

RESOLUTION NO. 20663

Background

In 2014, the Office of the Illinois State Treasurer (“Treasurer”) issued a Request for Proposals (“RFP”) to procure banking and armored car services for the Illinois Tollway as the custodian for the Illinois Tollway. Upon evaluation by the selection committee, and recommendation by the Illinois Treasurer, Bank of America was determined to be best qualified to perform banking services as well as to provide armored car services for a four-year period from September 1, 2015, through August 31, 2019 for an upper limit of compensation not to exceed \$1,400,000.00. The RFP provides for additional renewal options of up to six years.

Upon expiration of this term, the Treasurer may elect to extend this Agreement for a period of time and terms agreed upon by the parties that are consistent with the Treasurer’s procurement regulations.

Resolution

It is necessary and in the best interest of the Tollway to award the Contract for customary banking services and armored car services to Bank of America for a four-year period, commencing September 1, 2015, through August 31, 2019, for an upper limit of compensation not to exceed \$1,400,000.00; subject to successful negotiation of the aforementioned contract by the Office of the Illinois Treasurer.

The Chair or the Executive Director is authorized, subject to the approval of the General Counsel, to execute any and all documents in connection therewith, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20664

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Toll Revenue Management and Maintenance Program Services as a Sole Source Contract No. 15-0010. The Tollway is authorized to procure these services pursuant to Section 30 ILCS 500/20-25 of the Illinois Procurement Code, which requires this form of procurement to be published at least two weeks prior to entering into a sole source contract. This item will be presented for public hearing and, if no objections are noted, it will be approved by the State Chief Procurement Officer for General Services.

Resolution

Contract No. 15-0010 is approved in an amount not to exceed \$13,000,000.00 for Toll Revenue Management and Maintenance Program Services from Electronic Transaction Consultants Corporation. As may be necessary, the Chair 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: _____

Chair

RESOLUTION NO. 20665

Background

The Illinois State Toll Highway Authority (the “Tollway”) is interested in procuring Navistar Truck Repair Services. Pursuant to the Tollway’s Invitation for Bids No. 14-0077, the Tollway has determined that Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Chicago); Lakeside International LLC; and Thompson Truck & Trailer, Inc. are the lowest responsible bidders for Navistar Truck Repair Services for an aggregate upper limit of compensation not to exceed \$451,625.00.

Resolution

The bids from Rush Truck Centers of Illinois, Inc. (d.b.a. Rush Truck Center, Chicago); Lakeside International LLC; and Thompson Truck & Trailer, Inc. for the purchase of Navistar Truck Repair Services are accepted. Contract No. 14-0077 is approved in an amount not to exceed \$451,625.00. As may be necessary, the Chair 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: _____

Chair

RESOLUTION NO. 20666

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Dual-Pouch Plastic Money Bags. Pursuant to the Tollway's Invitation for Bids No. 14-0080R, the Tollway has determined that Secure Products, Inc. (d.b.a. Secure Products Corp.) is the lowest responsible bidder for Dual-Pouch Plastic Money Bags for an upper limit of compensation not to exceed \$270,200.00.

Resolution

The bid from Secure Products, Inc. (d.b.a. Secure Products Corp.) for the purchase of Dual-Pouch Plastic Money Bags is accepted. Contract No. 14-0080R is approved in an amount not to exceed \$270,200.00. As may be necessary, the Chair 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: _____

Chair

RESOLUTION NO. 20667

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Tripwire Software, Maintenance, Support, and Services. Pursuant to the Tollway's Invitation for Bids No. 14-0185, the Tollway has determined that Alert IT Solutions, Inc. is the lowest responsible bidder for Tripwire Software, Maintenance, Support, and Services for an upper limit of compensation not to exceed \$269,605.98.

Resolution

The bid from Alert IT Solutions, Inc. for the purchase of Tripwire Software, Maintenance, Support, and Services is accepted. Contract No. 14-0185 is approved in an amount not to exceed \$269,605.98. As may be necessary, the Chair 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: _____

Chair

RESOLUTION NO. 20668

Background

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Safe Repair and Maintenance Services. Pursuant to the Tollway's Invitation for Bids No. 14-0073R, the Tollway has determined that Oestreich Sales and Service, Inc. is the lowest responsible bidder for Safe Repair and Maintenance Services for an upper limit of compensation not to exceed \$234,997.50.

Resolution

The bid from Oestreich Sales and Service, Inc. for the purchase of Safe Repair and Maintenance Services is accepted. Contract No. 14-0073R is approved in an amount not to exceed \$234,997.50. As may be necessary, the Chair 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: _____

Chair

RESOLUTION NO. 20669

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-4217 for Site Restoration and Landscaping on the Tri-State Tollway (I-294) at Maintenance Facility M-1 (Alsip). The lowest responsible bidder on Contract No. RR-14-4217 is Allied Landscaping Corporation in the amount of \$181,855.00.

Resolution

Contract No. RR-14-4217 is awarded to Allied Landscaping Corporation in the amount of \$181,855.00, subject to all required approvals, the contractor satisfying DBE, financial and all other contract award requirements and execution of all contract documents by the bidder and the Tollway.

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

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



Approved by: _____

Chair

RESOLUTION NO. 20670

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-5706 for Preservation of Structural Elements on the Tri-State Tollway (I-94) from Milepost 9.7 (Washington Street) to Milepost 16.6 (Canadian National Railroad). The lowest responsible bidder on Contract No. RR-14-5706 is Industria, Inc. in the amount of \$522,249.60.

Resolution

Contract No. RR-14-5706 is awarded to Industria, Inc. in the amount of \$522,249.60, subject to all required approvals, the contractor satisfying DBE, financial and all other contract award requirements and execution of all contract documents by the bidder and the Tollway.

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

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



Approved by: _____

Chair

RESOLUTION NO. 20671

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-15-5708 for Systemwide Bridge Repairs on the Tri-State Tollway (I-294) at Milepost 0.1 (Canadian National Railroad), Milepost 31.0 (I-88) and Milepost 39.3 (Canadian Pacific Railroad); Reagan Memorial Tollway (I-88) at Milepost 138.65 (Salt Creek); Veterans Memorial Tollway (I-355) at Milepost 20.8 (Finley Road) and Milepost 21.5 (I-355/I-88 SW Ramp); and Jane Addams Memorial Tollway (I-90) at Milepost 17.4 (I-39, US 20). The lowest responsible bidder on Contract No. RR-15-5708 is F.H. Paschen, S.N. Nielsen & Assoc., LLC in the amount of \$834,176.52.

Resolution

Contract No. RR-15-5708 is awarded to F.H. Paschen, S.N. Nielsen & Assoc., LLC in the amount of \$834,176.52, subject to all required approvals, the contractor satisfying DBE, financial and all other contract award requirements and execution of all contract documents by the bidder and the Tollway.

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

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

Approved by: _____



Chair

RESOLUTION NO. 20672

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19678 approved April 26, 2012, entered into an Agreement for Contract No. I-11-4014 with CH2M Hill Inc. for Design Services, Design Corridor Management and Design Section Engineering Services on the Elgin O'Hare Western Access (EOWA).

Per Tollway request to prepare additional contract plans, engineering studies and other technical services in the EOWA corridor, CH2M Hill Inc. has submitted a proposal to provide Supplemental Design Services for Contract No. I-11-4014, increasing the contract upper limit by \$4,000,000.00 from \$66,840,422.00 to \$70,840,422.00. It is necessary and in the best interest of the Tollway to accept the proposal from CH2M Hill Inc.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with CH2M Hill Inc. consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 20673


Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20106 approved September 26, 2013 entered into an Agreement for Contract No. I-13-4102 with Alfred Benesch & Company for Retaining Wall, Noise Wall and Bridge Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 74.6 (Mount Prospect Road) to Milepost 76.1 (Lee Street).

Per Tollway request, Alfred Benesch & Company has submitted a proposal to provide Supplemental Construction Management Services for Contract No. I-13-4102, increasing the contract upper limit by \$323,676.23 from \$3,065,313.46 to \$3,388,989.69. It is necessary and in the best interest of the Tollway to accept the proposal from Alfred Benesch & Company.

Resolution

The Chief Engineer is authorized to negotiate a Supplemental Agreement with Alfred Benesch & Company consistent with the aforementioned proposal, subject to the approval of the General Counsel. The Chair or the Executive Director is authorized to execute the Agreement and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by:  _____

Chair

RESOLUTION NO. 20674

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20073 approved August 29, 2013, entered into an Agreement for Contract No. I-13-4112 with STV, Inc. for Retaining Wall, Noise Wall and Bridge Widening on the Jane Addams Memorial Tollway (I-90) from Milepost 68.2 (IL 53) to Milepost 70.7 (Arlington Heights Road)

Per Tollway request, STV, Inc. has submitted a proposal to provide Supplemental Construction Management Services for Contract No. I-13-4112, increasing the contract upper limit by \$193,153.52 from \$2,991,238.02 to \$3,184,391.54. It is necessary and in the best interest of the Tollway to accept the proposal from STV, Inc.

Resolution

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

Approved by:  _____
Chair

RESOLUTION NO. 20675

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20028 approved on July 25, 2013, entered into Contract No. I-13-4133 with Curran Contracting Company for Widening and Reconstruction on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 24.9 (Genoa Road) to Milepost 33.5 (Anthony Road). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$1,107,322.00 on Contract No. I-13-4133 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____
Chair

RESOLUTION NO. 20676

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20029 approved on July 25, 2013, entered into Contract No. I-13-4134 with R.W. Dunteman Company for Widening and Reconstruction on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 18.4 (Kishwaukee River) to Milepost 24.9 (Genoa Road). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$1,340,029.03 on Contract No. I-13-4134 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____
Chair

RESOLUTION NO. 20677

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20030 approved on July 25, 2013, entered into Contract No. I-13-4137 with William Charles Construction Company, LLC for Pavement, Drainage, Guardrail and Structural Repairs on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 17.8 (Mill Road) to Milepost 18.4 (East of Kishwaukee River). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$262,972.56 on Contract No. I-13-4137 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20678

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20299 approved on March 27, 2014, entered into Contract No. RR-14-5691 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Ramp, Drainage, Guardrail and Structural Repairs on the Tri-State Tollway (I-294) from Milepost 10.9 (Cal-Sag Channel) to Milepost 39.4 (South of Balmoral Avenue). To the Tollway’s knowledge, all work required in the Contract has been substantially completed in an acceptable manner and the contractor has requested a reduction of retainage to an amount equal to twice the calculated value of all remaining uncompleted work, based on adjusted contract items and unit prices.

Resolution

Release of retainage in excess of \$152,542.00 on Contract No. RR-14-5691 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____
Chair

RESOLUTION NO. 20679

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20140 approved on November 21, 2013, entered into Contract No. I-13-4147 with Divane Brothers Electric Company for Advanced Intelligent Transportation Systems (ITS) Relocation on the Jane Addams Memorial Tollway (I-90) from Milepost 54.2 (Elgin Plaza) to Milepost 79.5 (Kennedy Expressway). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-13-4147 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

04/23/15

6.4/12

RESOLUTION NO. 20680

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20142 approved on November 21, 2013, entered into Contract No. I-13-4149 with Meade, Inc. for Electric Power Distribution Duct Bank and Crossroad Utility Conduit Installation on the Jane Addams Memorial Tollway (I-90) from Milepost 17.6 (Mill Road) to Milepost 53.2 (Sleepy Hollow Road). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. I-13-4149 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20681

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20296 approved on March 27, 2014, entered into Contract No. RR-14-4176 with National Power Rodding, Inc. for Drainage Structures Cleaning on the Veterans Memorial Tollway (I-355) from Milepost 12.3 (I-55) to Milepost 29.8 (Army Trail Road). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-14-4176 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20682

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20068 approved on August 29, 2013, entered into Contract No. RR-13-5665 with Landmark Contractors, Inc. for Ramp Reconstruction on the Tri-State Tollway (I-94) at Milepost 11.2 (IL Route 120). To the Tollway’s knowledge, all work required in the Contract has been completed in an acceptable manner.

Resolution

Full release of retainage on Contract No. RR-13-5665 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20683

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into an Intergovernmental Agreement with the City of Des Plaines (“City”) in connection with the improvements to the Jane Addams Memorial Tollway (I-90) bridges over Wolf Road and Touhy Avenue. The project requires the removal and replacement of 42 lineal feet of the City’s 12” ductile iron water main located on the west side of Wolf Road south of the I-90 bridge crossing and the City has consented to the relocation.

Resolution

The Chief Engineer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement with the City of Des Plaines in substantially the form of the Intergovernmental Agreement attached to this Resolution, and the Chair or the Executive Director is authorized to execute said agreement.



Approved by: _____
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE CITY OF DES PLAINES**

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 CITY OF DES PLAINES, an Illinois home rule municipal corporation, hereinafter called the "CITY", the ILLINOIS TOLLWAY and the CITY are individually referred to as "PARTY" and collectively as the "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and further the safety to the motoring public, approved a 15 year Capital Program, titled "Move Illinois, *The Illinois Tollway Driving the Future*," which includes improvements to the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway"); and

WHEREAS, as part of the Capital Program the ILLINOIS TOLLWAY is widening and reconstructing the I-90 Toll Highway mainline pavement and removing and replacing the I-90 bridges over Wolf Road and over Touhy Avenue including without limitation pavement removal and replacement, retaining wall installation, guardrail removal and replacement, fence removal and replacement, drainage structure improvements, roadway lighting installation, ITS installation, utility relocation, and all other work necessary to complete the improvement in accordance with the approved plans and specifications, and included in ILLINOIS TOLLWAY construction Contract I-14-4211(hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT, as proposed, necessitates the removal and replacement of 42 lineal feet of the CITY's 12" ductile iron water main located on the west side of Wolf Road south of the I-90 bridge crossing (hereinafter referred to as the "CITY FACILITIES"); and

WHEREAS, the ILLINOIS TOLLWAY desires to relocate the CITY FACILITIES to permit construction of the PROJECT and the CITY has consented to the relocation of the CITY FACILITIES; and

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

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

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

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT including without limitation for the relocation of the CITY FACILITIES.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the CITY by the ILLINOIS TOLLWAY.
- C. The CITY shall review the plans and specifications which impact the CITY FACILITIES within fifteen (15) calendar days after receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the CITY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the CITY shall mean the CITY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact the CITY FACILITIES. In the event of disapproval, the CITY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY will determine, subject to the CITY’s approval the site(s) to which the CITY FACILITIES will be relocated. The CITY agrees that such approval will not be unreasonably withheld or delayed. The CITY shall immediately make known to the ILLINOIS TOLLWAY the necessity of acquiring any additional right of way or easement to complete the relocation of the CITY FACILITIES and shall also make known to the ILLINOIS TOLLWAY any existing public easements or right of way to which such CITY FACILITIES could be relocated. The ILLINOIS TOLLWAY, shall to the satisfaction of the CITY, design, modify, adjust, protect, relocate, or remove and place such CITY FACILITIES that are covered by this AGREEMENT. Prior to starting any work which may have an impact upon the services provided by the CITY FACILITIES, the ILLINOIS TOLLWAY will submit detailed plans and specifications for each removal or relocation to the CITY for review, comment and approval. Work shall be designed, constructed and tested in accordance with the CITY’s Standard Specifications for Water and Sewer Main Construction in Illinois, as provided to the ILLINOIS TOLLWAY, and shall not be accepted by the ILLINOIS TOLLWAY as complete until accepted and approved by the CITY in writing, or as otherwise provided in this AGREEMENT. Copies of final plans, specifications and “as-built” drawings shall be provided to the CITY within a reasonable time after completion, but not more than 90 days.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX F of this AGREEMENT.

- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-Du Page Soil and Water Conservation District, Du Page County, including but not limited to Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of general project schedules and deadlines. 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.
- F. The CITY shall consider, and will not unreasonably withhold approval of any and all applications and requests by the ILLINOIS TOLLWAY for permits, rights of access (ingress and egress), and the temporary use of CITY property and right of way all without charge to the ILLINOIS TOLLWAY.
- G. The ILLINOIS TOLLWAY shall require all construction performed within the ILLINOIS TOLLWAY's rights of way to comply with the current Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued March 2014, as amended, and shall require all work performed within the DEPARTMENT's rights of way to conform to the same current Standards and Specifications.

II. RIGHT OF WAY

- A. The transfer of property interests is not required between the PARTIES for this PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any property interests pursuant to this AGREEMENT
- B. If during the construction of the PROJECT it becomes necessary for either PARTY to enter upon and temporarily use lands owned by the other PARTY, then permission for the temporary use, entry and subsequent restoration will not be unreasonably withheld or delayed. If permission is granted all fees will be waived.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY and the CITY agree to cooperate so that all utility interferences are resolved in a timely manner and to establish a process to identify, design, construct, remove, adjust, protect or relocate the CITY FACILITIES which interfere with the PROJECT. This AGREEMENT applies only to CITY FACILITIES that have not been previously relocated by the ILLINOIS TOLLWAY and not installed under permit granted by the ILLINOIS TOLLWAY.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the CITY FACILITIES shall be submitted to the CITY for approval prior to commencing such work. The CITY 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 CITY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the CITY within fifteen (15) calendar days after delivery to the CITY of the proposed deviation, the proposed deviation shall be deemed approved by the CITY. In the event that the CITY and the ILLINOIS TOLLWAY cannot agree on any proposed deviations from the plans and specifications, the dispute shall be resolved in accordance with Sections IX E and IX F of this AGREEMENT.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the CITY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar day's written notice to the CITY prior to commencement of work on the PROJECT.
- D. The CITY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work and may request modifications, changes or corrections to the final plans and specifications that affect the CITY FACILITIES as the work progresses. The CITY shall assign personnel to perform inspections on behalf of the CITY of all work included in the PROJECT that affects the CITY FACILITIES, 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 CITY upon completion of 70% and 100% of all PROJECT work to be subsequently maintained by the CITY, and the CITY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the CITY does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT work or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the CITY. At the request of the CITY, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the CITY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The CITY shall perform such joint re-inspections

within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction provided, however, that if before any such cancellation or alteration work related to the removal and relocation of the CITY FACILITIES has begun, the ILLINOIS TOLLWAY must, at no cost to the CITY, either; (i) restore the CITY FACILITIES to at least as good condition as the CITY FACILITIES were in before commencement of the work pursuant to this AGREEMENT; or (ii) complete the relocation of the CITY FACILITIES in accordance with the final plans and specifications or in accordance with amended plans and specifications that have been previously approved by the CITY in writing, or as otherwise provided in this AGREEMENT. The restoration or relocation work; (i) must be approved by the CITY in accordance with the inspection and approval process set forth in Section IV F of this AGREEMENT; and (ii) shall be deemed to be supplemental or substitute work that is subject to Section V B of this AGREEMENT.
- H. The ILLINOIS TOLLWAY agrees, to the extent permitted by law, to indemnify and hold the CITY and its employees, officers, directors and agents harmless from all claims for death, injuries, and damages to persons or property relating to the construction of the PROJECT by the ILLINOIS TOLLWAY.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. The CITY 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 CITY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the CITY.
- B. As used herein, the terms "maintenance" or "maintain" mean keeping the facility in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the removal and replacement of the maintained facility, if and when needed.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain I-90 in its entirety.
- B. It is understood and agreed by the PARTIES hereto that after the work on the CITY FACILITIES is completed, the CITY shall be responsible for all operation, maintenance, repair and replacement of the CITY FACILITIES. The ILLINOIS TOLLWAY guarantees its workmanship and materials for a period of twelve (12) months after final inspection or twelve (12) months after the completion of the ILLINOIS TOLLWAY's work in the area of the CITY FACILITIES, whichever occurs later; but in no case later than the expiration date of the ILLINOIS TOLLWAY's Contractor's one year Guarantee Bond. Should any failure in the CITY FACILITIES appear during said period, the ILLINOIS TOLLWAY shall repair promptly, at no cost to the CITY, or pay for the repair thereof by others, any damage to the CITY FACILITIES and appurtenances thereto covered under this AGREEMENT attributable to construction by or for the ILLINOIS TOLLWAY.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. It is understood and agreed by the PARTIES hereto that all materials and equipment installed and CITY FACILITIES constructed by the ILLINOIS TOLLWAY pursuant to this AGREEMENT and the completed CITY FACILITIES shall become the sole property of the CITY as installed, and full legal and equitable title thereto shall be then vested in the CITY, free and clear of any liens, without requirement of any written document of transfer to the CITY or acceptance by the CITY. The ILLINOIS TOLLWAY agrees to execute or cause to be executed promptly such documents as counsel for the CITY may request to evidence good and merchantable title to said CITY FACILITIES free and clear of all liens.
- B. The CITY agrees to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the CITY FACILITIES by the CITY.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the City of Des Plaines 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 CITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.

- D. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between CITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the City Manager of the CITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- F. In the event of a dispute between the CITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the CITY's FACILITIES, or a dispute concerning the plans and specifications for the CITY's FACILITIES, the Chief Engineer of the ILLINOIS TOLLWAY and the City Manager of the CITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the CITY FACILITIES, the decision of the City Manager shall be final as long as that decision does not unreasonably delay delivery of the PROJECT or is not detrimental to the maintenance and operation of the Toll Highway.
- G. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this AGREEMENT.
- J. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- K. The failure by the ILLINOIS TOLLWAY or the CITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the CITY unless such provision is waived in writing.
- L. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Du Page County, Illinois.

M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the CITY: The City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attn: City Manager

N. 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 CITY OF DES PLAINES

By: _____
Matthew Bogusz, Mayor

Attest: _____

(Please Print Name)

Date:

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Kristi Lafleur, Executive Director

Date: _____

Approved as to Form and Constitutionality

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

RESOLUTION NO. 20684

Background

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

Resolution

The Chief of Engineering and the General Counsel are authorized to negotiate and prepare an Agreement between the Illinois State Toll Highway Authority and West Shore Pipe Line Company in substantially the form of the Agreement attached to this Resolution. The Chair or the Executive Director is authorized to execute said agreement.



Approved by: _____
Chair

GENERAL UTILITY AGREEMENT BETWEEN
THE ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY
AND
WEST SHORE PIPE LINE

THIS 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 WEST SHORE PIPE LINE COMPANY, a Delaware corporation authorized to do business in the State of Illinois, (hereinafter called the “UTILITY”), individually referred to as “PARTY” and collectivity referred to as “PARTIES”

WITNESSETH

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

WHEREAS, The UTILITY owns, operates and maintains PETROLEUM PIPE LINES and/or structures, including but not limited to natural gas pipelines, oil pipelines, electricity, communication and/or data lines, etc. (hereinafter called the “FACILITY” or “FACILITIES”), in or about the area to be traversed by the PROJECTS, or future improvements, and may have interests in lands and right-of-way, where portions of which may or will interfere with the construction, operation or maintenance of the toll highway, and it is necessary that portions of said FACILITIES which interfere be protected, adjusted, relocated, modified or removed (hereinafter referred to as the “MODIFICATIONS” or with reference to “Modify”) to avoid conflict with the PROJECT; and

WHEREAS, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002014-07; intend to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/11 *et seq.* (hereinafter referred to as the "ACT") is authorized to enter into this AGREEMENT; and

WHEREAS, in accordance with the ACT the ILLINOIS TOLLWAY shall enter into agreements to modify and or relocate FACILITIES which the ILLINOIS TOLLWAY determines interfere with Toll Highway PROJECTS; and

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

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

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

I. STATEMENT OF PURPOSE

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

II. NOTICE OF INTERFERENCE

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

III. OTHER GOVERNMENTAL IMPROVEMENTS

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

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

IV. ORDER FOR UTILITY WORK

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

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

of such betterments. The non-reimbursable cost of the betterments shall be identified on the Cost Estimate as a credit to the ILLINOIS TOLLWAY.

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

V. TOLLWAY OPTION TO PERFORM THE WORK

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

VI. PRE-CONSTRUCTION

- A.** The PARTIES shall cooperate in identifying needs, exchanging information, and assessing progress during the preparation of plans.
- B.** The UTILITY may perform the work required by the ILLINOIS TOLLWAY for each Utility Job Number by using its own forces or an independent outsourced contractor selected through a competitive bidding process.
- C.** The bid documents shall require the UTILITY'S Contractor to perform the work within the schedule established by the construction contract. The ILLINOIS TOLLWAY requires competitive bidding of proposals or a periodic

competitively bid maintenance contract for any portions of the work other than work performed by in-house employees. Upon receipt of all bids resulting from the competitive bidding process or a competitively bid periodic maintenance contract and prior to awarding the contracted work, the UTILITY shall promptly submit bid tabulation spread sheets and the three lowest responsible bids to the ILLINOIS TOLLWAY for review and approval. Such review and approval by the ILLINOIS TOLLWAY shall not be unreasonably withheld or delayed. In the event that UTILITY desires to award the contract to a company with a bid other than the lowest responsible bidder, the UTILITY shall provide a written explanation in support of the award to the ILLINOIS TOLLWAY.

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

VII. NOTICE TO PROCEED

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

VIII. SCHEDULING AND COORDINATION

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

IX. PERFORMANCE OF THE WORK

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

X. CHANGES IN THE WORK

- A.** The UTILITY shall issue written notice to the Chief Engineer of any changes from the approved plans and Cost Estimates or any unscheduled or extra work required with respect to a Utility Job Number. Such changes or extra work shall be reviewed, and if deemed acceptable, approved in writing by the Chief

Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.

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

XI. REMOVAL OF EQUIPMENT AND SALVAGE

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

materials having salvage value. The ILLINOIS TOLLWAY shall receive a credit from the UTILITY for the salvage value of the removed facilities.

XII. RECORD DOCUMENTS

- A. The UTILITY shall provide the ILLINOIS TOLLWAY with one (1) set of reproducible full size (24" x 36") and one set of reduced size (11" x 17") as-built record drawings and specifications for each permanent FACILITY located within the ILLINOIS TOLLWAY'S right-of-way within ninety (90) calendar days after completion of work on the FACILITIES.
- B. To the extent the PARTIES have prior agreements, which include, but shall not be limited to Rights of Entry, Permits and/or Contracts for Sale, which address Utility relocations and modifications and the associated financial responsibilities, they shall remain in force.

XIII. INSURANCE

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

Section 107.27. All independent and outsourcing contracts and contractors for the UTILITY shall have and maintain the insurance limits as required by the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS and Section 107.27 in particular and have the ILLINOIS TOLLWAY named as an additional insured party.

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

XIV. INDEMNIFICATION

- A.** The UTILITY shall indemnify and save the ILLINOIS TOLLWAY, its directors, officers, agents, and employees harmless from any and all claims and liability for any loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with the work performed by the UTILITY or its contractors under this Agreement, or from the operations of the FACILITIES covered by this Agreement or resulting from the failure of the FACILITIES to operate properly or from other malfunctions of the FACILITIES, or from any other actions or inactions on the part of or on behalf of the UTILITY in the design, construction,

reconstruction or maintenance of the UTILITY'S FACILITIES located on or near the ILLINOIS TOLLWAY'S right-of-way.

- B.** To the extent allowable by law, the ILLINOIS TOLLWAY shall indemnify and save the UTILITY, its affiliates, directors, officers, agents, and employees harmless from any and all liability for loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with the construction of the IMPROVEMENT by the ILLINOIS TOLLWAY or its Contractors, or from the ILLINOIS TOLLWAY'S operations on the ILLINOIS TOLLWAY'S right-of-way or from any other actions or inactions on the part of or on behalf of the ILLINOIS TOLLWAY in connection with the design, construction, reconstruction, operation, or maintenance of the IMPROVEMENT.

XV. SUBMISSIONS OF COSTS AND BILLING

- A.** The ILLINOIS TOLLWAY shall reimburse the UTILITY for all substantiated, actual and approved costs necessary to perform the MODIFICATIONS.
- B.** Upon completion of the work contemplated by a Utility Job Number or a PROJECT including more than one Utility Job Number, the UTILITY shall submit to the ILLINOIS TOLLWAY an invoice for reimbursement. All bills or invoices shall be accompanied by supporting documents detailing, at a minimum, the following costs and expenses itemized as follows:
1. Construction or Removal of FACILITIES.
 - a. Engineering Costs;
 - b. Labor Costs;
 - c. Costs of Work Contracted for by the UTILITY;
 - d. Motor Vehicle and Equipment Costs; and
 - e. Material Costs;
 2. General and Overhead Costs.
 - a. Administrative and General;
 - b. Payroll Taxes;
 - c. Pension, Welfare, and Insurance;
 3. Credit for the salvage value of abandoned or removed Facilities.
 4. Credit for any and all Betterment of Facilities.
 5. Credit for the reimbursable percentage due to OTHER GOVERNMENT IMPROVEMENTS.

- C. The bill/invoice shall be signed by a duly authorized representative of the UTILITY with a certification that he/she has examined the records and accounts of the UTILITY and that the statement is a true and complete bill for the items set forth therein.
- D. Audit/retention of records: UTILITY and its subcontractors shall maintain books and records relating to the performance of the MODIFICATIONS necessary to support the amounts charged to the State in compliance with 30 ILCS 500/20-65. Books and records, including information stored in databases or other computer systems, shall be maintained by the UTILITY for a period of three years from the later of the date of final payment under the contract or completion of the contract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the ILLINOIS TOLLWAY, the Auditor General, the Executive Inspector General, and the State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The UTILITY and its contractors and subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the ILLINOIS TOLLWAY under the contract for which adequate books and records are not available to support the purported disbursement. The UTILITY or subcontractors shall not impose a charge for audit or examination of the UTILITY's books and records.

XVI. PAYMENT

- A. After the UTILITY has submitted an approved invoice for reimbursement with all required supporting statements and documentation, the ILLINOIS TOLLWAY shall promptly reimburse the UTILITY for its substantiated costs for the MODIFICATION of the FACILITIES covered by each Utility Job Number. Periodic or partial payments and invoicing shall be permitted for materials and supplies delivered with work completed. The UTILITY shall also submit, prior to payment, any additional information reasonably requested by the ILLINOIS TOLLWAY.

- B. Final payment by the ILLINOIS TOLLWAY for the cost of eligible reimbursable utility work performed on each Utility Job Number or improvement shall constitute full payment for the performance of its obligation to pay money and constitute full satisfaction of any and all claims for payment of money which the UTILITY may have against the ILLINOIS TOLLWAY arising from the Utility Job Number or improvement set forth in this AGREEMENT.
- C. The UTILITY shall submit a final invoice within one (1) year of the completion of work on each Utility Work Order. The final invoice shall be marked "FINAL INVOICE" and shall state the date on which the last work was performed or the last item of billed expense was incurred.

XVII. FUTURE REMOVALS OR RELOCATIONS

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

XVIII. MODIFICATIONS

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

XIX. TERMINATION

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

XX. GENERAL PROVISIONS

- A. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Illinois. Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought in DuPage County, Illinois.

- B.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- C.** Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is 36-6047448 and it is doing business as a private entity, whose mailing address is West Shore Pipe Line Company, 3400 Badger Road, Arlington Heights, IL 60005.
- D.** This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES.
- E.** This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and assigns.
- F.** The failure by the ILLINOIS TOLLWAY or the UTILITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the UTILITY unless such provision is waived in writing.

XXI. NOTICES

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

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

To: West Shore Pipe Line Company
3400 Badger Road
Arlington Heights, Illinois 60005
Attention: Right of Way Specialist

XXI. **EXHIBITS:**

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

Exhibit A: Notice of Utility Interference (NOI)

Exhibit B: Order for Utility work

Exhibit C: Notice to Proceed (NTP)

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____

Date:

Kristi Lafleur, Executive Director

ATTEST:

Date: _____

Secretary

WEST SHORE PIPE LINE COMPANY

By: _____

Date:

David G. Boone

Manager, Right of Way, Permits & One Call

WITNESS: _____ Date:

Approved as to Form and Constitutionality

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

EXHIBITS

"A" – NOTIFICATION OF UTILITY INTERFERENCE

"B" – ORDER FOR UTILITY WORK

"C" – NOTICE TO PROCEED – UTILITY WORK

EXHIBIT A

Utility Job Number

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

Date _____

(Utility or Municipality)

Address

City, State, Zip

Dear Sir,

This is notification that your facilities consisting

of _____

BRIEF DESCRIPTION OF FACILITIES

Location _____

GENERAL LOCATION OF INTERFERENCE

Within _____ and more specifically located at _____ + _____,

_____ on the

**DESIGN SECTION/CONTACT NUMBER
NO.**

STATION NUMBER MILEPOST

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

This interference has been assigned UTILITY JOB
NUMBER _____

Recommended for Notification this _____ day of _____ of

20 _____

By _____

By _____
DESIGN SECTION ENGINEER

ISTHA UTILITY SECTION

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____

CHIEF ENGINEER

10-24-14

rev/mcs

EXHIBIT B

Utility Job

Number: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

**ORDER FOR UTILITY WORK - _____
TOLLWAY**

The _____ hereby requests authority to do such work as shown on

(Utility or Municipality)

the attached drawings and identified by Utility Job Number _____ in accordance with the

terms and conditions of the Utility Agreement dated _____, 20 _____ and the

Supplemental Provisions and Restrictions as may be hereinafter set forth:

Final Plans, a detailed Cost Estimate, and time estimate to perform the utility work are attached.

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

1. Estimated Cost of Abandoning, Removing or Retiring Existing Facilities: \$ _____
2. Estimated Cost of Adjusting or Protecting Existing Facilities: \$ _____
3. Estimated Cost of Relocating Facilities: \$ _____

- 4. Estimated Cost of Temporary Facilities:
\$ _____
- 5. Estimated Cost of Additional Right-of-Way (if required):
\$ _____
- 6. Estimated Credit for Used Life, Betterment, Salvage:
\$ _____

Total Estimated Cost:
\$ _____

The estimated time to complete the work is _____ days.

Signed on this _____ day of _____, 20 __.

(Utility or Municipality)

Signature

Title

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

Design Section Engineering

Signature

Tollway Utility Section

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____
Chief Engineer

rev/mcs

10-24-14

EXHIBIT C

Utility Job Number

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

_____. Date

(Utility or Municipality)

Address

City, State, Zip

Gentlemen:

You are hereby authorized to proceed, effective this date, with construction of the utility work

Identified by Utility Job Number _____.

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

It is the Utility's responsibility to make known to itself the construction schedule for the project

and to coordinate the utility work with the work of others.

Sincerely,

Chief Engineer
Illinois State Toll Highway Authority

10-24-14 rev/mcs

RESOLUTION NO. 20685

Background

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

Resolution

The Chief of Engineering and the General Counsel are authorized to negotiate and prepare an Agreement between the Illinois State Toll Highway Authority and Unite Private Network in substantially the form of the Agreement attached to this Resolution. The Chair or the Executive Director is authorized to execute said agreement.



Approved by: _____
Chair

GENERAL UTILITY AGREEMENT BETWEEN
THE ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY
AND
UNITE PRIVATE NETWORK

THIS 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 UNITE PRIVATE NETWORK a Delaware Limited Liability Company authorized to do business in the State of Illinois, (hereinafter called the “UTILITY”), individually referred to as “PARTY” and collectively referred to as “PARTIES”

WITNESSETH

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

WHEREAS, The UTILITY owns, operates and maintains utility structures, including but not limited to natural gas, oil, electricity, communication/data lines, etc. (hereinafter called the “FACILITY” or “FACILITIES”), in or about the area to be traversed by the PROJECTS, or future improvements, and may have interests in lands and right-of-way, where portions of which may or will interfere with the construction, operation or maintenance of the toll highway, and it is necessary that portions of said FACILITIES which interfere be protected, adjusted, relocated, modified or removed (hereinafter referred to as the “MODIFICATIONS”) to avoid conflict with the PROJECT; and

WHEREAS, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement 002014-41; intend to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the “Toll Highway Act,” 605 ILCS 10/11 *et seq.* (hereinafter referred to as the “ACT”) is authorized to enter into this AGREEMENT; and

WHEREAS, Section 11 of the ACT requires utilities to modify Facilities which the ILLINOIS TOLLWAY determines interfere with Toll Highway PROJECTS; and

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

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

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

III. STATEMENT OF PURPOSE

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

IV. NOTICE OF INTERFERENCE

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

III. OTHER GOVERNMENTAL IMPROVEMENTS

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

ramps, lighting, and drainage systems.

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

IX. ORDER FOR UTILITY WORK

- A. Upon receipt of the "NOI" and after such supplementary information as may reasonably be required by the UTILITY to prepare a detailed plan to MODIFY its

FACILITIES has been provided, the UTILITY shall prepare and submit to the ILLINOIS TOLLWAY the completed "Order for Utility Work" (in a form similar to Exhibit "B") which shall include the following completed documents:

1. Completed Order for Utility Work form.
2. Plan and profile detailing the work required.
3. Plan and profile for temporary facilities (if required).
4. Cost Estimate for the MODIFICATIONS.
5. Detailed Work schedule.
6. Time estimate required performing each phase of the work and time estimates for any required temporary or staged construction.
7. Actual dollar amount and percentage of reimbursement resulting from OTHER GOVERNMENTAL IMPROVEMENTS.

B. The UTILITY shall prepare and submit an "Order for Utility Work" to the ILLINOIS TOLLWAY for each FACILITY or group of FACILITIES designated by a separate Utility Job Number.

C. The UTILITY'S submittals shall detail the plan and cross sections of the locations and profile of existing and proposed FACILITIES, including any temporary construction, staged construction and right-of-way that may be required. If the relocation of the FACILITIES is necessary, the ILLINOIS TOLLWAY shall determine the sites within its right-of-way to which the FACILITIES shall be relocated, taking into consideration the costs of relocation to various proposed sites and the UTILITY'S site preferences, maintenance and access requirements.

D. The Cost Estimate to MODIFY the FACILITIES for each Utility Job Number shall include, but shall not be limited to the following:

1. The UTILITY'S Engineering Costs.
 - a. Engineering Expenses.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
2. The UTILITY'S Labor Costs.
 - a. Labor expenses.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
3. Materials and Supplies.
 - a. Estimated itemized quantities.
 - b. Estimated cost of each item.
 - c. Inventory and handling costs.
4. Contractor Charges.
5. Motor vehicle and equipment cost breakdowns.
6. Estimated cost of temporary or staged FACILITIES.
7. Estimated cost of construction and environmental permits.

8. Estimated cost of additional right-of-way.
9. Credit for betterment of FACILITIES.
10. Credit for salvage.
11. The amount and reimbursable percentage associated with OTHER GOVERNMENTAL IMPROVEMENTS as outlined in this AGREEMENT

E. The Cost Estimate shall include only the cost to MODIFY FACILITIES identified by a "Utility Job Number" issued by the ILLINOIS TOLLWAY. The UTILITY shall not purchase right-of-way or property rights for the MODIFICATIONS of its FACILITIES without the prior written approval of the Chief Engineer of the ILLINOIS TOLLWAY. The approval of the Order for Utility Work and Cost Estimate shall not be deemed an approval to purchase property or property rights.

F. The UTILITY shall submit to the ILLINOIS TOLLWAY an estimate of time required to perform all major phases of the work, including any time required for temporary or staged construction, and shall note any other time limitations applicable to the work to the extent known.

G. The UTILITY shall state, as part of its Cost Estimate, the method that will be used to perform the work e.g. (in-house company forces, independent or blanket contractor).

H. The Cost Estimate shall not include a profit to the UTILITY and shall be signed by a duly authorized representative of the UTILITY who shall certify that the Cost Estimate constitutes an accurate statement of all anticipated costs associated with the proposed work.

I. If the UTILITY desires to replace the FACILITY, or a portion thereof, with a FACILITY of increased capacity (betterments), or if the FACILITY includes other betterments, the estimate shall include the costs of those betterments and the UTILITY shall not be entitled to reimbursement for the betterments, unless the relocation cannot be carried out or performed without the installation of inclusion of such betterments. The non-reimbursable cost of the betterments shall be identified on the Cost Estimate as a credit to the ILLINOIS TOLLWAY.

L. Upon request, the UTILITY shall make available to the ILLINOIS TOLLWAY any explanations, documents, plans, or other information as may be reasonably required for the ILLINOIS TOLLWAY to complete its review of the proposed plans and estimates to MODIFY the FACILITIES.

- M.** The ILLINOIS TOLLWAY shall indicate its approval of the plans and estimates by executing the “Order for Utility Work” (exhibit “B”). The UTILITY shall then proceed in accordance with this Agreement.

X. TOLLWAY OPTION TO PERFORM THE WORK

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

XI. PRE-CONSTRUCTION

- E.** The PARTIES shall cooperate in identifying needs, exchanging information, and assessing progress during the preparation of plans.
- F.** The UTILITY may perform the work required by the ILLINOIS TOLLWAY for each Utility Job Number by using its own forces or an independent outsourced contractor selected through a competitive bidding process.
- G.** The bid documents shall require the UTILITY’S Contractor to perform the work within the schedule established by the construction contract. The ILLINOIS TOLLWAY requires competitive bidding of proposals for any portions of the work other than work performed by in-house employees. Upon receipt of all bids resulting from the competitive bidding process and prior to awarding the contracted work, the UTILITY shall promptly submit bid tabulation spread sheets and the three lowest responsible bids to the ILLINOIS TOLLWAY for review and approval. Such review and approval by the ILLINOIS TOLLWAY shall not be unreasonably withheld or delayed. In the event that UTILITY desires to award the contract to a company with a bid other than the lowest responsible bidder, the UTILITY shall provide a written

explanation in support of the award to the ILLINOIS TOLLWAY.

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

XII. NOTICE TO PROCEED

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

XIII. SCHEDULING AND COORDINATION

- D. The UTILITY shall cooperate, and shall also require its contractors to cooperate, with the ILLINOIS TOLLWAY and all the contractors and subcontractors of the ILLINOIS TOLLWAY to ensure that construction of the PROJECTS progress as expeditiously as possible with minimal interference to ILLINOIS TOLLWAY operations.
- E. The ILLINOIS TOLLWAY shall cooperate, and shall also require its contractors to cooperate, with the UTILITY and all the contractors and subcontractors of the UTILITY to ensure that the relocation of FACILITIES shall progress as expeditiously as possible with minimal interference to any of the UTILITY’S operations.

F. The UTILITY reserves the right to proceed with such work as may be required to protect and insure the safe and efficient operation of its FACILITIES.

IX. PERFORMANCE OF THE WORK

C. The UTILITY shall perform the work in accordance with the approved Order for Utility Work in conjunction with the approved plans and Cost Estimates. All work shall be performed and comply with the approved plans, applicable statutes, codes and safety standards of general applicability in the industry for the type of work involved.

D. All work performed by the UTILITY within the ILLINOIS TOLLWAY'S right-of-way shall comply with the ILLINOIS TOLLWAY'S applicable Standard Specifications and the ILLINOIS TOLLWAY'S Policy on the Accommodation of Utilities to the extent not inconsistent with this Agreement. Copies of any such applicable Specifications or Policies will be provided to the UTILITY by the ILLINOIS TOLLWAY upon request.

Y. CHANGES IN THE WORK

E. The UTILITY shall issue written notice to the Chief Engineer of any changes from the approved plans and Cost Estimates or any unscheduled or extra work required with respect to a Utility Job Number. Such changes or extra work shall be reviewed, and if deemed acceptable, approved in writing by the Chief Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.

F. In the event the UTILITY'S contract does not contain unit prices for the unscheduled or extra work to MODIFY the FACILITIES, the cost of any change in the approved final plans or the cost of extra work shall be negotiated between the UTILITY and its contractor and subject to approval by the ILLINOIS TOLLWAY.

G. If the ILLINOIS TOLLWAY and the UTILITY cannot agree on the negotiated additional charges for proposed field changes or extra work and the UTILITY elects to proceed with the work in dispute, the UTILITY shall keep separate and complete records of the time and materials and other related costs required to

perform the work in dispute. Nothing herein shall prevent the UTILITY from completing the extra work or field changes at its sole cost and expense. In this event, extra work submitted for reimbursement shall be negotiated based upon the applicable rates included within the "Schedule of Average Annual Equipment Ownership Expense" published by the Illinois Department of Transportation (IDOT).

- H. The Chief Engineer of the ILLINOIS TOLLWAY reserves the right to dis-allow proposed field changes or extra work and direct the UTILITY to stop work in connection with a Utility Job Number if continuation of the work results in a substantial increase in costs or disrupts the construction of the PROJECTS. However, the UTILITY may continue the work if necessary to restore or maintain service to its customers.

XXII. REMOVAL OF EQUIPMENT AND SALVAGE

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

XXIII. RECORD DOCUMENTS

- B. The UTILITY shall provide the ILLINOIS TOLLWAY with one (1) set of reproducible full size (24" x 36") and one set of reduced size (11" x 17") as-built record drawings and specifications for each permanent FACILITY located within the ILLINOIS TOLLWAY'S right-of-way within ninety (90) calendar days after completion of work on the FACILITIES.
- B. To the extent the PARTIES have prior agreements, which include, but shall not be limited to Rights of Entry, Permits and/or Contracts for Sale, which address Utility

relocations and modifications and the associated financial responsibilities, they shall remain in force.

XXIV. INSURANCE

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

Self-Insurance.

- H. The UTILITY understands that the ILLINOIS TOLLWAY has not obtained Builders Risk Insurance covering loss to the property of the UTILITY on account of the work being performed by the UTILITY and its Contractors. Nothing in this Agreement is intended to impose liability on the ILLINOIS TOLLWAY for property losses of the UTILITY on account of work being performed by the UTILITY and its Contractors.

XXV. INDEMNIFICATION

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

XXVI. SUBMISSIONS OF COSTS AND BILLING

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

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

XXVII. PAYMENT

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

XXVIII. FUTURE REMOVALS OR RELOCATIONS

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

XXIX. MODIFICATIONS

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

XXX. TERMINATION

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

XXXI. GENERAL PROVISIONS

- G.** This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Illinois. Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought in DuPage County, Illinois.
- H.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- I.** Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a private entity, whose mailing address is _____.
- J.** This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES.
- K.** This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and assigns.
- L.** The failure by the ILLINOIS TOLLWAY or the UTILITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the UTILITY unless such provision is waived in writing.

NOTICES

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

To: The Illinois State Toll Highway Authority

2700 Ogden Avenue
Downers Grove, Illinois 60515
Attention: Chief Engineer

To: Unite Private Network LLC
950 West 92 Highway
Suite 203
Kearney MO
Attention Matthew Myer

EXHIBITS:

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

- Exhibit A: Notice of Utility Interference (NOI)
- Exhibit B: Order for Utility work
- Exhibit C: Notice to Proceed (NTP)

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____

Date:

Kristi Lafleur, Executive Director

ATTEST:

Date: _____
Secretary

UNITE PRIVATE NETWORK, L.L.C.

By: _____

Authorized Representative – PRINT NAME

By: _____

Date:

Authorized Representative – Signature & Title

ATTEST: _____

Date:

Secretary

Approved as to Form and Constitutionality

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

EXHIBITS

"A" – NOTIFICATION OF UTILITY INTERFERENCE

"B" – ORDER FOR UTILITY WORK

"C" – NOTICE TO PROCEED – UTILITY WORK

EXHIBIT A

Utility Job Number _____

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

Date _____

(Utility or Municipality)

Address

City, State, Zip

Dear Sir,

This is notification that your facilities consisting

of _____

BRIEF DESCRIPTION OF FACILITIES

Location _____

GENERAL LOCATION OF INTERFERENCE

Within _____ and more specifically located at _____ + _____,

_____ on the

DESIGN SECTION/CONTACT NUMBER

STATION NUMBER MILEPOST NO.

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

This interference has been assigned UTILITY JOB NUMBER _____

Recommended for Notification this _____ day of _____ of
20_____

By _____

By _____
DESIGN SECTION ENGINEER ISTHA UTILITY SECTION

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____

CHIEF ENGINEER

10-24-14

rev/mcs

EXHIBIT B **Utility Job**
Number: _____

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

The _____ hereby requests authority to do such work
as shown on

(Utility or Municipality)

the attached drawings and identified by Utility Job Number _____ in
accordance with the

terms and conditions of the Utility Agreement dated _____, 20 _____ and the
Supplemental Provisions and Restrictions as may be hereinafter set forth:

Final Plans, a detailed Cost Estimate, and time estimate to perform the utility work are
attached.

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

7. Estimated Cost of Abandoning, Removing or Retiring Existing
Facilities: \$ _____

8. Estimated Cost of Adjusting or Protecting Existing Facilities:
\$ _____

9. Estimated Cost of Relocating Facilities:

\$ _____

10. Estimated Cost of Temporary Facilities:

\$ _____

11. Estimated Cost of Additional Right-of-Way (if required):

\$ _____

12. Estimated Credit for Used Life, Betterment, Salvage:

\$ _____

Total Estimated Cost: \$ _____

The estimated time to complete the work is _____ days.

Signed on this _____ day of _____, 20 __.

(Utility or Municipality)

Signature

Title

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

Design Section Engineering

Signature

Tollway Utility Section

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____

Chief Engineer

10-24-14

rev/mcs

EXHIBIT C

Utility Job Number

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

NOTICE TO PROCEED – UTILITY WORK

_____ . Date

(Utility or Municipality)

Address

City, State, Zip

Gentlemen:

You are hereby authorized to proceed, effective this date, with construction of the utility work

Identified by Utility Job Number _____.

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

It is the Utility's responsibility to make known to itself the construction schedule for the project

and to coordinate the utility work with the work of others.

Sincerely,

Chief Engineer
Illinois State Toll Highway Authority

10-24-14 rev/mcs

RESOLUTION NO. 20686

Background

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

Resolution

The Chief of Engineering and the General Counsel are authorized to negotiate and prepare an Agreement between the Illinois State Toll Highway Authority and BP Pipelines in substantially the form of the Agreement attached to this Resolution. The Chair or the Executive Director is authorized to execute said agreement.



Approved by: _____
Chair

GENERAL PIPELINE RELOCATION AGREEMENT BETWEEN
THE ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY

AND

BP PIPELINES (NORTH AMERICA) INC.

THIS 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 BP PIPELINES (NORTH AMERICA), INC. a Maine corporation, (hereinafter, for convenient reference called the “UTILITY”), individually referred to as “PARTY” and collectively referred to as “PARTIES”

WITNESSETH

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

WHEREAS, The UTILITY owns, operates and maintains Petroleum Pipeline Facilities and/or structures, including but not limited to natural gas pipelines, oil pipelines, refined products pipelines, electricity, communication/data lines, etc. (hereinafter called the “FACILITY” or “FACILITIES”), in or about the area to be traversed by the PROJECTS, or future improvements, and may have interests in lands and right-of-way, where portions of which may or will interfere with the construction, operation or maintenance of the toll highway, and it is necessary that portions of said FACILITIES which interfere be protected, adjusted, relocated, modified or removed (hereinafter referred to as the “MODIFICATIONS” or with reference to “Modify”) to avoid conflict with the PROJECT; and

WHEREAS, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002015-02; intend to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the “Toll Highway Act,” 605 ILCS 10/11 *et seq.* (hereinafter referred to as the “ACT”) is authorized to enter into this AGREEMENT; and

WHEREAS, in accordance with the ACT the ILLINOIS TOLLWAY shall enter into agreements to modify and/or relocate FACILITIES which the ILLINOIS TOLLWAY determines interfere with Toll Highway PROJECTS; and

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

WHEREAS, it is appropriate and in the best interest of the PARTIES to agree on the manner in which the necessary work to MODIFY the FACILITIES shall be performed, the extent of reimbursable costs and credits due, the method and manner of ascertaining the costs, and payment procedures; and

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

V. STATEMENT OF PURPOSE

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

VI. NOTICE OF INTERFERENCE

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

III. OTHER GOVERNMENTAL IMPROVEMENTS

- O.** This AGREEMENT is not intended to alter the terms of any previously issued permits or prior agreements between the UTILITY and any local government, county, governmental agency or departments relating to utility occupancies or relocations. Improvements to FACILITIES under the jurisdictions of a local government, county, governmental agency or departments may be required in addition to ILLINOIS TOLLWAY PROJECTS. This work (hereinafter referred to as "OTHER

GOVERNMENTAL IMPROVEMENTS”) may include, but is not limited to, improvements to traffic lanes, intersections, approaches, exit and entrance ramps, lighting, and drainage systems.

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

- U.** The UTILITY shall specifically designate the part or percentage of the MODIFICATIONS made necessary by the PROJECT (and reduced by the proposed OTHER GOVERNMENTAL IMPROVEMENTS) for which it seeks reimbursement by the ILLINOIS TOLLWAY in accordance with the terms and conditions of this AGREEMENT.

XIV. ORDER FOR UTILITY WORK

- A.** Upon receipt of the “NOI” and after such supplementary information as may reasonably be required by the UTILITY to prepare a detailed plan to MODIFY its FACILITIES has been provided, the UTILITY shall prepare and submit to the ILLINOIS TOLLWAY the completed “Order for Utility Work” (in a form similar to Exhibit “B”) which shall include the following completed documents:
1. Completed Order for Utility Work form.
 2. Plan and profile detailing the work required.
 3. Plan and profile for temporary facilities (if required).
 4. Cost Estimate for the MODIFICATIONS.
 5. Detailed Work schedule.
 6. Time estimate required performing each phase of the work and time estimates for any required temporary or staged construction.
 7. Actual dollar amount and percentage of reimbursement resulting from OTHER GOVERNMENTAL IMPROVEMENTS.
- B.** The UTILITY shall prepare and submit an “Order for Utility Work” to the ILLINOIS TOLLWAY for each FACILITY or group of FACILITIES designated by a separate Utility Job Number.
- C.** The UTILITY’S submittals shall detail the plan and cross sections of the locations and profile of existing and proposed FACILITIES, including any temporary construction, staged construction and right-of-way that may be required. If the relocation of the FACILITIES is necessary, the ILLINOIS TOLLWAY shall determine the sites within its right-of-way to which the FACILITIES shall be relocated, taking into consideration the costs of relocation to various proposed sites and the UTILITY’S site preferences, maintenance and access requirements.

- D.** The Cost Estimate to MODIFY the FACILITIES for each Utility Job Number shall include, but shall not be limited to the following:
1. The UTILITY's Engineering Costs.
 - a. Engineering Expenses.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
 2. The UTILITY's Labor Costs.
 - a. Labor expenses.
 - b. Administrative and General Expenses.
 - c. Benefits, Pension, Welfare, Payroll Taxes.
 3. Materials and Supplies.
 - a. Estimated itemized quantities.
 - b. Estimated cost of each item.
 - c. Inventory and handling costs.
 4. Contractor Charges.
 5. Motor vehicle and equipment cost breakdowns.
 6. Estimated cost of temporary or staged FACILITIES.
 7. Estimated cost of construction and environmental permits.
 8. Estimated cost of additional right-of-way.
 9. Credit for betterment of FACILITIES.
 10. Credit for salvage.
 11. The amount and reimbursable percentage associated with OTHER GOVERNMENTAL IMPROVEMENTS as outlined in this AGREEMENT.
- E.** The Cost Estimate shall include only the cost to MODIFY the FACILITIES identified by a "Utility Job Number" issued by the ILLINOIS TOLLWAY. The UTILITY shall not purchase right-of-way or property rights for the MODIFICATIONS of its FACILITIES without the prior written approval of the Chief Engineer of the ILLINOIS TOLLWAY. The approval of the Order for Utility Work and Cost Estimate shall not be deemed an approval to purchase property or property rights.
- F.** The UTILITY shall submit to the ILLINOIS TOLLWAY an estimate of time required to perform all major phases of the work required to MODIFY the FACILITIES, including any time required for temporary or staged construction, and shall note any other time limitations applicable to such work to the extent known.
- G.** The UTILITY shall state, as part of its Cost Estimate, the method that will be used to perform the work e.g. (in-house company forces, independent or blanket contractor).

- H. The Cost Estimate shall not include a profit to the UTILITY and shall be signed by a duly authorized representative of the UTILITY who shall certify that the Cost Estimate constitutes an accurate statement of all anticipated costs associated with the proposed work.
- I. If the UTILITY desires to replace the FACILITY, or a portion thereof, with a FACILITY of increased capacity (betterments), or if the FACILITY includes other betterments, the estimate shall include the costs of those betterments and the UTILITY shall not be entitled to reimbursement for the betterments, unless the relocation cannot be carried out or performed without the installation of inclusion of such betterments. The non-reimbursable cost of the betterments shall be identified on the Cost Estimate as a credit to the ILLINOIS TOLLWAY.
- N. Upon request, the UTILITY shall make available to the ILLINOIS TOLLWAY any explanations, documents, plans, or other information as may be reasonably required for the ILLINOIS TOLLWAY to complete its review of the proposed plans and estimates to MODIFY the FACILITIES.
- O. The ILLINOIS TOLLWAY shall indicate its approval of the plans and estimates by executing the "Order for Utility Work" (Exhibit "B"). The UTILITY shall then proceed in accordance with this Agreement.

XV. TOLLWAY OPTION TO PERFORM THE WORK

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

XVI. PRE-CONSTRUCTION

- I. The PARTIES shall cooperate in identifying needs, exchanging information, and assessing progress during the preparation of plans.
- J. The UTILITY may perform the work required by the ILLINOIS TOLLWAY for each Utility Job Number by using its own forces or an independent outsourced contractor selected through a competitive bidding process.
- K. The bid documents shall require the UTILITY'S Contractor to perform the work within the schedule established by the construction contract. The ILLINOIS TOLLWAY requires competitive bidding of proposals or a periodic competitively bid maintenance contract for any portions of the work other than work performed by in-house employees. Upon receipt of all bids resulting from the competitive bidding process or a competitively bid periodic maintenance contract and prior to awarding the contracted work, the UTILITY shall promptly submit bid tabulation spread sheets and the three lowest responsible bids to the ILLINOIS TOLLWAY for review and approval. Such review and approval by the ILLINOIS TOLLWAY shall not be unreasonably withheld or delayed. In the event that UTILITY desires to award the contract to a company with a bid other than the lowest responsible bidder, the UTILITY shall provide a written explanation in support of the award to the ILLINOIS TOLLWAY.
- L. The UTILITY shall advertise, receive bids, provide construction engineering inspections and cause the FACILITIES work to be constructed in accordance with the ILLINOIS TOLLWAY approved Order for Utility Work.

XVII. NOTICE TO PROCEED

- E. The UTILITY shall not proceed with the construction of any MODIFICATION work under a Utility Job Number until it has received a written "Notice to Proceed" (similar in form to Exhibit "C"), from the ILLINOIS TOLLWAY. The "Notice to Proceed" shall specify a reasonable time within which the work is to

be done. The UTILITY shall use its best efforts to complete the work in the specified amount of time and in conjunction with the approved construction schedule.

- F. The ILLINOIS TOLLWAY shall not be obligated to issue the “Notice to Proceed” until the UTILITY or its contractors have provided copies of all documents, bonds and insurance certificates on forms reasonably satisfactory to the ILLINOIS TOLLWAY which identify the ILLINOIS TOLLWAY as a protected party and/or as an additional named insured as required by this Agreement, the plans and specifications, or by law. The ILLINOIS TOLLWAY shall not issue a “Notice to Proceed” until sufficient right-of-way has been acquired for the MODIFICATION of the FACILITIES.

XVIII. SCHEDULING AND COORDINATION

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

IX. PERFORMANCE OF THE WORK

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

Z. CHANGES IN THE WORK

- I. The UTILITY shall issue written notice to the Chief Engineer of any changes from the approved plans and Cost Estimates or any unscheduled or extra work required with respect to a Utility Job Number. Such changes or extra work shall be reviewed, and if deemed acceptable, approved in writing by the Chief Engineer of the ILLINOIS TOLLWAY. The UTILITY shall not be entitled to reimbursement for field changes or extra work without prior written notice and approval from the ILLINOIS TOLLWAY.
- J. In the event the UTILITY'S contract does not contain unit prices for the unscheduled or extra work to MODIFY the FACILITIES, the cost of any change in the approved final plans or the cost of extra work shall be negotiated between the UTILITY and its contractor and subject to approval by the ILLINOIS TOLLWAY, which approval shall not be unreasonably withheld or delayed.
- K. If the ILLINOIS TOLLWAY and the UTILITY cannot agree on the negotiated additional charges for proposed field changes or extra work to modify the FACILITIES and the UTILITY elects to proceed with the work in dispute, the UTILITY shall keep separate and complete records of the time and materials

and other related costs required to perform the work in dispute. Nothing herein shall prevent the UTILITY from completing the extra work or field changes at its sole cost and expense. In this event, extra work submitted for reimbursement shall be negotiated based upon the applicable rates included within the "Schedule of Average Annual Equipment Ownership Expense" published by the Illinois Department of Transportation (IDOT).

- L. The Chief Engineer of the ILLINOIS TOLLWAY reserves the right to reasonably dis-allow proposed field changes or extra work and direct the UTILITY to stop work in connection with a Utility Job Number if continuation of the work results in a substantial increase in costs or disrupts the construction of the PROJECTS. However, the UTILITY may continue the work if necessary to restore or maintain service to its customers.

XXXII. REMOVAL OF EQUIPMENT AND SALVAGE

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

XXXIII. RECORD DOCUMENTS

- C. The UTILITY shall provide the ILLINOIS TOLLWAY with one (1) set of reproducible full size (24" x 36") and one set of reduced size (11" x 17") as-built record drawings and specifications for each permanent FACILITY

located within the ILLINOIS TOLLWAY'S right-of-way within ninety (90) calendar days after completion of work on the FACILITIES, the cost of which shall be included in applicable Cost Estimates.

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

XXXIV. INSURANCE

- I. The UTILITY agrees to procure and maintain, or with respect to operations undertaken by its contractors, to cause its contractors to procure and maintain insurance of the kinds and amounts specified herein with insurance companies rated A - or better by AM Best and authorized to transact insurance business in the State of Illinois, covering all operations undertaken pursuant to any order for MODIFICATIONS of the FACILITIES given by the ILLINOIS TOLLWAY under the terms of this Agreement. Before commencing any such work, the UTILITY shall furnish the Certificates of Insurance satisfactory to the ILLINOIS TOLLWAY. Utility agrees to provide written notice to Tollway at least thirty (30) days in advance of cancellation of any required coverage that is not replaced. The ILLINOIS TOLLWAY'S failure to request a certificate of insurance or insurance policies does not constitute a waiver of the obligations and requirements to maintain the minimal coverage specified as stated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS.
- J. The UTILITY shall maintain the insurance requirements as well as third party liability insurance covering bodily injury and property damage with coverage and limits as specified in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS Section 107.27 as edited and attached hereto as Exhibit "D". All independent

and outsourcing contracts and contractors for the UTILITY while working hereunder shall have and maintain the insurance limits as required by the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS and Section 107.27 as edited in particular and have the ILLINOIS TOLLWAY included as an additional insured party.

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

XXXV. INDEMNIFICATION

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

- F.** To the extent allowable by law, the ILLINOIS TOLLWAY shall indemnify and save the UTILITY, its affiliates, directors, officers, agents, and employees harmless from any and all liability for loss of life, personal injury, damage to property and any and all claims, suits, actions, judgments, costs and fees of every nature and description arising out of or connected with the construction of the IMPROVEMENT by the ILLINOIS TOLLWAY or its Contractors, or from the ILLINOIS TOLLWAY'S operations on the ILLINOIS TOLLWAY'S right-of-way or from any other actions or inactions on the part of or on behalf of the ILLINOIS TOLLWAY in connection with the design, construction, reconstruction, operation, or maintenance of the IMPROVEMENT.

XXXVI. SUBMISSIONS OF COSTS AND BILLING

- C.** The ILLINOIS TOLLWAY shall reimburse the UTILITY for all substantiated, actual and approved costs necessary to perform the MODIFICATIONS.
- B.** Upon completion of the work contemplated by a Utility Job Number or a PROJECT including more than one Utility Job Number, the UTILITY shall submit to the ILLINOIS TOLLWAY an invoice for reimbursement. All bills or invoices shall be accompanied by supporting documents detailing, at a minimum, the following costs and expenses itemized as follows:
1. Construction or Removal of FACILITIES.
 - a. Engineering Costs;
 - b. Labor Costs;
 - c. Costs of Work Contracted for by the UTILITY;
 - d. Motor Vehicle and Equipment Costs; and
 - e. Material Costs;
 2. General and Overhead Costs.
 - a. Administrative and General;
 - b. Payroll Taxes;
 - c. Pension, Welfare, and Insurance;
 3. Credit for the salvage value of abandoned or removed Facilities.
 4. Credit for any and all Betterment of Facilities.

5. Credit for the reimbursable percentage due to OTHER GOVERNMENT IMPROVEMENTS.

- C. The bill/invoice shall be signed by a duly authorized representative of the UTILITY with a certification that he/she has examined the records and accounts of the UTILITY and that the statement is a true and complete bill for the items set forth therein.
- D. Audit/retention of records: UTILITY and its subcontractors shall maintain books and records relating to the performance of the MODIFICATIONS necessary to support the amounts charged to the State in compliance with 30 ILCS 500/20-65. Books and records, including information stored in databases or other computer systems, shall be maintained by the UTILITY for a period of three years from the later of the date of final payment under the contract or completion of the contract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the ILLINOIS TOLLWAY, the Auditor General, the Executive Inspector General, and the State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The UTILITY and its contractors and subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the ILLINOIS TOLLWAY under the contract for which adequate books and records are not available to support the purported disbursement. The UTILITY or subcontractors shall not impose a charge for audit or examination of the UTILITY's books and records.

XXXVII. PAYMENT

- G. After the UTILITY has submitted an approved invoice for reimbursement with all required supporting statements and documentation, the ILLINOIS TOLLWAY shall reimburse the UTILITY for its substantiated costs for the MODIFICATION of

the FACILITIES covered by each Utility Job Number within sixty (60) days of the ILLINOIS TOLLWAY'S receipt and Board Approval of such invoices. Periodic or partial payments and invoicing shall be permitted for materials and supplies delivered with work completed. The UTILITY shall also submit, prior to payment, any additional information related to the MODIFICATION reasonably requested by the ILLINOIS TOLLWAY.

- H. Final payment by the ILLINOIS TOLLWAY for the cost of all eligible reimbursable utility work performed on each Utility Job Number or improvement shall constitute full payment for the performance of its obligation to pay money and constitute full satisfaction of any and all claims for payment of money which the UTILITY may have against the ILLINOIS TOLLWAY arising from the Utility Job Number or improvement set forth in this AGREEMENT.
- I. The UTILITY shall submit a final invoice within one (1) year of the completion of work on each Utility Work Order. The final invoice shall be marked "FINAL INVOICE" and shall state the date on which the last work was performed or the last item of billed expense was incurred.

XXXVIII. FUTURE REMOVALS OR RELOCATIONS

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

XXXIX. MODIFICATIONS

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

XL. TERMINATION

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

XLI. GENERAL PROVISIONS

- M.** This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Illinois. Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought in DuPage County, Illinois.
- N.** 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.
- O.** Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a private entity, whose mailing address is _____.
- P.** This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES.
- Q.** This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and assigns.
- R.** The failure by the ILLINOIS TOLLWAY or the UTILITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the UTILITY unless such provision is waived in writing.
- S.** ILLINOIS TOLLWAY STANDARD SPECIFICATIONS, can be reviewed at:

<http://www.illinoistollway.com/doing-business/construction-engineering/construction-permits>

NOTICES

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

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

To: BP Pipelines (North America) Inc.
150 West Warrenville Road
Naperville, Illinois 60563
Attention: David Sommerfeld
Land & Right of Way

EXHIBITS:

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

- Exhibit A: Notice of Utility Interference (NOI).
- Exhibit B: Order for Utility Work.
- Exhibit C: Notice to Proceed (NTP)
- Exhibit D: Illinois Tollway Standard Specifications – Section 107.27 edited

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date:

Kristi Lafleur, Executive Director

ATTEST: _____
Date: _____
Secretary

BP PRODUCTS NORTH AMERICA INC.

By: Donald W. Porter
Authorized Representative – PRINT NAME

By: _____ Date:

Authorized Representative – Signature & Title

ATTEST: _____ Date:

Secretary

Approved as to Form and Constitutionality

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

EXHIBIT A

Utility Job Number

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

_____ Date _____

(Utility or Municipality)

Address

City, State, Zip

Dear Sir, This is notification that your facilities consisting
of _____

BRIEF DESCRIPTION OF FACILITIES

Location _____

GENERAL LOCATION OF INTERFERENCE

Within _____ and more specifically located at _____ + _____,
_____ on the

DESIGN SECTION/CONTACT NUMBER

STATION NUMBER MILEPOST NO.

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

This interference has been assigned UTILITY JOB NUMBER

Recommended for Notification this _____ day of _____ of
20_____

By _____

By _____
DESIGN SECTION ENGINEER ISTHA UTILITY SECTION

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____
CHIEF ENGINEER

12-10-14 rev

EXHIBIT B

Utility Job

Number: _____

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
ORDER FOR UTILITY WORK -**

_____ **TOLLWAY**

The _____ hereby requests authority to do such work as shown on

(Utility or Municipality)

the attached drawings and identified by Utility Job Number _____ in accordance with the

terms and conditions of the Utility Agreement dated _____, 20 _____ and the

Supplemental Provisions and Restrictions as may be hereinafter set forth:

Final Plans, a detailed Cost Estimate, and time estimate to perform the utility work are attached.

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

13. Estimated Cost of Abandoning, Removing or Retiring Existing Facilities: \$ _____

14. Estimated Cost of Adjusting or Protecting Existing Facilities: \$ _____

15. Estimated Cost of Relocating Facilities: \$ _____

16. Estimated Cost of Temporary Facilities: \$ _____

17. Estimated Cost of Additional Right-of-Way (if required): \$ _____

18. Estimated Credit for Used Life, Betterment, Salvage: \$ _____

Total Estimated Cost:
\$ _____

The estimated time to complete the work is _____ days.

Signed on this _____ day of _____, 20 ____.

(Utility or Municipality)

Signature **Title**
Recommended for Approval this _____ day of _____ of 20
_____.

Design Section Engineering **Signature**

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

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signed _____
Chief Engineer 12-09-14 rev/mcs

EXHIBIT C

Utility Job Number

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

_____. Date

(Utility or Municipality)

Address

City, State, Zip

Gentlemen:

You are hereby authorized to proceed, effective this date, with construction of the utility work

Identified by Utility Job Number _____.

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

It is the Utility's responsibility to make known to itself the construction schedule for the project

and to coordinate the utility work with the work of others.

Sincerely,

Chief Engineer
Illinois State Toll Highway Authority

EXHIBIT "D" – ISTHA STANDARD SPECIFICATIONS 107.27 – EDITED

ISTHA STANDARD SPECIFICATIONS:

107.27 Insurance. The Contractor shall obtain and thereafter keep in force for the term of the Contract including all options and extensions the following insurance. Whether stated in this Article or elsewhere, the Tollway does not warrant the adequacy of the types of insurance coverage or the limits of liability specified. Failure to request certificates of insurance, policy endorsements or insurance policies either initially or at any policy renewal, does not constitute a waiver by the Tollway of the Contractor's obligations and requirements to maintain the minimal coverage specified.

- (a) General Provisions. Insurance coverage shall be provided by insurance companies acceptable to the Tollway and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated by A.M. Best and Company with a Financial Strength Rating of rating of A- or better and a financial size category of not less than VII.

The contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under Contract by the Contractor, the Contractor's agents, representatives, employees and subcontractors. The Contractor shall not commence work until all the insurance required by this section or any contract Special Provision has been obtained.

Copies of applicable additional insured endorsements and certificates of insurance shall be filed with the Tollway at or before the time of executing the Contract. The obligations under this section are mandatory. Unless the Tollway consents in writing, all insurance procured by the Contractor pursuant to these requirements shall be written on an occurrence basis. Insurance shall not be cancelled and not replaced unless a 30-day prior written notice is given to the Tollway except as provided by State Statute. Whether stated in these provisions or elsewhere, the Tollway does not warrant the adequacy of the types of insurance coverage or the limits of coverage specified.

- (b) Self-Insured Retention. Any self-insured retention must be declared. Self-insured retentions in excess of \$50,000 must be accepted by the Tollway.
- (c) Policy Requirements. Policies and Certificates of Insurance will be on forms acceptable to the Tollway
- (d) Subcontractors. The Contractor shall have subcontractor(s) while working hereunder provide commercial general liability, business automobile liability, workers' compensation insurance and excess insurance with coverage as broad as is described under "Scope of Insurance." The limits of coverage will be determined by the Contractor. The Contractor shall maintain, in Contractor's files, evidence of all subcontractor insurance coverage. Failure to maintain evidence of subcontractor insurance shall not constitute a contractual breach.
- (e) Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability – Include coverage for premises and operation, broad form property damage, products completed operations, independent contractor's personal injury liability and contractual obligations. Policy coverage shall be on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent protection).

- (2) Business Automobile Liability - Covering owned, hired and non-owned vehicles and includes any required uninsured and underinsured insurance coverage for all operators. Policy coverages shall be on the latest filed ISO occurrence form (or a substitute form providing equivalent protection).
 - (3) Workers' Compensation Insurance - As required by the Worker's Compensation Act of the State of Illinois. Contractor may use a Self-Insured plan if the plan is approved by the State of Illinois and certified by the Illinois Worker's Compensation Commission.
 - (4) Excess/Umbrella Liability – To apply over the limits and coverage provided through Commercial Liability, Business Automobile Liability and Employers Liability Insurance. Coverage shall include drop-down provisions if the underlying policy coverage is exhausted.
 - (5) Builder's Risk Insurance - The policy terms will be on an "all-risk" basis and include the Contractor and any sub-contractor of any tier as named insured. The Tollway shall be included as a named insured as their interest may appear. The coverage shall include waiver of the insurer's rights of subrogation against all contractors and the Tollway. The Tollway retains the right to provide this coverage as part of a blanket policy. In such cases, the Contractor will be responsible for any claim deductibles/retentions that will be declared in the contract bid materials.
- (f) Limits of Liability. Limits of liability will provide for the following provisions. Minimum limits requirements may be fulfilled with those indicated or the higher limits carried by the Contractor. Contractor may self-insure this coverage with notification and Certificate of Self-Insurance.
- (1) Commercial General Liability - Limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual general aggregate. Products/completed operations coverage will be maintained by the Contractor for a minimum of two (2) years following acceptance of Work.
 - (2) Business Automobile Liability – Limit of liability of not less than \$1,000,000 combined single limit for bodily injury and property damage per accident.
 - (3) Worker's Compensation
 - a. Statutory limits
 - b. Employer's liability of \$1,000,000 per accident, per disease and aggregate for disease, including voluntary compensation and where applicable, United States Longshoremen and Harbor Workers.
 - (4) Excess/Umbrella Liability - In addition to the limits of coverage specified in (1), (2) and (3) above, not less than \$ 8,000,000 per occurrence and in annual aggregate per project (delete per project and reduce limit to 8 million) will be maintained by the Contractor.
 - (5) Builder's Risk Insurance - The Contractor shall obtain, if not provided by the Tollway, for the term of the Contract, Builder's Risk Insurance from an insurance company that meets the minimum requirements set forth in the General Provisions. The policy limit shall be provided equal to the original contract award amount and shall be adjusted as needed to include all change orders and extra work orders with proper notification and certificate of Self-Insurance, contractor may self-insure this coverage..

- (g) Cost of Insurance. The cost of all insurance required by these provisions shall be considered as included in the prices for the various pay items of the contract and no additional compensation will be allowed.

- (h) Waiver of Subrogation. Policies shall contain a waiver of subrogation waiving any right of recovery that the insurance company may have against the Tollway or any of its engineering firms and consultants.

- (i) Additional Insured Protection. The Illinois Toll Highway together with its officials, directors and employees are to be named as "Additional Insured" with coverage as least as broad as set forth in ISO Form CG 2010 and CG 2037. This endorsed coverage shall be applicable to the primary commercial general liability insurance coverage of the Contractor for the project. Similar additional insured protection will be added to the business automobile coverage.

As an alternative, if acceptable Commercial General Liability coverage as "Additional Insured" is not available, the Tollway is to be the named insured for an Owners Protective Insurance policy, which provides protection of not less than \$4 million per occurrence. The insurance policy must meet the requirement of the Tollway.

The Consulting Engineer, PMO, Design Section Engineer, Design Corridor Manager, Construction Manager, Project Manager and Construction Manager are to be named as Additional Insured with coverage at least as broad as set forth in ISO Form CG 2032 providing coverage for engineers, architects or surveyors.

As part of the provisions and requirement for this project there may be a number of contracts, agreements and intergovernmental agreements related to the project that require the construction Contractor to include the contracting or agreement entity as an "additional insured" on the liability insurance of the Contractor. The Contractor shall assure these entities are included as covered parties as part of a blanket additional insured endorsement or individually named additional named additional insured.

The Special Provisions of the bidding documents may include entities that are to be included as "Additional Insured."

The Contractor's required coverage shall be primary for the "Additional Insured" and not contributing with any other or similar protection available to the "Additional insured" whether said other coverage be primary, contributing or excess.

RESOLUTION NO. 20687

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding a worker’s compensation claim with Don Wilch as recommended by defense counsel Nyhan, Banbrick Kinzie & Lowry. It is in the best interest of the Tollway to go forward with the settlement.

Resolution

The settlement of Don Wilch’s worker’s 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 Chair 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: _____
Chair

RESOLUTION NO. 20688

Background

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

The Tollway, pursuant to Section 10.8(e) of the Act, shall have the power to retain special counsel, subject to the approval of the Attorney General, as needed from time to time, and fix their compensation, provided however; such special counsel shall be subject to the control, direction and supervision of the Attorney General.

It is necessary and desirable for the Tollway to have a pool of law firms for six categories of legal work to rely on and to appoint said law firms to represent the Tollway in each of these categories, representing an area which has historically been performed by outside counsel when such assistance was required. The Tollway advertised for proposals from law firms capable of representing it, and the following law firms were deemed to be the most qualified in each legal category from the proposals received:

Labor Relations and Employment Litigation:

Burke Burns & Pinelli Ltd.
Franczek Radelet P.C.
Laner Muchin Ltd.

General Civil Litigation:

Burke Burns & Pinelli Ltd.
Deutsch Levy & Engle Chtd
Franczek Radelet P.C.
Nyhan Bambrick Kinzie & Lowry, P.C.
Pugh, Jones & Johnson, P.C.
Quintairos, Prieto, Wood & Boyer, P.A.
The Sotos Law Firm, P.C.
Wiedner McAuliffe, Ltd.

RESOLUTION NO. 20688

Background-continued

Worker's Compensation:

Nyhan Bambrick Kinzie & Lowry, P.C.
Quintairos, Prieto, Wood & Boyer, P.A.

Legal Liability:

Pugh Jones & Johnson P.C.
Quintairos, Prieto, Wood & Boyer, P.A.
The Sotos Law Firm, P.C.

Intellectual Property:

Perkins IP Law Group, LLC

Contract Matters:

Burke Burns & Pinelli, Ltd.
Quintairos, Prieto, Wood & Boyer, P.A.

Resolution

The General Counsel is authorized to finalize appropriate contracts, per terms presented to the Board, with the above-referenced law firms and seek necessary appointment from the Attorney General, as Special Assistant Attorneys General, to ensure that such firms are able to represent the Tollway if and when a need arises, and all acts taken by the General Counsel in furtherance of establishing the pool and making necessary appointments as needed therefrom are approved. The Chair or the Executive Director or the General Counsel is authorized to execute any documents necessary to ensure the law firms identified are prepared to provide counsel as required, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved: _____

Chair

RESOLUTION NO. 20689

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into a Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees, Council 31 (“AFSCME”) effective as of January 1, 2014 through December 31, 2017.

Resolution

The Chief of Administration and the General Counsel are authorized to finalize a Collective Bargaining Agreement between the Tollway and AFSCME, in accordance with the terms and conditions presented to the Board in Executive Session discussion. The Chair or the Executive Director is authorized to execute said Agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____
Chair

RESOLUTION NO. 20690

Background

It is in the best interest of the Illinois State Toll Highway Authority (“Tollway”) to enter into a Collective Bargaining Agreement with the State and Municipal Teamsters and Chauffeurs Union, Local 700 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (“Teamsters”), effective as of October 1, 2014 through February 28, 2018.

Resolution

The Chief of Administration and the General Counsel are authorized to finalize a Collective Bargaining Agreement between the Tollway and Teamsters, in accordance with the terms and conditions presented to the Board in Executive Session discussion. The Chair or the Executive Director is authorized to execute said Agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 20691

Background

On January 27, 1994, the Illinois Toll Highway Authority (“Tollway”) Board of Directors approved a motion declaring it the policy of the Board that conditions and provisions of area-wide collective bargaining agreements be recognized and applied to all Tollway construction projects and that a multi-project labor agreement be applied to and made a part of all Tollway construction projects. Per developments in the State of Illinois and the local construction industry, it is appropriate for the Tollway board to review the suitability of this practice.

Resolution

The Board hereby resolves and directs the Tollway to take all appropriate measures so that the agreement known as the Multi-Project Labor Agreement (and addendum thereto), previously executed on or about April 29, 1994, shall be terminated effective as of May 1, 2015, with respect to Tollway construction projects for which bids are opened on or after May 1, 2015. Furthermore, it shall be the policy of the Board that with respect to said projects the Multi-Project Labor Agreement will no longer be applied to or made a part thereof.



Approved by: _____

Chair