June 30, 2016	2118
	EO-1A-14-066	Department	June 30, 2016	2119
	EO-1A-14-067	Department	June 30, 2016	2120
	EO-1A-14-068	Department	June 30, 2016	2121
	EO-1A-14-069	Department	June 30, 2016	Seward St. ROW
	EO-1A-14-070	Department	June 30, 2016	2122
	EO-1A-14-071	Department	June 30, 2016	2123
	EO-1A-14-072	Department	June 30, 2016	2124
	EO-1A-14-073	Department	June 30, 2016	Lincoln/North Shore
	EO-1A-14-075	Department	June 30, 2016	390
	EO-1A-14-076	Department	June 30, 2016	2126
	EO-1A-14-077	Department	June 30, 2016	2128
	EO-1A-14-078	Department	June 30, 2016	Illinois St. ROW
	EO-1A-14-079	Department	June 30, 2016	2129
	EO-1A-14-080	Department	June 30, 2016	2131

Location/ Segment	Illinois Tollway Parcel #	Owner	Date of Conveyance	IDOT Parcel #
	EO-1A-14-081	Department	June 30, 2016	Marion St. ROW
	EO-1A-14-082	Department	June 30, 2016	2130
	EO-1A-14-083	Department	June 30, 2016	Albion/Park
Cook-East (Cont.)	EO-1A-14-085	Department	June 30, 2016	2136
	EO-1A-14-086	Department	June 30, 2016	2138
	EO-1A-14-087	Department	June 30, 2016	2137
	EO-1A-14-088	Department	June 30, 2016	Roselle Rd. ROW
	EO-1A-14-089	Department	June 30, 2016	2134
	EO-1A-14-090	Department	June 30, 2016	2133
	EO-1A-14-091	Department	June 30, 2016	2139
	EO-1A-14-092	Department	June 30, 2016	2140
	EO-1A-14-093	Department	June 30, 2016	2141
	EO-1A-14-094	Department	June 30, 2016	2142
	EO-1A-14-095	Department	June 30, 2016	2157
	EO-1A-14-096	Department	June 30, 2016	2146
	EO-1A-14-097	Department	June 30, 2016	2166
	EO-1A-14-098	Department	June 30, 2016	2165
	EO-1A-14-099	Department	June 30, 2016	2167
	EO-1A-14-100	Department	June 30, 2016	2169
	EO-1A-14-101	Department	June 30, 2016	2167
	EO-1A-14-102	Department	June 30, 2016	2127
	EO-1A-14-103	Department	June 30, 2016	002A
	EO-1A-14-104	Department	June 30, 2016	2159
	EO-1A-14-105	Department	June 30, 2016	0438
	EO-1A-14-107	Department	June 30, 2016	3003
	EO-1A-14-108	Department	June 30, 2016	3004
	EO-1A-15-002	Department	June 30, 2016	2143
	EO-1A-15-003	Department	June 30, 2016	2144
	EO-1A-15-004	Department	June 30, 2016	2145
	EO-1A-15-005	Department	June 30, 2016	2149
	EO-1A-15-006	Department	June 30, 2016	2148
	EO-1A-15-007	Department	June 30, 2016	2147
	EO-1A-15-008	Department	June 30, 2016	2132
	EO-1A-15-009	Department	June 30, 2016	2153
	EO-1A-15-010	Department	June 30, 2016	2152
	EO-1A-15-011	Department	June 30, 2016	2151
	EO-1A-15-012	Department	June 30, 2016	2150
	EO-1A-15-013	Department	June 30, 2016	2156

Location/ Segment	Illinois Tollway Parcel #	Owner	Date of Conveyance	IDOT Parcel #
Cook-East (Cont.)	EO-1A-15-014	Department	June 30, 2016	2155
	EO-1A-15-015	Department	June 30, 2016	2154
	EO-1A-15-019	Department	June 30, 2016	2084
	EO-1A-12-924	Department	June 30, 2016	PART OF 2157
DuPage-East	EO-1A-14-106	Department	June 30, 2016	3005
	EO-1A-14-109	Department	June 30, 2016	0001-A
	EO-1A-14-110	Department	June 30, 2016	PART OF 3010
	EO-1A-14-111	Department	June 30, 2016	3011
	EO-1A-14-112	Department	June 30, 2016	3013
	EO-1A-14-116	Department	June 30, 2016	0001-B
	EO-1A-14-117	Department	August 31, 2017	0178
	EO-1A-14-118	Department	August 31, 2017	0175
	EO-1A-14-119	Department	August 31, 2017	0174
	EO-1A-14-120	Department	August 31, 2017	4002
	EO-1A-14-121	Department	August 31, 2017	0173
	EO-1A-14-122	Department	August 31, 2017	0172
	EO-1A-14-123	Department	August 31, 2017	4001
	EO-1A-14-124	Department	August 31, 2017	4003
	EO-1A-14-125	Department	August 31, 2017	0170
	EO-1A-14-126	Department	August 31, 2017	0169
	EO-1A-14-127	Department	August 31, 2017	0167
	EO-1A-14-128	Department	August 31, 2017	0147
	EO-1A-14-129	Department	August 31, 2017	0149
	EO-1A-14-130	Department	August 31, 2017	0152
	EO-1A-14-131	Department	August 31, 2017	0154
	EO-1A-14-132	Department	August 31, 2017	0155
	EO-1A-14-133	Department	August 31, 2017	0159
	EO-1A-14-134	Department	August 31, 2017	0157
	EO-1A-14-135	Department	August 31, 2017	0151
	EO-1A-14-136	Department	August 31, 2017	0156
	EO-1A-14-137	Department	August 31, 2017	0176
	EO-1A-14-139	Department	August 31, 2017	0160
	EO-1A-14-140	Department	August 31, 2017	0150
	EO-1A-14-141	Department	June 30, 2016	GAP PARCEL
	EO-1A-15-016	Department	June 30, 2016	3007
	EO-1A-15-017	Department	June 30, 2016	3008
	EO-1A-15-018	Department	June 30, 2016	3009
N.E. IL. RT	EO-1A-12-050	Department	August 31, 2017	16W4089

Location/ Segment	Illinois Tollway Parcel #	Owner	Date of Conveyance	IDOT Parcel #
53/EOWA				
N.E. Meacham/ EOWA	EO-1A-12-059	Department	August 31, 2017	3003
Thorndale Corridor	EO-1B-12-009	Department	August 31, 2017	16W4041
	EO-1B-12-015	Department	August 31, 2017	16W4045
	EO-1B-12-016	Department	August 31, 2017	16W4046
	EO-1B-12-017	Department	August 31, 2017	16W0500
	EO-1B-12-021	Department	August 31, 2017	16W4047
	EO-1B-12-022	Department	August 31, 2017	16W4048
	EO-1B-12-026	Department	August 31, 2017	16W0503A
	EO-1B-12-030	Department	August 31, 2017	Hansen Ct. ROW
	EO-1B-12-035	Department	August 31, 2017	16W4063
	EO-1B-12-037	Department	August 31, 2017	1Z30051A/B/C
	EO-1B-12-044	Department	August 31, 2017	16W0504/0505
	EO-1B-12-046	Department	August 31, 2017	16W4072
	EO-1B-12-048	Department	August 31, 2017	16W4073
	EO-1B-12-049	Department	August 31, 2017	16W4079
	EO-1B-12-052	Department	August 31, 2017	16W4090
	EO-1B-12-054	Department	August 31, 2017	16W4075
	EO-1B-12-057	Department	August 31, 2017	1Z30057A
	EO-1B-12-060	Department	August 31, 2017	1Z30057B
	EO-1B-12-061	Department	August 31, 2017	1Z30005
	EO-1B-12-071	Department	August 31, 2017	16W0501A
	EO-1B-12-072	Department	August 31, 2017	16W0501B
	EO-1B-12-077	Department	August 31, 2017	16W0059A
	EO-1B-12-080	Department	August 31, 2017	16W0059B
	EO-1B-12-082	Department	August 31, 2017	16W0059C
	EO-1B-12-089	Department	August 31, 2017	16W4084
	EO-1B-12-090	Department	August 31, 2017	16W4035
	EO-1B-12-117	Department	August 31, 2017	1Z30060
	EO-1B-12-118	Department	August 31, 2017	1Z30049
	EO-1B-12-122	Department	August 31, 2017	1Z30058
	EO-1B-12-127	Department	August 31, 2017	1Z30004
	EO-1B-12-136	Department	August 31, 2017	16W4080
	EO-1B-12-137	Department	August 31, 2017	16W4084
	EO-1B-12-138	Department	August 31, 2017	16W4085
	EO-1B-12-186	Department	August 31, 2017	16W4088

Location/ Segment	Illinois Tollway Parcel #	Owner	Date of Conveyance	IDOT Parcel #
Thorndale Corridor (Cont.)	EO-1B-12-187	Department	August 31, 2017	16W4087
	EO-1B-12-188	Department	August 31, 2017	16W4086
	EO-1B-12-931	Department	August 31, 2017	Wood Dale Rd. ROW

DRAFT

The following parcels shall be transferred or conveyed by the ILLINOIS TOLLWAY to the DEPARTMENT:

Adjacent Roadway	ILLINOIS TOLLWAY Parcel #	Owner	Date of Conveyance
South Frontage Road Between Meacham Road and Illinois Route 53	EO-1A-12-021	ILLINOIS TOLLWAY	December 1, 2017
Illinois Route 53	EO-1A-12-023	ILLINOIS TOLLWAY	December 1, 2017
Illinois Route 53	EO-1A-12-024	ILLINOIS TOLLWAY	December 1, 2017
North Frontage Road Between Meacham Road and Illinois Route 53	EO-1A-12-046	ILLINOIS TOLLWAY	December 1, 2017
Illinois Route 53	EO-1A-12-047	ILLINOIS TOLLWAY	December 1, 2017
Illinois Route 53/I- 290 Interchange	EO-1A-12-048	ILLINOIS TOLLWAY	December 1, 2017
Illinois Route 53	EO-1A-12-900	ILLINOIS TOLLWAY	December 1, 2017
Illinois Route 53	EO-1A-12-901	ILLINOIS TOLLWAY	December 1, 2017
Illinois Route 53	EO-1A-12-902	ILLINOIS TOLLWAY	December 1, 2017

RESOLUTION NO. 20981


Background

This matter arises out of an action filed by the Tollway in DuPage County to acquire a 5.5 acre parcel (Tollway Parcel EO-1B-12-012) located on the west side of Prospect Avenue near Thorndale Avenue in Itasca, Illinois. ISTHA v. Itasca Bank & Trust Co., 2014 ED 0023 (DuPage County). It is improved with a brick, single family split level home with commercial zoning designation. This property is necessary for the Elgin O'Hare Western Access Project. The parties have agreed to settle the matter for the amount of \$2,572,906, which is the amount previously established as Preliminary Just Compensation by the court in the condemnation litigation.

Resolution

The proposed settlement in the amount of \$2,572,906 is deemed fair and reasonable, and the Land Acquisition Manager and General Counsel are authorized to prepare and execute any documents necessary to effectuate settlement at this amount.

Approved by: _____


Chairman

RESOLUTION NO. 20982

Background

This matter arises out of an action filed by the Tollway in DuPage County to acquire an approximately six acre parcel (Tollway parcel EO-1A-12-026), in fee simple. ISTHA v. Itasca Office, LLC, 2014 ED 0007(DuPage County). The property is vacant and located near Rohlwing Road and Thorndale Avenue in Itasca, Illinois. This property was necessary for the Elgin O'Hare Western Access Project. The parties have agreed to settle the matter for the amount of \$5,060,420, which is the amount previously established as Preliminary Just Compensation by the court in the condemnation litigation.

Resolution

The proposed settlement in the amount of \$5,060,420 is deemed fair and reasonable, and the Land Acquisition Manager and General Counsel are authorized to prepare and execute any documents necessary to effectuate settlement at this amount.

Approved by: _____

Chairman

RESOLUTION NO. 20983


Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding a worker’s compensation claim with Frank Goshko as recommended by defense counsel Ganan & Shapiro. It is in the best interest of the Tollway to go forward with the settlement.

Resolution

The settlement of Frank Goshko’s workers compensation claim is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in executive session. The Chairman or the Executive Director and the General Counsel are authorized to execute any and all necessary documents to effectuate this settlement and resolve all adjunct legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:



Chairman

RESOLUTION NO. 20984

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19745, approved July 26, 2012, authorized certain law firms to potentially provide the Tollway with legal services in connection with the Tollway’s existing capital debt, new bond issues, and other upcoming financing initiatives; and

It is necessary and desirable for the Tollway to select, from that previously authorized group, certain firms to be utilized for the next planned 2016 transaction(s) the Tollway is contemplating, and to perform legal services in connection with such transaction(s) and the Tollway’s capital financing program.

Resolution

The General Counsel is authorized to retain the firm of Katten Muchin Rosenmann LLP as Bond Counsel, and the firm of Quarles & Brady LLP as Issuer’s Counsel to provide the services described herein to assist the Tollway in the issuance of bonds and other financial matters consistent with the terms presented to the Board. Further, the Tollway is authorized to make the recommendation of the firm Burke Burns & Pinelli, Ltd to serve as Underwriter’s Counsel for the same transaction(s).

The fee arrangements exclusive of reasonable and necessary costs for the next financing transaction(s) remain as follows:

RESOLUTION NO. 20984

Resolution - Continued

Bond Counsel Fee: Not to exceed the following:

<i>Minimum</i>	<i>\$50,000</i>	<i>Maximum</i>	<i>\$180,000</i>
	<i><u>\$ per \$1K par</u></i>	<i><u>Increment</u></i>	<i><u>Cumulative</u></i>
<i>Up to \$100M</i>	<i>\$0.60</i>	<i>\$60,000</i>	<i>\$60,000</i>
<i>\$100-\$200M</i>	<i>\$0.40</i>	<i>\$40,000</i>	<i>\$100,000</i>
<i>\$200-\$300M</i>	<i>\$0.15</i>	<i>\$15,000</i>	<i>\$115,000</i>
<i>\$300-\$500M</i>	<i>\$0.15</i>	<i>\$30,000</i>	<i>\$145,000</i>
<i>\$500-\$700M</i>	<i>\$0.05</i>	<i>\$10,000</i>	<i>\$155,000</i>
<i>\$700-\$1000M</i>	<i>\$0.05</i>	<i>\$15,000</i>	<i>\$170,000</i>

ISSUER'S COUNSEL FEE: 50% of the Bond Counsel Fee.

UNDERWRITER COUNSEL FEE: 80% of the Bond Counsel Fee.

The above fees are separate and apart from such standard Special Assistant Attorney General fees as may become applicable for the performance of other related legal services as described herein.

The Chairman, Executive Director, or General Counsel is authorized to execute any documents necessary to effectuate such legal representation subject to the approval of the Illinois Attorney General; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____

Chairman