

## RESOLUTION NO. 20375

**Background**

In early 2005, the Office of the Illinois State Treasurer (“Treasurer”) issued a Request for Proposals (“RFP”) in cooperation with the Tollway in order to procure banking and armored car services for the Tollway. Upon evaluation by the selection committee, 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, 2005, through August 31, 2009, at an annual amount not to exceed \$360,000.

The Tollway’s current agreement with Bank of America (the “Contract”) states that "The term of this agreement is from September 1, 2005 to August 31, 2009. Upon expiration of this term, the Treasurer, with approval from the ISTHA, may elect to extend this relationship for a period of time and terms agreed upon by the parties that are consistent with the Treasurer's Procurement Regulations."

In July, 2009, the Board approved Resolution number 18809 and the Contract was renewed for a one-year period, from September 1, 2009 through August 31, 2010, in an amount not to exceed \$360,000. In July, 2010, the Board approved Resolution number 19133 to 1) renew the Contract for an additional one-year period, from September 1, 2010 through August 31, 2011, in an amount not to exceed \$390,000 and 2) increase the upper limit for the Contract year that expired August 31, 2010, by \$10,000, from \$360,000 to \$370,000. In July, 2011 the Board approved Resolution number 19436 and the Contract was renewed for a one-year period, from September 1, 2011 through August 31, 2012, in an amount not to exceed \$420,000; and the upper limit for the contract year expiring August 31, 2011, was increased by \$10,000, from \$390,000 to \$400,000. In July 2012, the Board approved Resolution number 19734 and the Contract was renewed for a one-year period, from September 1, 2012 through August 31, 2013, in an amount not to exceed \$400,000. In June, 2013, the Board approved Resolution number 19991 and the Contract was renewed for a one-year period from September 1, 2013 through August 31, 2014 in an amount not to exceed \$380,000.

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**Resolution**

It is necessary and in the best interest of the Tollway to renew the Contract for customary banking services and armored car services with Bank of America for a one-year period, commencing September 1, 2014, through August 31, 2015, in an amount not to exceed \$370,000, subject to the Contract being renewed by the 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. 20376

**Background**

Pursuant to the provisions of the Toll Highway Act of the State of Illinois, as amended (the “Act”), The Illinois State Toll Highway Authority (the “Authority”) is authorized to provide for the construction, operation, regulation and maintenance of toll highways in the State of Illinois (the “Tollway System”).

Pursuant to the Act, the Amended and Restated Trust Indenture between the Authority and The Bank of New York Mellon Trust Company, N.A., as successor Trustee (the “Trustee”), effective March 31, 1999 and as supplemented and amended to the date of adoption of this Resolution (the “Master Indenture”), the Authority is authorized to issue its revenue bonds for any lawful purpose including, among others, extending and improving the Tollway System.

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

The Authority has determined that the costs of the *Move Illinois Program* are to be paid from available funds of the Authority and from the proceeds of its revenue bonds to be issued from time to time.

In furtherance of, and to provide funds to pay a portion of the costs of, the *Move Illinois Program* (i) on May 16, 2013, pursuant to the terms of the Fifteenth Supplemental Indenture, dated as of May 1, 2013, between the Authority and the Trustee, the Authority issued its Toll Highway Senior Revenue Bonds, 2013 Series A, in the aggregate principal amount of \$500 million, and (ii) on June 4, 2014, pursuant to the terms of the Eighteenth Supplemental Indenture, dated as of June 1, 2014, between the Authority and the Trustee, the Authority issued its Toll Highway Senior Revenue Bonds, 2014 Series B, in the aggregate principal amount of \$500 million.

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**continued Background**

The Authority has determined that it is advisable, necessary and in the best interests of the Authority to authorize the borrowing of a sum determined necessary from time to time in a maximum aggregate principal amount of \$1 billion for the purpose of paying costs of the *Move Illinois Program* and in evidence thereof to issue one or more series of Additional Senior Bonds (as defined in the Master Indenture) pursuant to Section 204 of the Master Indenture (the "2014/2015 New Money Bonds"), at one or more times as herein provided, such borrowing being for a proper public purpose and in the public interest, and the Authority, by virtue of all laws applicable thereto, has the power to issue such 2014/2015 New Money Bonds.

Any 2014/2015 New Money Bonds authorized herein shall be issued on a parity with all Senior Bonds (as defined in the Master Indenture) now or hereafter outstanding under the Master Indenture and shall be secured by the Master Indenture, as supplemented and amended as authorized herein or as may be supplemented and amended in the future.

It is necessary for the Authority to authorize the issuance of the 2014/2015 New Money Bonds and to approve and to authorize the execution of one or more Fixed Rate Supplemental Indentures, Bond Purchase Agreements, and certain other documents and agreements and the performance of acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the 2014/2015 New Money Bonds.

In addition to the foregoing, paragraph 5 of Section 511 of the Master Indenture authorizes the Authority to adopt resolutions pursuant to cost estimates of proposed Improvements, as defined in the Master Indenture, prepared by the Authority's Consulting Engineer, as defined in the Master Indenture, which resolutions may provide for the establishment of the Improvement Requirement, as defined in the Master Indenture. On November 17, 2011 the Tollway adopted Resolution No. 19535 which established a capital improvement requirement of \$1 billion within the Improvement Account, as defined in the Master Indenture, for

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**continued Background**

the funding of a portion of the Improvements of the Move Illinois Program and authorized the Chief of Finance to cause to be deposited to the Improvement Account for the funding of such portion of Improvements of the Move Illinois Program an amount not to exceed \$1 billion, less any amount of such portion of Improvements of the Move Illinois Program funded by pre-existing balances in the Improvement Account.

**Resolution**

The Authority authorizes the issuance and delivery of the 2014/2015 New Money Bonds in a maximum aggregate principal amount of \$1 billion for the purpose of paying costs of the *Move Illinois Program*. The 2014/2015 New Money Bonds may be issued from time to time in one or more series as Additional Senior Bonds in said respective maximum aggregate principal amounts or such lesser principal amounts, all as may be determined by the Chair of the Authority (the “Chair”).

All 2014/2015 New Money Bonds shall be issued as bonds bearing interest at fixed rates and paying interest semiannually. Each series of 2014/2015 New Money Bonds shall be issued pursuant to, and have such terms and provisions as are set forth in, a supplemental indenture (each, a “2014/2015 Supplemental Indenture”) between the Authority and the Trustee, supplementing and amending the Master Indenture.

In connection with the issuance of each series of 2014/2015 New Money Bonds, the Chair is hereby authorized to execute, and the Secretary of the Authority (the “Secretary”) is hereby authorized to attest, a 2014/2015 Supplemental Indenture in substantially the form of supplemental indentures heretofore executed and delivered in connection with the issuance of fixed rate revenue bonds to finance costs of the Move Illinois Program, with such revisions, insertions, completions and modifications necessary therein including, without limitation, such revisions as shall be necessary to incorporate provisions relating to (x) the dating, series designation, denominations, interest payment dates, redemption provisions, registration and transfer of the 2014/2015 New Money Bonds and (y) the application of proceeds of the 2014/2015 New Money Bonds for

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**continued Resolution**

paying costs of the *Move Illinois Program* as shall be approved by the Chair and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chair's approval and this Authority's approval of such revisions, insertions, completions and modifications thereof.

*Terms of 2014/2015 New Money Bonds.* The 2014/2015 New Money Bonds of each series shall be designated "Toll Highway Senior Revenue Bonds" with such additions, modifications, or revisions as shall be determined to be necessary by the Chair at the time of sale of the 2014/2015 New Money Bonds to reflect the order of sale of such Bonds if issued in more than one series, the specific series of such Bonds, and any other authorized features of the 2014/2015 New Money Bonds determined by the Chair as desirable to be reflected in the title of the 2014/2015 New Money Bonds being issued. The 2014/2015 New Money Bonds of a series shall mature no later than twenty-five (25) years from their date. Each series of 2014/2015 New Money Bonds shall bear interest at a rate or rates not to exceed 8.00 percent per annum. Interest shall be payable on each series of 2014/2015 New Money Bonds semiannually at such times and on such terms as shall be provided in the related Supplemental Indenture.

The 2014/2015 New Money Bonds shall be executed by the manual or duly authorized facsimile signatures of the Chair and the Secretary and the corporate seal of the Authority (or facsimile thereof) shall be impressed or otherwise reproduced thereon. The 2014/2015 New Money Bonds of a series shall be prepared in the form attached to the related Supplemental Indenture.

Any portion of the 2014/2015 New Money Bonds may be issued as bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes if determined by the Chair to be beneficial to the Authority.

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**continued Resolution**

*Redemption.* The 2014/2015 New Money Bonds of a series may be made subject to redemption prior to maturity at the option of the Authority, at such times and at redemption prices of par plus accrued interest, which redemption prices may also include a redemption premium for each 2014/2015 New Money Bond to be redeemed expressed as a percentage not to exceed two percent (2%) of the principal amount of the 2014/2015 New Money Bonds being redeemed. Certain of the 2014/2015 New Money Bonds may be made subject to redemption by Sinking Fund Installments (as defined in the Master Indenture), at par and accrued interest to the date fixed for redemption, as determined by the Chair at the time of the sale thereof and reflected in the related Supplemental Indenture.

*Sale of Bonds.* The Chair is hereby authorized on behalf of the Authority to sell all or any portion of the 2014/2015 New Money Bonds to one or more underwriters qualified by the Authority's procurement process RFP#12-0045, which such underwriters may be an underwriting group represented by one or more senior managing underwriters (the "Underwriters").

The 2014/2015 New Money Bonds shall be sold and delivered to the Underwriters subject to the terms and conditions of one or more Bond Purchase Agreements between the Authority and the Underwriters (each, a "Bond Purchase Agreement"); provided, that the aggregate purchase price shall be not less than 98.5 percent of the principal amount thereof to be issued (less any original issue discount used in marketing thereof) plus accrued interest, if any, from their date to the date of delivery thereof. The Chair is hereby authorized to execute, and the Secretary is hereby authorized to attest, each Bond Purchase Agreement in substantially the form previously used in connection with the sale of fixed rate revenue bonds of the Authority, with such revisions, insertions, completions and modifications therein as shall be approved by the Chair and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chair's approval and this Authority's approval of such revisions, insertions, completions and modifications thereof.

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**continued Resolution**

*Preliminary Official Statement.* The preparation, use and distribution of one or more Preliminary Official Statements relating to the 2014/2015 New Money Bonds (each, a “Preliminary Official Statement”) is hereby in all respects ratified, authorized and approved. Each Preliminary Official Statement shall be in substantially the form previously used in connection with the sale of fixed rate revenue bonds of the Authority issued to finance costs of the Move Illinois Program, or shall contain disclosure information substantially similar to that presented in such forms, and shall reflect the terms and provisions of the 2014/2015 New Money Bonds proposed to be issued, including the application of the proceeds thereof and shall describe accurately the current financial condition of the Tollway System and the parties to the financing. The proposed use by the Underwriters of an Official Statement (in substantially the form of the related Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the 2014/2015 New Money Bonds being sold) is hereby approved. The Chair is authorized and directed to execute the Official Statement on behalf of the Authority and her execution thereof shall constitute conclusive evidence of the Chair’s approval and this Authority’s approval of any changes to the form of Preliminary Official Statement authorized herein.

*Application of Proceeds.* The proceeds from the sale of any series of the 2014/2015 New Money Bonds shall be applied as determined by the Chair and the Chief of Finance of the Authority as follows:

- (i) the sum representing the accrued interest received, if any, shall be used to pay the first interest becoming due on the 2014/2015 New Money Bonds sold;
- (ii) to the payment of interest to become due on the 2014/2015 New Money Bonds of such series for a period not later than three years from the date of issuance of such 2014/2015 New Money Bonds as shall be determined by the Chair in connection with the issuance of such 2014/2015 New Money Bonds;

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- (iii) to the payment of costs of the *Move Illinois Program*;
- (iv) to make any required deposit to the Debt Reserve Account held under the Master Indenture;
- (v) to pay customary expenses related to the issuance of such 2014/2015 New Money Bonds; and
- (vi) to such other purposes that are not inconsistent with the terms and provisions of this Resolution as shall be set forth in the Supplemental Indenture authorizing such 2014/2015 New Money Bonds.

*Tax-Exemption and Non-Arbitrage.* The Authorized Officers are hereby authorized to take any actions and to execute any documents and certificates necessary to assure that 2014/2015 New Money Bonds issued on a tax-exempt basis do not constitute “arbitrage bonds” under the Internal Revenue Code of 1986, as amended, and to effectuate the issuance and delivery of such 2014/2015 New Money Bonds, including but not limited to the execution and delivery by one or more of the Authorized Officers of a Tax Exemption Certificate and Agreement in a form to be approved by bond counsel and by counsel for the Authority.

*Continuing Disclosure.* The Chair is authorized to execute and deliver a Continuing Disclosure Agreement evidencing the Authority’s agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as applicable to the 2014/2015 New Money Bonds of each series, in substantially the form previously used in connection with the issuance of fixed rate revenue bonds issued by the Authority to finance costs of the Move Illinois Program, with such insertions, completions and modifications therein as shall be approved by the Chair and that are not inconsistent with the terms and provisions of this Resolution, such execution to constitute conclusive evidence of the Chair’s approval and this Authority’s approval of such insertions, completions and modifications thereof.

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**continued Resolution**

*Deposits to Improvement Account.* The Authority hereby amends Resolution No. 19535 to increase the amount of funds that the Chief of Finance is authorized to cause to be deposited to the Improvement Account for the funding of Improvements of the Move Illinois Program from an amount not to exceed \$1 billion, less any amount of such portion of Improvements of the Move Illinois

Program funded by pre-existing balances in the Improvement Account, to an amount not to exceed \$6.614 billion, less any amount of such portion of Improvements of the Move Illinois Program funded by pre-existing balances in the Improvement Account, such revised amount based on the cost of proposed Improvements of the Move Illinois Program as most recently estimated by the Consulting Engineer retained by the Authority pursuant to Section 709 of the Master Indenture.

*Authorized Acts.* The Chair, the Executive Director, the Secretary, the Assistant Secretary, the Chief of Finance, the General Counsel, and the Chief Engineer of the Authority are hereby each authorized and directed to do all such acts and things and to execute and deliver all such other documents, agreements and certificates and perform such other acts as may be necessary or desirable in connection with the issuance of the 2014/2015 New Money Bonds and the execution and delivery of each Supplemental Indenture, Bond Purchase Agreement, Official Statement and Continuing Disclosure Agreement.

*Ratification.* All acts and undertakings of the officials or officers of the Authority that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the 2014/2015 New Money Bonds are in all respects approved and confirmed.

*Costs of Issuance.* The Chief of Finance of the Authority is authorized to pay the costs of issuance of the 2014/2015 New Money Bonds including, without limitation, printing costs, transcript costs, consultants' and attorneys' fees, upfront and annual rating agency fees, upfront and annual trustee fees, and all other reasonable and necessary fees and costs of the Authority incurred in connection with the issuance of the 2014/2015 New Money Bonds.

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*Approval of Attorney General.* Notwithstanding anything herein to the contrary, this Authority's approval of each Supplemental Indenture and Bond Purchase Agreement is subject to the further approval as to their form and constitutionality by the Attorney General of the State of those agreements.

*Severability.* The provisions of this Resolution are hereby declared to be severable, and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the section, phrases, or provisions.

*Repealer and Effective Date.* All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption.

Approved by:



Chair

## RESOLUTION NO. 20377

**Background**

Pursuant to the Toll Highway Act of the State of Illinois, as amended (the "Act"), and the Amended and Restated Trust Indenture between The Illinois State Toll Highway Authority (the "Authority") and The Bank of New York Mellon Trust Company, N.A., as successor Trustee (the "Trustee"), effective March 31, 1999 and as supplemented and amended to the date of adoption of this Resolution (the "Trust Indenture"), the Authority is authorized to issue its revenue bonds for any lawful purpose including, among others: extending and/or improving the Tollway System (as defined in the Trust Indenture); and refunding and/or advance refunding any of its revenue bonds then outstanding.

On August 23, 2012 the Tollway approved Resolution No. 19747, as amended by Resolution No. 19763 on September 27, 2012, authorizing, pursuant to Authority procurement process RFP#12-0045 and for an initial contract term of three years, the selection of:

- (i) the following financial firms to serve, on an as-needed basis as determined by the Authority, as Senior Managing Underwriter, Co-Senior Managing Underwriter, and/or Remarketing Agent:

Barclays Capital Inc.;  
BMO Capital Markets GKST  
Inc.; Citigroup Global Markets  
Inc.; Goldman, Sachs & Co.;  
Jefferies & Company, Inc.;  
J.P. Morgan Securities LLC;  
Loop Capital Markets LLC;  
Merrill Lynch Pierce Fenner & Smith Incorporated;  
Morgan Stanley & Co. LLC;  
RBC Capital Markets, LLC;  
Samuel A. Ramirez & Co., Inc.;  
Siebert Brandford Shank & Co., L.L.C.;  
Wells Fargo Bank, N.A.; and  
William Blair & Company, L.L.C.  
(collectively the "Senior Pool");  
and

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**continued Background**

(ii) certain financial firms to serve, on an as-needed basis, as Co- Managing Underwriter, which such firms currently consist of the following:

Cabrera Capital Markets, LLC; Duncan-Williams, Inc.; Fifth Third Securities, Inc.; George K. Baum & Company; Janney Montgomery Scott LLC; KeyBanc Capital Markets Inc.; Mesirow Financial, Inc.; Oppenheimer & Co. Inc.; Piper Jaffray & Co.; PNC Capital Markets LLC; Raymond James & Associates, Inc. Inc.; Rice Securities, LLC; Robert W. Baird & Co. Incorporated; Stifel Nicolaus & Company, Inc.; The Williams Capital Group, L.P.; and U.S. Bancorp Investments, Inc./U.S. Bank National Association (collectively the "*Co-Manager Pool*").

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

On June 26, 2014 the Board of Directors of the Authority (the "*Board*") is scheduled to vote on a Resolution that, if approved, would authorize, among other things, the issuance and delivery of one or more series of Additional Senior Bonds (as defined in the Trust Indenture) in a maximum aggregate principal amount not to exceed \$1 billion for the purpose of paying costs of the Move Illinois Program (the "*2014 New Money Bond Resolution*").

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**continued Background**

Resolution No. 18976 approved by the Board on January 28, 2010, as extended and amended by Resolution No. 19282 approved December 16, 2010, Resolution No. 19502 approved October 31, 2011, Resolution No. 19827 approved December 13, 2012, and Resolution No. 20166 approved December 19, 2013 (collectively referred to herein, "*Resolution No. 18976*"), authorizes, among other things, the issuance and delivery of one or more series of senior lien and/or junior lien revenue bonds in a maximum aggregate principal amount of \$570,700,000 for the purpose of refunding a portion of the Authority's outstanding variable rate bonds in order to reduce risks related to exposure to variable interest rates and reliance on third-party financial institutions to provide liquidity and/or credit support, and/or to achieve debt service savings and/or restructure debt service ("*Variable Rate Refunding Bonds*"), which such authorization expires on December 31, 2015.

Resolution No. 19886 approved by the Board on February 28, 2013 authorizes, among other things, the issuance of one or more series of Additional Senior Bonds for the purpose of advance refunding the 2006 Series A-1 Bonds and certain 2005 Series A Bonds of the Authority to achieve debt service savings, the remaining outstanding authorization of which is a maximum aggregate principal amount not to exceed \$403,890,000 (the "*Advance Refunding Bonds*").

The authorizations included in each of the 2014 New Money Bond Resolution, Resolution No. 18976 and Resolution No. 19886 (collectively, the "*Bond Resolutions*") authorize the Chair, on behalf of the Authority, to sell all or any portion of the bonds authorized by the Bond Resolutions to an underwriting group, represented by one or more senior managing underwriters, approved by the Board.

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**Resolution**

The Chair, on behalf of the Authority, is authorized to sell the next issuance of Authority bonds authorized by one or more of the Bond Resolutions to Morgan Stanley & Co. LLC and Wells Fargo Bank, N.A. as senior managing underwriters representing an underwriting group consisting of themselves and: co-senior managing underwriters Loop Capital Markets LLC and William Blair & Company, L.L.C.; and co-managing underwriters Cabrera Capital Markets, LLC, Mesirow Financial, Inc., PNC Capital Markets LLC, Raymond James & Associates, Inc., The Williams Capital Group, L.P., and U.S. Bancorp Investments, Inc.

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



Chair

## RESOLUTION NO. 20378

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Oracle Golden Gate Replication Software, Licensing, Support, and Maintenance through the Central Management Services ("CMS") master contract with Mythics, Inc. (Tollway Contract No. 14-0083). These goods and/or services are being obtained pursuant to JCAR Section 1.1040 of the Central Procurement Authority of the Chief Procurement Officer for General Services.

**Resolution**

Contract No. 14-0083 is approved in an amount not to exceed \$624,060.50; the Chair or the Executive Director is authorized to execute the necessary documents in connection therewith; 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. 20379

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Tripwire Software Maintenance and Support. Pursuant to the Tollway's Invitation for Bid No. 14-0045, the Tollway has determined that SHI International Corp. is the lowest responsible bidder for Tripwire Software Maintenance and Support for an upper limit of compensation not to exceed \$77,274.70.

**Resolution**

The bid from SHI International Corp. is accepted; Contract No. 14-0045 is approved in an amount not to exceed \$77,274.70; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.



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

Chair

## RESOLUTION NO. 20380

**Background**

The Illinois State Toll Highway Authority (the "Tollway") is interested in procuring Off-Site Storage Services. Pursuant to the Tollway's Invitation for Bid No. 13-0069, the Tollway has determined that GRM Information Management Services of Chicago, LLC is the lowest responsible bidder for Off-Site Storage Services for an upper limit of compensation not to exceed \$73,366.15.

**Resolution**

The bid from GRM Information Management Services of Chicago, LLC is accepted; Contract No. 13-0069 is approved in an amount not to exceed \$73,366.15; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.



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

Chair

## RESOLUTION NO. 20381

**Background**

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to immediately procure Salt Dome Repair at Maintenance Building 1 (M-01). This Emergency Contract provides an immediate source for the repair work to the salt dome structure which must be completed before October when the process of replenishing the rock salt supply will begin. Pursuant to Illinois Statute 30 ILCS 500/20-30 and JCAR Section 1.2030 of the Central Procurement Authority of the Chief Procurement Officer for General Services, it is necessary and in the best interest of the Tollway to immediately procure these goods and/or services by Emergency Contract No. 14-0089 in the amount of \$80,000.00 from P and G Crane & Engineering Company.

**Resolution**

The emergency procurement of Salt Dome Repair at Maintenance Building 1 (M-01) from P and G Crane & Engineering Company is accepted; Contract No. 14-0089 is approved in an amount not to exceed \$80,000.00; the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and execute the necessary documents in connection therewith; and the Chief of Finance is authorized to issue warrants in payment thereof.



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

Chair

## RESOLUTION NO. 20382

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-14-8120 for Data Room Infrastructure Upgrades at the Tollway Central Administration Building. The lowest responsible bidder on Contract No. RR-14-8120 is Broadway Electric, Inc. in the amount of \$776,000.00.

**Resolution**

Contract No. RR-14-8120 is awarded to Broadway Electric, Inc. in the amount of \$776,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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. 20383

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-9159R for Truck Scale Installation at Maintenance Facility M-2 (Hillside) on the Tri-State Tollway (I-294) at Milepost 29.8 (Cermak Road). The lowest responsible bidder on Contract No. RR-14-9159R is Broadway Electric, Inc. in the amount of \$487,000.00.

**Resolution**

Contract No. RR-14-9159R is awarded to Broadway Electric, Inc. in the amount of \$487,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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. 20384

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-14-4178 to establish the Orland Grassland South Addition Wetland Mitigation Site in the Forest Preserve District of Cook County, at 179th Street and 104th Avenue. The lowest responsible bidder on Contract No. I-14-4178 is Herlihy Mid-Continent Company in the amount of \$7,134,567.66.

**Resolution**

Contract No. I-14-4178 is awarded to Herlihy Mid-Continent Company in the amount of \$7,134,567.66, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



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

Chair

## RESOLUTION NO. 20385

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. RR-14-4184 for Maintenance Facility Building Construction at M-1 (Alsip) on the Tri-State Tollway (I-294) at Milepost 12.0 (Cicero Avenue). The lowest responsible bidder on Contract No. RR-14-4184 is F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$21,768,000.00.

**Resolution**

Contract No. RR-14-4184 is awarded to F.H. Paschen, S.N. Nielsen & Associates, LLC in the amount of \$21,768,000.00, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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. 20386

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-14-4185 for Genoa Road Interchange Reconstruction on the Jane Addams Memorial Tollway (I-90) from Milepost 24.7 to Milepost 26.0 (Genoa Road). The lowest responsible bidder on Contract No. I-14-4185 is William Charles Construction Company, LLC in the amount of \$10,719,908.22.

**Resolution**

Contract No. I-14-4185 is awarded to William Charles Construction Company, LLC in the amount of \$10,719,908.22, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

The 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. 20387

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4628 for Intelligent Transportation Systems (ITS) Installation and Toll Plaza Construction on Illinois Route 390 from Milepost 6.0 (Lake Street/US 20) to Milepost 12.75 (I-290) and Dynamic Message Signs at select locations on I-290 and I-355. The lowest responsible bidder on Contract No. I-13-4628 is Aldridge Electric, Inc. in the amount of \$21,873,743.29.

**Resolution**

Contract No. I-13-4628 is awarded to Aldridge Electric, Inc. in the amount of \$21,873,743.29, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



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

Chair

## RESOLUTION NO. 20388

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4631 for Advance Earthwork and Bridge Construction over Mittel Boulevard and Salt Creek on Illinois Route 390 from Milepost 14.2 (Salt Creek) to Milepost 14.5 (Mittel Boulevard). The lowest responsible bidder on Contract No. I-13-4631 is Lorig Construction Company in the amount of \$18,336,563.70.

**Resolution**

Contract No. I-13-4631 is awarded to Lorig Construction Company in the amount of \$18,336,563.70, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



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

Chair

## RESOLUTION NO. 20389

**Background**

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract No. I-13-4607 for New Interchange Construction on Illinois Route 390 from Milepost 12.0 to Milepost 12.9 (I-290 Interchange). The lowest responsible bidder on Contract No. I-13-4607 is Judlau Contracting, Inc. in the amount of \$63,973,529.45.

**Resolution**

Contract No. I-13-4607 is awarded to Judlau Contracting, Inc. in the amount of \$63,973,529.45, subject to all required approvals, the contractor satisfying applicable DBE, financial, and all other contract award requirements, and execution of all contract documents by the bidder and the Tollway.

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

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



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

Chair

## RESOLUTION NO. 20390

**Background**

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

AECOM Technical Services, Inc. has submitted a proposal to provide Supplemental Consulting Engineer Services for Contract No. RR-10-9973, increasing the contract upper limit by \$4,970,000.00 from \$36,890,971.33 to \$41,860,971.33. It is necessary and in the best interest of the Tollway to accept the proposal from AECOM Technical Services, Inc.

**Resolution**

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

Approved by:   
Chair

## RESOLUTION NO. 20391

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20006 approved on June 27, 2013, entered into Contract No. I-13-4124 with Plote Construction, Inc. for Widening and Reconstruction on the Westbound Jane Addams Memorial Tollway (I-90) from Milepost 45.8 (West of IL Route 47) to Milepost 49.7 (West of the Union Pacific Railroad). This Change Order / Extra Work Order is to provide for subgrade soil modification; and the work identified by the contractor is necessary and in the best interest of the Tollway.

**Resolution**

The Change Order / Extra Work Order in the amount of \$467,880.92 increasing the upper limit of compensation from \$31,714,933.90 to \$32,182,814.82 on Contract No. I-13-4124 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.

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



Chair

6/26/14

6.3/11

RESOLUTION NO. 20392

**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 Jane Addams Memorial Tollway (I-90) from Milepost 24.9 (Genoa Road) to Milepost 33.5 (Anthony Road). This Change Order / Extra Work Order is to provide for subgrade soil modification; and the work identified by the contractor is necessary and in the best interest of the Tollway.

**Resolution**

The Change Order / Extra Work Order in the amount of \$440,481.18 increasing the upper limit of compensation from \$51,889,590.33 to \$52,330,071.51 on Contract No. I-13-4133 is approved, and the Chief of Finance is authorized to issue and deliver warrants in payment thereof.



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

Chair

6/26/14

6.3/12

RESOLUTION NO. 20393

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 20032 approved on July 25, 2013, entered into Contract No. RR-13-5674 with Plote Construction Inc. for Shoulder Rehabilitation on the Jane Addams Memorial Tollway (I-90) from Milepost 54.2 (Elgin Plaza 9) 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. RR-13-5674 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



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

Chair

## RESOLUTION NO. 20394

**Background**

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 19965 approved on April 25, 2013, entered into Contract No. I-13-4113 with ASP PDM Bridge, LLC for Bridge Beam Fabrication and Delivery on the Jane Addams Memorial Tollway (I-90) from Milepost 17.7 (Mill Road) to Milepost 47.9 (Powers 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-13-4113 is approved and the Chief of Finance is authorized to issue a warrant in payment thereof.



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

Chair

RESOLUTION NO. 20395  
AMENDING RESOLUTION NO. 20368

**Background**

Resolution 20227 amending Resolution 19882 amending Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$160,000,000.00 for any and all land acquisition fees and costs needed for the Elgin O'Hare Western Access Project, Project No. I-11-4011. Resolution 20368 amended Resolution 20340 amended Resolution 20317 amended Resolution 20273 and Resolution 20191 and Resolution 20157 and Resolution 20130 and Resolution 20086 and Resolution 20048 and Resolution 20018 and Resolution 19986 identified parcels that may need to be acquired by condemnation. Resolution 20368 must be amended to identify and add additional parcels and to provide Land Acquisition the authority to acquire all needed parcels necessary for the Elgin O'Hare Western Access Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1<sup>st</sup> Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20368 identifies added parcels and satisfies this requirement.

**Resolution**

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$160,000,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs,

RESOLUTION NO. 20395  
AMENDING RESOLUTION NO. 20368

**Resolution – Continued**

Special Assistant Attorneys General, payment of preliminary just compensation, damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

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

The Executive Director, or the Chief of Staff and/or the Land Acquisition Manager, subject to form and constitutionality approval of the General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief of Finance is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$160,000,000.00.

6/26/14

6.3/14

RESOLUTION NO. 20395  
AMENDING RESOLUTION NO. 20368

**Resolution – Continued**

A handwritten signature in black ink, appearing to read "Paul Coff". The signature is written in a cursive style with a large, prominent "C" at the end.

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

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

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

**ELMHURST INTERCHANGE AND EOWA**

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

**Elmhurst Road Interchange**

**PREVIOUSLY IDENTIFIED**

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

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

**Elmhurst Road Interchange**

**PREVIOUSLY IDENTIFIED**

**PARCEL NUMBER**                      **COOK COUNTY PIN NUMBER/OR DESCRIPTION**

NW-7A-12-051	08-24-302-023
NW-7A-12-055	08-26-201-027
NW-7A-12-058	08-26-201-009
NW-7A-12-059	08-26-201-008
NW-7A-12-060	08-26-201-006 & 08-26-201-007
NW-7A-12-064	08-23-402-009
NW-7A-12-900	That part of Landmeier Road, as dedicated per the Plat of O'Hare International Center for Business located in the east half of the southeast quarter of section 25, township 41 north, range 11
NW-7A-12-005	08-25-102-011, 08-25-102-016 08-25-102-018, 08-25-103-005
NW-7A-12-033	08-26-201-031
NW-7A-12-025	08-26-200-016, 08-26-200-017, 08-26-201-023
NW-7A-12-032	08-26-201-015 & 08-26-201-025
NW-7A-12-071	COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, 1333.39 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 48 MINUTES 52 SECONDS EAST, ON SAID SOUTH LINE, 65.00 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS EAST, ON A LINE 65.00 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL WITH SAID WEST LINE, 24.96 FEET TO THE NORTH LINE OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 88 DEGREES 39 MINUTES 58 SECONDS WEST, ON SAID NORTH LINE, 65.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 53 MINUTES 43 SECONDS WEST, ON SAID WEST LINE, 25.13 FEET TO THE POINT OF BEGINNING

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

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

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

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

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

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

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-176	03-07-204-005 & 03-07-217-014	DuPage
EO-1B-12-177	03-07-204-006 & 03-07-217-015	DuPage
EO-1B-12-178	03-07-204-007 & 03-07-217-016	DuPage
EO-1B-12-179	03-07-204-008 & 03-07-217-017	DuPage
EO-1B-12-180	03-07-204-009 & 03-07-217-018	DuPage
EO-1B-12-181	03-07-217-019	DuPage
EO-1B-12-182	03-07-217-021 & 03-07-217-022	DuPage
EO-1B-12-903	That part of Clover Ridge Lane lying within Clover Ridge Subdivision of part of the southeast quarter of section 6, township 40 north, range 11	DuPage
EO-1A-12-026	03-06-101-015 & 03-06-201-005	DuPage
EO-1B-12-004	03-05-404-003	DuPage
EO-1B-12-005	03-05-404-002	DuPage
EO-1B-12-007	03-05-404-032	DuPage
EO-1B-12-008	03-05-405-030	DuPage
EO-1B-12-011	03-05-405-021	DuPage
EO-1B-12-012	03-05-405-027	DuPage
EO-1B-12-013	03-05-405-028 & 03-05-405-029	DuPage
EO-1B-12-075	03-05-309-001	DuPage
EO-1B-12-078	03-05-300-018	DuPage
EO-1B-12-081	03-05-400-002	DuPage
EO-1B-12-083	03-05-200-028	DuPage
EO-1B-12-084	03-05-400-003	DuPage
EO-1B-12-146	03-05-302-054	DuPage
EO-1B-12-155	03-05-302-073	DuPage

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-156	03-05-403-007, 03-05-403-008 & 03-05-302-072	DuPage
EO-1A-12-058	03-06-400-012, 03-06-400-011, 03-06-400-004	DuPage
EO-1A-12-061	03-06-300-005, 03-06-400-002	DuPage
EO-1B-12-079	03-05-101-017	DuPage
EO-1B-12-091	03-05-402-004	DuPage
EO-1B-12-014	03-04-302-010	DuPage
EO-1B-12-095	03-05-402-011	DuPage
EO-1B-12-152	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-153	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-154	03-05-313-001 thru 03-05-313-188, 03-05-301-063	DuPage
EO-1B-12-904	That part of Park Boulevard as shown on the plat of dedication for parts of a public street to be known as Park Boulevard, being part of sections 5 and 6 in township 40 north, range 11	DuPage
EO-1B-12-908	That part of Prospect Avenue as shown on the plat of Grant to the Village of Itasca, being part of the southwest quarter of section 4 and northwest quarter of section 9, township 40 north, range 11	DuPage
EO-1B-12-062	03-02-401-005	DuPage
EO-1B-12-063	03-02-401-006	DuPage
EO-1B-12-064	03-02-401-002 & 03-11-200-002	DuPage
EO-1B-12-066	03-11-200-006	DuPage
EO-1B-12-068	03-11-202-012 & 03-11-202-013	DuPage
EO-1B-12-069	03-11-202-046	DuPage

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

<b>Elgin O'Hare Western Access</b>		<b>PREVIOUSLY IDENTIFIED</b>
<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-070	03-11-202-043	DuPage
EO-1B-12-101	03-04-301-009	DuPage
EO-1B-12-102	03-04-101-022	DuPage
EO-1B-12-086	03-05-200-034, 03-05-200-035	DuPage
EO-1B-12-098	That part of lot 8 in Addison Township Supervisor's Assessment Plat No. 15, being part of the east half of Section 5 Township 40 north, Range 11	DuPage
EO-1B-12-183	03-05-404-004	DuPage
EO-1B-12-067	03-11-202-036	DuPage
EO-1B-12-085	03-05-200-030	DuPage
EO-1B-12-134	03-03-400-001	DuPage
EO-1B-12-135	03-02-400-029	DuPage
EO-1B-12-905	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-920	THAT PART OF LOT 3 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-921	THAT PART OF LOT 2 IN LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-025	03-04-406-027	DuPage
EO-1B-12-099	03-05-402-012, 03-04-300-004, 03-04-300-005	DuPage

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

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-912	THAT PART OF A.E.C. DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 4, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A RESUBDIVISION OF PART OF OUT-LOTS A AND B, IN FOREST CREEK UNIT 2, ALL ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1984 AS DOCUMENT NUMBER R1984-053434	DuPage
EO-1B-12-927	THAT PART OF ARLINGTON HEIGHTS ROAD AS SHOWN ON CHANCELLORY ASSESSMENT PLAT NO. 2 IN SECTION 5 AND THE EAST HALF OF SECTION 6, ALL TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R92-254005 ON DECEMBER 30, 1992, ALSO THAT PART OF ARLINGTON HEIGHTS ROAD AS DESCRIBED IN THE DEDICATION DEED RECORDED FEBRUARY 9, 1939 AS DOCUMENT R1939-396978	DuPage
WA-1D-12-041	12-19-400-159	Cook
WA-1D-12-103	12-19-400-121	Cook
EO-1B-12-024	03-04-402-021	DuPage
EO-1B-12-038	03-03-304-021	DuPage
EO-1B-12-105	03-04-301-002	DuPage
EO-1B-12-907	THAT PART OF PARKSIDE AVENUE AS SHOWN ON LUEHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11	DuPage
EO-1B-12-911	THAT PART OF MITTEL DRIVE AS DEDICATED AS PART OF FOREST CREEK UNIT 3, BEING A RESUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 9 AND PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 1983 AS DOCUMENT NUMBER R1983-090012	DuPage

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

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

<b>Parcel</b>	<b>PIN NUMBER/OR DESCRIPTION</b>	<b>County</b>
EO-1B-12-913	THAT PART OF CENTRAL AVENUE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R73-15596	DuPage
EO-1B-12-915	THAT PART OF SIVERT DRIVE AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage
EO-1B-12-917	THAT PART LIVELY BOULEVARD AS DEDICATED AS PART OF KLEFSTAD'S WOODDALE INDUSTRIAL PARK UNIT ONE, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WOODDALE, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1973 AS DOCUMENT NUMBER R1973-15596	DuPage
EO-1B-12-918	THAT PART DILLON DRIVE AS DEDICATED AS PART OF O'HARE - THORNDALE CENTER FOR BUSINESS, BEING A RESUBDIVISION IN CHARLES BOESCHE'S DIVISION IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION THEREOF RECORDED NOVEMBER 15, 1984 AS DOCUMENT NUMBER R1984-092708	DuPage
EO-1B-12-919	THAT PART EDGEWOOD AVENUE AS DEDICATED AS PART OF THORNDALE BUSINESS PARK IN WOOD DALE, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1984 AS DOCUMENT NUMBER R1984-004337	DuPage
TW-7-12-001	15-06-100-033	Cook
TW-7-12-002	15-06-100-011	Cook
TW-7-12-025	03-36-400-004, 03-36-400-005	DuPage
WA-1D-12-031	12-19-100-061	Cook
WA-1D-12-086	12-20-300-081, 12-20-300-082	Cook
WA-1D-12-104	12-19-400-104	Cook

**EXHIBIT "A"**

**Project RR-11-4011**  
**Elmhurst Road**  
**Elgin O'Hare Western Access**

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

<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
EO-1B-12-133	03-02-303-008, 03-02-303-010	DuPage
WA-1D-12-060	12-19-100-122	Cook
WA-1D-12-083	12-19-300-015	Cook
WA-1D-12-084	12-19-300-018	Cook
WA-1D-12-085	12-19-300-013	Cook
WA-3D-12-047	08-36-200-003, 08-36-200-004, 08-36-200-005, 08-36-200-006	Cook

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

<b><u>Parcel</u></b>	<b><u>PIN NUMBER/OR DESCRIPTION</u></b>	<b><u>County</u></b>
EO-1B-12-053	03-02-301-019	DuPage
EO-1B-12-056	03-02-301-017	DuPage
EO-1B-12-121	03-03-400-019	DuPage
EO-1B-12-123	03-03-400-028	DuPage

RESOLUTION NO. 20396  
AMENDING RESOLUTION NO. 20369

**Background**

Resolution 20019 amending Resolution 19985 amending Resolution 19881 amending Resolution 19584 authorized acquisition of needed parcels and expenditures up to \$18,400,000.00 for any and all land acquisition fees and costs needed for the Jane Addams Memorial Tollway (I-90), Project No. I-11-4007. Resolution 20369 amended Resolution 20318 amended Resolution 20274 and Resolution 20226 and Resolution 20192 and Resolution 20158 and Resolution 20087 and Resolution 19948 and Resolution 19904 identified parcels that may need to be acquired by condemnation. Resolution 20369 must be amended to identify and add additional parcels to provide Land Acquisition the authority to acquire all real estate interests necessary for the Jane Addams Memorial Tollway (I-90) Project; including fee title, permanent easements, temporary easements and access control relative to said Project. Pursuant to ISTHA v. DiBenedetto, 275 Ill. App 3d 400, 404 (1<sup>st</sup> Dist., 1995), the Tollway is required to reasonably describe the real property that may need to be acquired by eminent domain. This Resolution amending Resolution Number 20369 identifies added parcels and satisfies this requirement.

**Resolution**

Acquisition is authorized for any and all needed real property and interests in real estate and includes but is not limited to the Identified Parcels listed herein on Exhibit "A" ("Identified Parcels") which is attached hereto and incorporated herein by this reference. These acquisitions are necessary and convenient to secure all needed real property and the interests in real estate. The Tollway's Engineering Department by and through its Land Acquisition Manager, together with employees, vendors and agents are authorized to acquire all real estate interests and to spend sums up to an amount not to exceed \$18,400,000.00 to pay for any and all land acquisition fees and costs including, but not limited to, consideration, settlements, purchase price, fees, costs, closing costs, appraisers, negotiators, surveyors, close and make deposits to close in escrow, title work, title insurers, agents, owners, relocation expenses, relocation benefits, relocation costs, Special Assistant Attorneys General, payment of preliminary just compensation,

RESOLUTION NO. 20396  
AMENDING RESOLUTION NO. 20369

**Resolution – Continued**

damages and all such other experts retained for the purpose of acquiring all needed real property and interests in real estate, as well as final just compensation and to pay any and all such other acquisition costs, fees and expenses.

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

The Executive Director, or the Chief of Staff and/or the Land Acquisition Manager, subject to form and constitutionality approval of the General Counsel, state and federal law and then existing Land Acquisition policies and procedures are authorized to enter into and execute any real estate contract for the acquisition or conveyance of all needed real estate for the Project; the Land Acquisition unit is authorized to acquire and purchase property by and through escrow closings with its approved title insurance vendors; the Chief of Finance is authorized to issue warrants from time to time to pay for any and all land acquisition fees and costs including but not limited to purchase price, acquisition fees, costs, closing costs, appraisers, negotiators, surveyors, title insurers, deposit preliminary just compensation amounts, deposit sums to close in escrow, agents, relocation costs, Special Assistant Attorneys General and all such other experts retained for the purpose of acquiring all real estate needed for the project as well as the Identified Parcels and for the payment of preliminary just compensation as well as final just compensation to the owners of said Identified Parcels and to pay any and all such other acquisition costs and expenses, not to exceed the sum of \$18,400,000.00.

6/26/14

6.3/15

RESOLUTION NO. 20396  
AMENDING RESOLUTION NO. 20369

**Resolution – Continued**

A handwritten signature in black ink, appearing to read "Paul Cozz". The signature is written in a cursive style with a large, prominent initial "P".

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

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

**PROJECT: RR-11-4007- IDENTIFICATION OF PARCELS**

**JANE ADDAMS MEMORIAL TOLLWAY (I-90)**

**EXHIBIT "A"**  
**Project RR-11-4007**  
**I-90**

**I-90 PREVIOUSLY IDENTIFIED**

<b>PARCEL NUMBER</b>	<b>PIN NUMBER</b>	<b>COUNTY</b>
NW-3B-12-001	08-06-200-015 08-06-200-013 08-06-200-004 08-06-200-014 08-06-200-011	Boone
NW-3B-12-002	08-06-200-016	Boone
NW-3B-12-003	08-05-100-004 08-05-200-002 08-05-100-002 08-05-100-003 08-05-100-001	Boone
NW-3B-12-004	08-04-300-003 08-04-400-004 08-04-400-003 08-04-100-014 08-04-400-002 08-04-100-007	Boone
NW-3C-12-001	08-11-300-016	Boone
NW-3C-12-002	08-13-100-001	Boone
NW-3C-12-003	16-18-100-001	McHenry
NW-3C-12-004	16-17-300-001 16-17-100-002 16-18-400-006	McHenry
NW-3C-12-005	16-17-400-002 16-17-400-008	McHenry
NW-3C-12-006	16-21-100-011	McHenry

**EXHIBIT "A"**  
**Project RR-11-4007**  
**I-90**

**I-90 PREVIOUSLY  
IDENTIFIED**

PARCEL NUMBER	PIN NUMBER	COUNTY
NW-4A-12-001	16-36-200-006 17-31-100-004 16-36-400-001 17-31-300-001	McHenry
NW-4A-12-002	16-22-300-002	McHenry
NW-4A-12-003	16-26-200-006	McHenry
NW-4A-12-004	16-26-200-007	McHenry
NW-4A-12-005	16-25-300-001	McHenry
NW-4A-12-008	17-31-400-001	McHenry
NW-4B-12-001	01-12-200-005	Kane
NW-4B-12-002	01-03-426-001	Kane
NW-4C-12-003	02-16-400-007 02-15-300-005 02-21-200-003 02-22-100-010	Kane
NW-4D-12-001	03-32-200-020	Kane
NW-4C-12-001	02-25-100-008 02-25-200-001	Kane
NW-6A-12-005	06-01-403-003 06-01-403-005 06-01-376-022	Kane
NW-6A-12-006	06-01-200-002	Kane
NW-6A-12-008	03-34-423-027	Kane

**EXHIBIT "A"**  
**Project RR-11-4007**

**I-90**

PARCEL NUMBER	PIN NUMBER	COUNTY
	08-07-403-021	
NW-6C-13-005	08-07-402-007	Cook
NW-7A-13-004	08-22-101-010	Cook
NW-7A-13-007	08-22-401-019	Cook
NW-7A-13-008	08-26-101-003	Cook
NW-7A-13-010	08-26-204-012	Cook
	09-32-204-006	
	09-32-204-007	
	09-32-204-017	
NW-7B-13-002	09-32-204-018	
	09-32-204-019	
	09-32-204-020	
	09-32-204-008	
	09-32-204-026	Cook
	08-06-300-002	
NW-3B-13-001	08-06-400-001	
	07-01-400-004	
	07-12-200-002	Boone
NW-4D-12-002	none - PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY	Kane
NW-4D-12-003	That part of Airport Road - PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 8	Kane
NW-6B-13-001	01-34-302-002, 01-34-302-003, 06-02-100-008, 06-02-200-015	Cook

**EXHIBIT "A"**  
**Project RR-11-4007**  
**I-90**

**I-90 PREVIOUSLY IDENTIFIED**

<u>PARCEL NUMBER</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6B-13-002	01-34-400-005, 01-34-400-007, 06-02-200-014	Cook
NW-6B-13-008	THAT PART OF THE EAST HALF OF FRACTIONAL SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EXCEPT THE EAST 1 CHAIN AND 82 LINKS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83	Cook
NW-6B-13-010	THAT PART OF CENTRAL ROAD – THAT PART OF THE FRACTIONAL WEST HALF OF THE WEST HALF OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 10	Cook
NW-6B-13-012	07-04-201-007, 07-04-201-008, 07-04-201-009, 07-04-201-010, 07-04-201-011, 07-04-201-012	Cook
NW-6B-13-013	07-03-101-016	Cook
NW-6C-13-006	07-10-101-025	Cook
NW-6C-13-007	07-03-101-017	Cook
NW-6C-13-009	07-10-200-009, 07-03-200-010, 07-03-200-013, 07-03-200-015, 07-03-200-018	Cook
NW-6C-13-011	07-10-101-040, 07-10-101-041	Cook
NW-6C-13-016	07-01-100-003, 07-02-201-008, 07-11-201-015, 07-11-201-016, 07-02-201-009, 07-12-100-008, 07-12-100-010, 02-34-300-067, 02-34-300-068, 02-34-400-009, 02-34-400-015	Cook
NW-6C-13-020	07-12-202-007	Cook

**EXHIBIT "A"**  
**Project RR-11-4007**  
**I-90**

**I-90 PREVIOUSLY  
IDENTIFIED**

<u>PARCEL NUMBER</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6B-13-004	THAT PART OF THE WEST HALF OF THE EAST HALF OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6B-13-005	THAT PART OF THE EAST HALF OF THE EAST HALF OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6B-13-006	THAT PART OF THE SOUTH 50 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6B-13-009	THAT PART OF FRACTIONAL SECTIONS 5 AND 6, TOWNSHIP 41 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, LYING NORTH OF THE NORTH LINE OF THE ILLINOIS TOLLWAY AS OBTAINED BY THE ILLINOIS TOLL HIGHWAY AUTHORITY IN CASE 56S 11540, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-6C-13-008	07-03-101-022	Cook
NW-6C-13-010	07-11-101-005	Cook
NW-6C-13-012	07-10-101-023	Cook

**EXHIBIT "A"**  
**Project RR-11-4007**  
**I-90**

**I-90 PREVIOUSLY IDENTIFIED**

<u>PARCEL</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6C-13-015	07-11-100-003, 07-11-101-003	Cook
NW-6C-13-017	07-12-101-029 & that part of Meacham Road lying south of Thoreau Drive and north of I-90 Tollway	Cook
NW-6C-13-021	THAT PART OF WOODLAND DRIVE PER DOCUMENT NO. 0620145039 RECORDED JULY 20, 2006, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2007 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, THE COMBINED FACTOR FOR CONVERTING FROM GRID TO GROUND IS 1.00004750	Cook
NW-4C-12-002	02-23-300-001, 02-26-100-007	Kane
NW-6A-13-001	06-06-100-010, 06-06-115-019	Cook
NW-6B-13-015	06-01-200-011	Cook
NW-6B-13-016	06-01-200-020	Cook
NW-6B-13-018	07-06-100-004, 07-06-200-007	Cook

**EXHIBIT "A"**  
**Project RR-11-4007**  
**I-90**

**I-90 ADDED IDENTIFIED PARCELS**

<u>PARCEL</u>	<u>PIN NUMBER</u>	<u>COUNTY</u>
NW-6B-13-014	07-10-200-004, 07-03-100-004, 07-04-201-011	Cook
NW-6B-13-019	01-35-400-022, 01-35-401-018	Cook
NW-6B-13-020	<p>THAT PART OF THE SOUTHWEST QUARTER OF  THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP  42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL  MERIDIAN, DESCRIBED AS FOLLOWS:  BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT  B IN THE RESUBDIVISION OF THE MIDLANDS AT SOUTH  BARRINGTON ACCORDING TO THE PLAT THEREOF  RECORDED MARCH 6th, 1998 AS DOCUMENT NO. 98183032;  THENCE NORTH 00 DEGREES 07 MINUTES 07 SECONDS WEST  ALONG THE EASTERLY LINE OF SAID OUTLOT B, A DISTANCE OF  380.88 FEET; THENCE NORTH 51 DEGREES 11 MINUTES 23 SECONDS  EAST ALONG THE EASTERLY LINE OF SAID OUTLOT B, A DISTANCE  OF 282.99 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 27  SECONDS EAST ALONG THE EASTERLY LINE OF SAID OUTLOT B, A  DISTANCE OF 12.88 FEET TO THE WESTERLY LINE OF ILLINOIS  STATE TOLL HIGHWAY AUTHORITY PARCEL N-6-75A PER  JUDGEMENT ORDER DATED SEPTEMBER 20th, 1974 IN CASE NO. 74L-  11639; THENCE SOUTH 51 DEGREES 08 MINUTES 57 SECONDS WEST  ALONG SAID WESTERLY LINE, 283.14 FEET; THENCE SOUTH 00  DEGREES 09 MINUTES 33 SECONDS EAST ALONG SAID WESTERLY  LINE, A DISTANCE OF 380.64 FEET TO A POINT ON A LINE 50 FEET  NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID  SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 53 MINUTES 02  SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 13.16  FEET TO THE POINT OF BEGINNING</p>	Cook
NW-6C-13-014	02-33-202-002, 02-33-202-003, 02-33-301-001 02-33-302-001, 02-33-302-003, 02-33-400-002 02-33-400-003, 02-33-401-026, 02-33-401-027 02-33-401-003, 02-33-401-024, 02-33-401-025 02-33-102-001, 07-02-100-009, 07-03-201-003 07-03-201-004, 07-11-100-007	Cook
NW-6C-13-022	07-03-200-020, 07-03-201-004, 07-03-201-005 07-10-201-005, 02-33-302-001, 02-33-302-003 02-33-400-002	Cook
NW-6C-13-023	07-02-100-008, 07-03-201-004, 07-03-201-005 07-10-201-005, 07-11-100-006	Cook
NW-6C-13-024	07-10-201-003	Cook

RESOLUTION NO. 20397

**Background**

It is in the best interest of the Illinois Tollway (“Tollway”) to enter into an intergovernmental agreement with the Illinois Department of Commerce and Economic Opportunity (“DCEO”) through which DCEO will grant up to \$248,000 to the Tollway to fund the installation of a 200 kW solar photovoltaic system at the M-1 maintenance facility in Alsip.

**Resolution**

The General Counsel and the Chief Engineer are hereby authorized to enter into an Intergovernmental Agreement with the DCEO in substantially the form of the Intergovernmental Agreement attached to this Resolution and the Chairman or the Executive Director is hereby authorized and directed to execute the Agreement.

Approved by:   
Chair

**(PDF AGREEMENT TO BE INSERTED HERE)**

**Christi – I will insert this after I receive final resolutions. (Can't attach pdf to word document). Cindy**

## RESOLUTION NO. 20398

**Background**

It is in the best interest of the Illinois Tollway (“Tollway”) to enter into an intergovernmental agreement with the Itasca School District 10 (“District”). As part of the improvements to the Elgin O’Hare Expressway, Park Boulevard from Clover Ridge Lane to west of Willow Street will be closed within the District from approximately September 2 to November 14, 2014, for a total of fifty-three (53) school days. The District’s existing bus service cannot provide service to students located along Clover Ridge Lane from Clover Ridge Court to Park Boulevard during the Park Boulevard road closure. The District requests that the Tollway assist the District in the addition of a temporary school bus route, utilizing a smaller school bus as well as maintaining the regular bus services for the District’s students whose residences will be impacted by the construction detours. The estimated cost to the Tollway for the added bus service for the District is \$16,390.

**Resolution**

The General Counsel and the Chief of Engineering are hereby authorized to enter into an Intergovernmental Agreement with the Itasca School District 10 in substantially the form of the Intergovernmental Agreement attached to this Resolution, the Chairman or the Executive Director is hereby authorized and directed to execute the Agreement, and the Chief of Finance is authorized to issue warrants in payment thereof.



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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE ITASCA SCHOOL DISTRICT 10**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE ITASCA SCHOOL DISTRICT 10, a school district created for the Village of Itasca, a municipal corporation of the State of Illinois, hereinafter called the "DISTRICT", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Elgin O'Hare Expressway, extending the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known in its entirety as Illinois Route 390, and constructing the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contract(s). The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, certain construction contracts occur within the DISTRICT's school boundaries, this AGREEMENT includes the scope of improvements for ILLINOIS TOLLWAY Contract I-13-4606, westbound I-290 to the Elgin O'Hare Expressway (Illinois Route 390); and

WHEREAS, the scope of work for ILLINOIS TOLLWAY Contract I-13-4606, westbound I-290 to the Elgin O'Hare Expressway, includes reconstructing a portion of the existing I-290 interchange at Thorndale Avenue. New directional ramps will be constructed from westbound I-290 to the proposed Elgin O'Hare Toll Highway including a new flyover ramp bridge structure carrying westbound I-290 to the westbound Elgin O'Hare Expressway, and a new directional ramp from westbound I-290 to the proposed eastbound Elgin O'Hare Toll Highway. The existing westbound I-290 to Thorndale Avenue ramp will be removed. The project includes the relocation of Park Boulevard from Clover Ridge Lane to west of Willow Street requiring the roadway to be closed during construction. The contract also includes drainage improvements, and the installation of retaining walls, noise walls, pavement markings, signing and roadway lighting, and all other work necessary to complete the project in accordance with the approved plans and specifications (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT requires the closure of Park Boulevard from Clover Ridge Lane to west of Willow Street from approximately September 2, 2014 to November 14, 2014, for a total of fifty-three (53) school days; and

WHEREAS, the DISTRICT's existing bus service for the Benson Primary School (Kindergarten), Benson Primary school (Grades 1 and 2), Franzen Intermediate School (Grades 3 to 5), and Peacock Middle School (Grades 6 to 8) within the PROJECT area cannot provide

service to students located along Clover Ridge Lane from Clover Ridge Court to Park Boulevard during the Park Boulevard road closure; and

WHEREAS, the DISTRICT requests that the ILLINOIS TOLLWAY assist the DISTRICT in the addition of a new dedicated school bus route, utilizing a smaller school bus as well as maintaining the regular bus services for the DISTRICT's students whose residences will be impacted by the Park Boulevard detour; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the DISTRICT's request to fund the cost of a dedicated smaller school bus to service the students along Clover Ridge Lane from Clover Ridge Court to Park Boulevard, where the road closure begins; and

WHEREAS, the ILLINOIS TOLLWAY and the DISTRICT by this instrument, desire to determine and establish their respective responsibilities toward funding of the additional school bus route as proposed; and

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

WHEREAS, the DISTRICT by virtue of its powers as set forth in the Illinois Compiled Statutes (105 ILCS 5/) School Code *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.

## **II. RIGHT OF WAY**

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

## **III. 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.

#### **IV. FINANCIAL**

- A. It is mutually agreed by the PARTIES hereto that the estimated cost to the ILLINOIS TOLLWAY for bus service for the DISTRICT is based upon a daily rate of \$309.24, which includes mid-day kindergarten service for 53 school days for an estimated cost of \$16,390.
- B. It is further agreed that notwithstanding the estimated cost, the ILLINOIS TOLLWAY shall be responsible for the actual costs associated with the requested bus service as described in the Recital section of this AGREEMENT.
- C. The ILLINOIS TOLLWAY agrees that upon execution of this AGREEMENT and receipt of an itemized invoice from the DISTRICT, the ILLINOIS TOLLWAY will pay to the DISTRICT, an amount equal to 80% of its obligation incurred under this AGREEMENT, based upon actual established prices, and will pay to said DISTRICT the remainder of its obligation in a lump sum, upon completion of the PROJECT, and receipt of an itemized invoice, based on final costs.

#### **V. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the Itasca School District 10 and the Illinois State Toll Highway Authority.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by either the DISTRICT or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. The DISTRICT 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 utilization of the ILLINOIS TOLLWAY funded bus service or maintenance said bus.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- F. In the event of a dispute between the DISTRICT and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the DISTRICT's Superintendent shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- 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. Under penalties of perjury, the DISTRICT certifies that its correct Federal Tax Identification number is \_\_\_\_\_ and it is doing business as a governmental entity, whose mailing address is Itasca School District 10, Administrative Center, 200 N. Maple Street. Itasca, Illinois 60143.
- I. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. 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.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- L. The failure by the ILLINOIS TOLLWAY or the DISTRICT 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 DISTRICT unless such provision is waived in writing.
- M. 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.
- N. 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 ILLINOIS TOLLWAY:

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

To the DISTRICT:

The Itasca School District 10  
Administration Center

200 N. Maple Street  
Itasca, Illinois 60143  
Attn: Superintendent

- O. The DISTRICT certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.
  
- P. The DISTRICT agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the DISTRICT under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The DISTRICT further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
  
- Q. 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 ITASCA SCHOOL DISTRICT 10**

By: \_\_\_\_\_  
Marcia Tornatore, Superintendent

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

\_\_\_\_\_

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

Date:

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Kristi Lafleur, Executive Director

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

Approved as to Form and Constitutionality

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

JMR\_IGA\_Itasca School District 10\_EOWA\_Revised 060314

RESOLUTION NO. 20399

**Background**

The Tollway is interested in entering into an Intergovernmental Agreement with the County of Kane. The Tollway intends to improve the Jane Addams Memorial Tollway (I-90), which will include the reconstruction of the Tyrrell Road/Highway Route 59 bridge and roadway where it crosses the Jane Addams Memorial Tollway (I-90). The impacted roadway is under the jurisdiction of Kane County. The Tollway agrees to pay all of the project related costs. However, going forward, the County has agreed to assume full maintenance responsibility for the bridge deck.

**Resolution**

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



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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE COUNTY OF KANE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_AD, 2014, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", and THE COUNTY OF KANE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY". The ILLINOIS TOLLWAY and the COUNTY are sometimes referred to as a "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Jane Addams Memorial Tollway (I-90) from the John F. Kennedy Expressway to Interstate Route 39 (hereinafter sometimes referred to as "Toll Highway"), as set forth in multiple ILLINOIS TOLLWAY construction contract(s) including but not limited to Contract I-14-4179 (hereinafter referred to as the "PROJECT") by making as a part thereof the following improvements:

Bridge and roadway reconstruction providing a new bridge structure and superstructure carrying Tyrrell Road, COUNTY Highway Route 59 under the jurisdiction of the COUNTY over I-90, the bridge will be widened by 9'-0" for a total structure width of 43'-4". Remove and replace the approach pavements as shown on the approved plans, signing, pavement marking, construction of a drainage system, guardrail installation and landscaping, underpass lighting, installation of two (2) 6" coiled nonmetallic conduits to be placed underneath the pavement of I-90 in the vicinity of the bridge structure, and two (2) hand holes to be placed outside of ILLINOIS TOLLWAY right of way, for access to the conduit; and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, subsequent to this AGREEMENT, the COUNTY agrees to obtain from the ILLINOIS TOLLWAY an approved permit for the conduit located on ILLINOIS TOLLWAY property, and to abide by all conditions set forth therein except that all ILLINOIS TOLLWAY engineering review fees, annual occupancy fees, bonding requirements or any other fees for said conduit will be waived both now and in the future; and

WHEREAS, the ILLINOIS TOLLWAY and the COUNTY 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.* and the Illinois Highway Code 605 ILCS 5/5-101 *et seq.* is authorized to enter into this AGREEMENT; and

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

WHEREAS, an 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 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.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the COUNTY by the ILLINOIS TOLLWAY.
- C. The COUNTY shall review the plans and specifications which impact highways under the jurisdiction of the COUNTY within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans, including alignment and location of the PROJECT improvements which impact highways under the jurisdiction of the COUNTY. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required for the PROJECT, are secured by the PARTIES in support of general project schedules and deadlines. All PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.
- F. The COUNTY shall grant and consent to any and all permits, rights of access (ingress and egress), and temporary use of its property and right of way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access or temporary use shall not be unreasonably withheld by the COUNTY.

## **II. RIGHT OF WAY**

- A. The acquisition or transfer of permanent right of way interests is not required from the COUNTY for the construction of the PROJECT pursuant to the approved plans and specifications. Therefore, it is understood by the PARTIES that there will be no exchange of any interest in the COUNTY's right of way or of the ILLINOIS TOLLWAY's right of way.
- B. In the event, the ILLINOIS TOLLWAY identifies areas of the COUNTY's right of way temporarily needed for the ILLINOIS TOLLWAY to enter, access and use for the ILLINOIS TOLLWAY and/or its contractor(s) to construct the PROJECT, the COUNTY shall allow, without charge, the ILLINOIS TOLLWAY and its contractors to utilize said right of way. In addition, the COUNTY shall waive any surety bonding requirement in lieu of enforcement of ILLINOIS TOLLWAY bonding requirement(s). The ILLINOIS TOLLWAY agrees upon completion of the PROJECT, that those areas of the COUNTY's right of way used for the PROJECT shall be restored to an "as good as – or – better" than pre-construction condition at the ILLINOIS TOLLWAY's expense.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide the COUNTY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing COUNTY rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all utility permits for PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of COUNTY jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the COUNTY.
- D. At all locations where utilities are located on COUNTY rights of way and which must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the COUNTY agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY agrees to reimburse and/or credit the COUNTY for any and all out of pocket costs the COUNTY may incur in causing the aforementioned utility or utilities to be adjusted.

### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

- B. After award of the construction contract(s), any ILLINOIS TOLLWAY proposed deviations from the plans and specifications that affect the COUNTY shall be submitted to the COUNTY for approval prior to commencing such work. The COUNTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the COUNTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the COUNTY within fifteen (15) calendar days after delivery to the COUNTY of the proposed deviation, the proposed deviation shall be deemed approved by the COUNTY.
- C. After award of the construction contract(s) for the PROJECT and assuming there are no proposed deviations from the plans and specifications that affect the COUNTY, the ILLINOIS TOLLWAY shall provide no less than five (5) calendar days' written notice to the COUNTY prior to commencement of work on the PROJECT.
- D. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects any part of the COUNTY's highway jurisdiction. The COUNTY shall assign personnel to perform inspections on behalf of the COUNTY of all work included in the PROJECT that affects the COUNTY's highway jurisdiction, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the COUNTY upon completion of 70% and 100% of all PROJECT construction contracts for PROJECT improvements to be subsequently maintained by the COUNTY, and the COUNTY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the COUNTY does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the COUNTY. At the request of the COUNTY, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY'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 by the ILLINOIS TOLLWAY and the COUNTY upon completion of the corrective work thereof. The COUNTY 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 ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, issued March 2013, or the applicable version of the ILLINOIS TOLLWAY Standard or Supplemental Specifications.

- H. The ILLINOIS TOLLWAY shall require its contractors working in or near the highway right of way of the COUNTY to indemnify the County of Kane (COUNTY) in accordance and in compliance with the indemnification provisions as contained in Section 107.26 of the ILLINOIS TOLLWAY's Supplemental Specifications for Road and Bridge Construction issued January 2012 or under the same provision in the applicable version thereof subsequently in effect. The ILLINOIS TOLLWAY shall further require its contractors to cause the County of Kane (COUNTY) to be named as additional insured to the insurance policies *and* according to the coverage's as set forth and required pursuant to Section 107.27 of the ILLINOIS TOLLWAY's Supplemental Specifications for Road and Bridge Construction issued January 2012 or under the same provision in the applicable version thereof subsequently in effect. Certificates of insurance evidencing said insurance coverage(s) shall be tendered to the COUNTY prior to commence of work on the PROJECT.

## **V. FINANCIAL**

- A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs.
- B. Either the COUNTY or the ILLINOIS TOLLWAY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

## **VI. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means the COUNTY.
- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY.
- C. The term Toll Highway refers to any highway under the jurisdiction of the ILLINOIS TOLLWAY.
- D. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the

full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:

1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
  2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
  3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
  4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
  5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- E. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- F. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- G. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

- H. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- I. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- J. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- K. These are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
  - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.
  - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.
  - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

**VII. MAINTENANCE - RESPONSIBILITIES**

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain jurisdiction and maintenance responsibilities for I-90 in its entirety and the COUNTY shall retain jurisdiction and maintenance responsibilities for Tyrrell Road including the newly installed conduit and hand holes in its entirety.
- B. The bridge improvements being constructed under this AGREEMENT are of the following types as described in Section VI, Paragraph J above and involve the following roadway(s):

Type of Bridge Structure	Affected Roadway
Type 2	Tyrrell Road

- C. Type 2 - COUNTY Roadway over ILLINOIS TOLLWAY Right of Way
  - 1. The COUNTY has all maintenance responsibility as to the following:
    - a. All COUNTY right of way and COUNTY highway roadway approaches to the grade separation structure, including but not limited to pavement, curb and gutter,

shoulders, sidewalks, guardrail, approach slabs, and approach embankments outside access control fences.

- b. The following portions of the grade elevation structure:
  - i. The wearing surface;
  - ii. The deck, below the wearing surface and above the structural beams including expansion joints, parapet walls, railings, etc.;
  - iii. Drainage facilities above structural beams and girders;
  - iv. All lighting except underpass;
  - v. All COUNTY signals and signs;
  - vi. To the extent not addressed in other intergovernmental agreements to which the COUNTY is a PARTY, any facilities designed for traffic other than motor vehicles, such as bicycle or pedestrian paths or lanes;
  - vii. All drainage facilities carrying exclusively COUNTY drainage.
2. The ILLINOIS TOLLWAY has all maintenance responsibility for all portions thereof not maintained by the COUNTY as set forth herein, including but not limited to the following:
  - a. All parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments and piers;
  - b. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
  - c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
  - d. All remaining drainage facilities installed for the purpose of carrying exclusively Toll Highway drainage;
  - e. All underpass lighting;
  - f. All future utility location services associated with the two (2) 6" coiled nonmetallic conduits to be placed underneath the pavement of I-90 just west of the bridge, and the two (2) associated hand holes for access to the conduit.
3. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and comment on the following:
  - a. Any and all signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right of way;

- b. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with 92 Illinois Administration Code 554, Subchapter f, Subpart F, Section 554.605 (Superload Moves).
- D. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

## **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. It is understood and agreed by the PARTIES that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES regarding maintenance of COUNTY highways and Toll Highway facilities within the limits of this PROJECT.
- B. During construction, the COUNTY shall continue to maintain all portions of the PROJECT within the COUNTY's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- D. The COUNTY and the ILLINOIS TOLLWAY agree that any snow and ice removal from the roadways under their respective jurisdictions shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.
- E. Nothing herein is intended to prevent or preclude the COUNTY and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed that this is an AGREEMENT between the County of Kane and the Illinois State Toll Highway Authority.
- B. It is understood and agreed by the PARTIES, that the ILLINOIS TOLLWAY shall have jurisdiction of I-90. The COUNTY shall retain jurisdiction of Tyrrell Road traversed or affected by I-90 except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter

hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

- D. Wherever in this AGREEMENT approval or review by either the COUNTY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- E. Not later than fourteen (14) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- F. In the event of a dispute between COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the Director of Transportation/County Engineer of COUNTY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.
- G. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the COUNTY's requested installation of two (2) 6" CNC conduits to be placed underneath the pavement of I-90 in the vicinity of the bridge, and the construction of two (2) hand holes for access to the conduit work, or a dispute concerning the plans and specifications for the COUNTY's requested work, the Chief Engineer of the ILLINOIS TOLLWAY and the COUNTY's Director of Transportation/County Engineer shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the COUNTY's requested work, the decision of the Director of Transportation/County Engineer shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. 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. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- J. 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.
- K. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.

- L. The failure by the ILLINOIS TOLLWAY or the COUNTY 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 COUNTY unless such provision is waived in writing.
- M. 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.
- N. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

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

To the COUNTY:                         Kane County Division of Transportation  
   41W011 Burlington Road  
   St. Charles, Illinois 60175  
   Attn: Director of Transportation/County  
   Engineer

- O. 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.

**COUNTY OF KANE**

By: \_\_\_\_\_  
       Christopher J. Lauzen, Chairman  
       Kane County Board

Attest: \_\_\_\_\_  
           John A. Cunningham, Clerk  
           Kane County Board

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
       Kristi Lafleur, Executive Director

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

Approved as to Form and Constitutionality

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

JMR\_IGA\_Kane Co.\_I-90 @ Tyrrell Rd.\_revised 040914

## RESOLUTION NO. 20400

**Background**

The Tollway is proceeding with its Move Illinois capital program, which includes improvements to the Jane Addams Memorial Tollway (I-90) and the construction of the Elgin O'Hare Western Access. The Tollway is interested in entering into a general utility relocation agreement with Shell Oil which is principally intended to address the relocation of Shell Oil's existing petroleum pipeline located near I-90 and Elmhurst Road. The agreement defines the duties, responsibilities and procedures that will be followed with respect to the relocation of Shell Oil's pipelines at the identified location and, to the extent applicable, other pipeline locations.

**Resolution**

The General Counsel and the Chief of Engineering are hereby authorized to enter into an agreement with Shell Oil in substantially the form of the agreement attached to this Resolution and the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.



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

**AGREEMENT BETWEEN**  
**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**  
**AND**  
**EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US**

This UTILITY AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_AD, 2014, (the "Effective Date") 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 EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US., a private Delaware Corporation hereinafter called the "UTILITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, as part of its capital program, the ILLINOIS TOLLWAY is reconstructing the Elmhurst Road bridge and interchange at the Jane Addams Memorial Tollway (I-90) which is included in Tollway contract I-13-4618: and

WHEREAS, the UTILITY owns, operates and maintains two petroleum distribution pipelines, (hereinafter referred to as the FACILITIES, in or about the area to be traversed by the PROJECT(S), or future improvements, and has interests in lands and rights of way therein, where portions of which may or will interfere with construction, operation or maintenance of the toll highway, and it is necessary that the portions of said FACILITIES which interfere be modified, adjusted, relocated, removed, replaced or protected to avoid conflict with the PROJECT(S); and

WHEREAS, the ILLINOIS TOLLWAY and the UTILITY desire to cooperate in the modification, adjustment, relocation, removal, replacement or protection of the FACILITIES and construction of the PROJECT(S), or future improvements so that the UTILITY may render continuous service to the public through the use of its FACILITIES without interruption of such service, and so construction and maintenance of the PROJECT(S) or future improvements may proceed as expeditiously as possible; and

WHEREAS, the ILLINOIS TOLLWAY and the UTILITY by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY Agreement # 002014-03 desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT(S), or future improvements 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, Section 11 of the Toll Highway Act, requires among other things, that the ILLINOIS TOLLWAY ascertain and pay all necessary relocation and removal costs of the UTILITY whose FACILITIES are so ordered removed or relocated, except FACILITIES installed under a prior permit granted by the ILLINOIS TOLLWAY, which may not be reimbursable but shall be modified, adjusted, relocated, removed, replaced or protected in accordance with the provisions of this AGREEMENT and ultimately in accordance with the ILLINOIS TOLLWAY's Utility Accommodation Policy currently in force and incorporated by reference; and

WHEREAS, this AGREEMENT does not revise, alter, or modify the terms, provisions, or conditions of any and all prior agreements between the ILLINOIS TOLLWAY and the UTILITY relating to the installation, modification, adjustment, relocation, removal, replacement, protection or maintenance facilities installed under a permit granted by the ILLINOIS TOLLWAY;

WHEREAS, it is appropriate and in the best interest of the PARTIES that they agree upon the manner in which the necessary FACILITIES to be modified, adjusted, relocated, removed, replaced or protected shall be done, the costs incurred and credits due, the method and manner of ascertain those costs and credits, and of making payment thereof, and the procedures for providing necessary rights of way for the FACILITIES which must be modified, adjusted, relocated, removed, replaced or protected to accommodate the PROJECT(S) or future improvement(s).

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

**I. NOTICE FOR UTILITY REMOVAL / RELOCATION AND DESIGN**

- A. The ILLINOIS TOLLWAY will provide a written "Notice of Utility Interference" (NOI) (similar in form to Exhibit "A") to the UTILITY whenever, in the opinion of the ILLINOIS TOLLWAY, any modification, adjustment, relocation, or removal and replacement of FACILITIES appears necessary. Each notification shall designate a "Utility Job Number" assigned by the ILLINOIS TOLLWAY and information concerning the location of the FACILITIES that are in conflict with the PROJECT.
- B. The UTILITY shall, upon receipt of the written Notification of Interference, cooperate with the ILLINOIS TOLLWAY and the ILLINOIS TOLLWAY's design engineers to identify needs, exchange information, and assess progress during the UTILITY's preparation of utility relocation plans.
- C. The PARTIES agree to make all reasonable efforts to minimize the number of utility adjustments included as part of the PROJECT(S).
- D. Upon receipt of such supplementary information as may be reasonably required by the UTILITY, the UTILITY shall prepare a detailed plan and cost estimate to modify, adjust, relocate, remove, replace or protect its FACILITIES. The ILLINOIS TOLLWAY shall reimburse the UTILITY for its actual engineering design costs incurred on the Order for Utility Work in the event the ILLINOIS TOLLWAY declines to proceed with the

PROJECT. The UTILITY shall prepare and submit an “Order for Utility Work” in a form similar to “Exhibit B”, attached

- E. The ILLINOIS TOLLWAY agrees to provide the UTILITY, with plans, specifications, survey data, drainage plans, soil boring information, property to be acquired and other supplementary information relating to the PROJECT(S) as soon as available in order to facilitate the design of the UTILITY’s FACILITIES which require modification, adjustment, relocation, removal, replacement or protection as part of the PROJECT(S).
- F. The “Order for Utility Work” form shall be prepared for each FACILITY or group of FACILITIES designated by a Utility Job Number.
- G. The following information and documentation shall be included with the Utility Work Order and submitted to the ILLINOIS TOLLWAY:
  - 1. Completed Order for Utility Work form.
  - 2. Plan and profile showing the work required.
  - 3. The proposed relocation marked on the ILLINOIS TOLLWAY’s plans and cross sections for review purposes.
  - 4. Plan and profile for temporary facilities (if required).
  - 5. A detailed cost estimate for the work to be performed.
  - 6. Time estimate to perform each phase of the work and time estimates for any required temporary or staged construction.
  - 7. Percentage reimbursement due to improvements to other facilities under jurisdiction of other Governmental Agencies or Departments that may be required in addition to ILLINOIS TOLLWAY Improvements. 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.
- H. The UTILITY agrees that the site of the relocation of the FACILITIES shall be coordinated with the ILLINOIS TOLLWAY. The ILLINOIS TOLLWAY shall give due consideration to the site preferences of the UTILITY, however, the ILLINOIS TOLLWAY shall reserve the right to determine the site to which the FACILITIES shall be located within the ILLINOIS TOLLWAY’s right of way. The design of the PROJECT(S) shall accommodate the FACILITIES so that they are accessible by the UTILITY.
- I. The reimbursable purchase of a location outside of the ILLINOIS TOLLWAY’s right of way by the UTILITY to relocate the FACILITIES shall be only at the direction of and with the prior written approval of the ILLINOIS TOLLWAY’s Chief Engineer.

## **II. OTHER GOVERNMENTAL IMPROVEMENTS**

- A. This AGREEMENT is not intended to conflict with or alter the terms and provisions of any grants provided by the UTILITY to ILLINOIS TOLLWAY. Further, this AGREEMENT is not intended to alter the terms of any previously issued permits or prior agreements between the UTILITY and any other Governmental Agencies or Departments relating to FACILITIES occupancies or relocations. Improvements to other facilities under jurisdiction of other Governmental Agencies or Departments may be required in addition to ILLINOIS TOLLWAY Improvements. 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’s construction contract(s).
- C. After 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 modification, adjustment, relocation, removal, replacement or protection is required due to OTHER GOVERNMENTAL IMPROVEMENTS.
- D. The ILLINOIS TOLLWAY shall not be obligated to reimburse the UTILITY for the cost of any modification, adjustment, relocation, removal, replacement or protection of FACILITIES which the UTILITY is directed to make for another Governmental Agency or Department due to OTHER GOVERNMENTAL IMPROVEMENTS and which is not required for the construction, operation, or maintenance of the toll highway.
- E. The UTILITY and the ILLINOIS TOLLWAY further agree that the modification, adjustment, relocation, removal, replacement or protection of a FACILITY made necessary by OTHER GOVERNMENTAL IMPROVEMENTS which is the subject of a Notification of Utility Interference shall be identified, designed, constructed, and carried out in accordance with the terms and conditions of this AGREEMENT.
- F. Any reimbursement received by the ILLINOIS TOLLWAY from another Governmental Agency or Department for utility work due to an OTHER GOVERNMENTAL IMPROVEMENT which is included in the ILLINOIS TOLLWAY’s construction contract(s) and not subject to reimbursement by the ILLINOIS TOLLWAY, shall whenever possible, be passed on to the UTILITY. The UTILITY shall specifically designate the part or percentage of the modification, adjustment, relocation, removal, replacement or protection made necessary by the proposed OTHER GOVERNMENTAL IMPROVEMENT for which it seeks reimbursement by the ILLINOIS TOLLWAY in accordance with the terms and conditions of this AGREEMENT.

### **III. UTILITY RELOCATION COST ESTIMATE**

- A. The cost estimate to modify, adjust, relocate, remove, replace or protect its FACILITIES for each Utility Job Number issued shall include preliminary and design engineering costs, labor costs, material supplies and contractor charges, administrative and overhead costs.

- B. The UTILITY shall submit an explanation of the percentages or factors applied to the cost estimate and how they are established, including, but limited to, engineering, administrative and overhead costs.
- C. The cost estimate shall include anticipated costs and expenses and shall not include a profit to the UTILITY. The cost estimate shall be signed by a duly authorized representative of the UTILITY who shall certify that, to the best of their knowledge, the estimate constitutes an accurate statement of all anticipated costs associated with the proposed work.
- D. The UTILITY shall state, when practicable, as part of the estimate, the proposed method and cost that will be used to perform each portion of the work, including, but not limited to, company forces or independent contractor(s).
- E. The UTILITY shall not claim reimbursement for the relocation of FACILITIES that are located on existing ILLINOIS TOLLWAY property under a previously issued permit by the ILLINOIS TOLLWAY.
- F. The UTILITY shall credit the ILLINOIS TOLLWAY for the salvage value less approved expenses related to the cost of salvaging.
- G. The UTILITY shall perform the work required by the ILLINOIS TOLLWAY for each Utility Job Number by using its own forces or that of a contractor(s) selected by a competitive bidding process. The contracted work shall be competitively bid. However work the UTILITY requires to be performed by its employees for operational needs not be bid. The competitive bidding process is subject to the review and approval of the ILLINOIS TOLLWAY. The cost for contracted work shall be shown on the cost estimate submitted.
- H. The UTILITY shall retain the right to determine when an increase in betterment shall be utilized. The UTILITY shall credit the ILLINOIS TOLLWAY at the unit price for the work in accordance with the approved bid documents, and shall not seek reimbursement for the value of the betterment.
- I. “Betterment” as defined herein shall mean, but is not limited to any increase in capacity of the FACILITY(IES) and shall not include changes and/or modifications to the FACILITY(IES) which result from the following:
  - 1. Any modifications required by Federal, State, or Municipal laws or modifications required by any regulatory authority having jurisdiction over the UTILITY and/or the ILLINOIS TOLLWAY.
  - 2. Any modification or changes required by a change in industry standards.
- J. The cost betterments of the FACILITIES, including added or spare capacity installed but not required, shall be paid by the UTILITY.
- K. The cost to remove, protect or relocate FACILITIES not required for the construction of ILLINOIS TOLLWAY or for a toll highway purpose (Other Government Improvements)

shall be shown on the cost estimate. The cost may be reimbursable by others but will not be reimbursed by the ILLINOIS TOLLWAY.

- L. Upon receipt of all bids from the competitive bidding process and prior to awarding the contracted work, the UTILITY shall submit a list of the companies returning bids with the amount of each line item comprising the total amount from all participating companies. The information shall be treated as confidential by the ILLINOIS TOLLWAY. The UTILITY shall award the contract to the lowest pre-qualified/qualified bidder. The UTILITY shall provide a written explanation to the ILLINOIS TOLLWAY in the event the UTILITY desires to award the contract to a company with a bid other than the lowest bid.
- M. The ILLINOIS TOLLWAY shall have a reasonable right to review and approve the UTILITY's proposed contracts and contractors for the work, and shall not unreasonably withhold its approval.
- N. The UTILITY agrees not to combine jobs at different locations into one bid contract or job number in order to avoid the inclusion of a liquidated damages provision.

#### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT(S) to be constructed in accordance with the PROJECT(S) plans and specifications.
- B. The UTILITY shall provide construction engineering inspections and cause the FACILITIES work to be constructed in accordance with the approved for construction utility work order plans and specifications.
- C. The UTILITY shall not proceed with the modification, adjustment, relocation, removal, replacement or protection of its FACILITIES as part of the PROJECT(S) under any Utility Job Number until it has received an approved Order for Utility Work and an approved "NOTICE TO PROCEED" ("Exhibit C") attached hereto, from the ILLINOIS TOLLWAY.
- D. The "NOTICE TO PROCEED" shall specify a reasonable time within which the FACILITIES work shall be done. The UTILITY shall use its best efforts to complete the work in the specified amount of time as shown on the "NOTICE TO PROCEED".
- E. The ILLINOIS TOLLWAY shall not be obligated to issue the "NOTICE TO PROCEED" until the UTILITY or its contractor(s) have provided the ILLINOIS TOLLWAY with copies of all the required documents and insurance certificates as specified in this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall not be obligated to issue a Notice to Proceed until all necessary property or property interests are acquired for the relocated FACILITIES.
- G. The UTILITY and/or its contractor(s) shall attend pre-construction and construction meetings scheduled by the ILLINOIS TOLLWAY and its consultants and contractors for

the PROJECT and shall make all reasonable efforts to adhere to the ILLINOIS TOLLWAY's schedules for construction of the PROJECT(S) and identify the work of others that may affect the UTILITY's work.

- H. The UTILITY shall schedule and coordinate the modification, adjustment, relocation, removal, replacement or protection of the facilities with the ILLINOIS TOLLWAY's construction schedule and with that of other work or improvements being performed as part of the relocations.
- I. The UTILITY shall cooperate, and shall require its contractor(s) to cooperate with the ILLINOIS TOLLWAY and with all the ILLINOIS TOLLWAY's contractors and subcontractors so that construction of the PROJECT(S) shall not be unreasonably delayed.
- J. The ILLINOIS TOLLWAY shall require its contractor(s) to cooperate with the UTILITY's forces, contractors and subcontractors so that the FACILITIES work shall not be unreasonably delayed.
- K. The UTILITY will commence its work on the FACILITIES within a reasonable amount of time and as expeditiously as possible in accordance with the overall PROJECT(S) schedule.
- L. Any proposed deviations from the plans, specifications, schedule and cost estimate with respect to a Utility Work Order shall be submitted to ILLINOIS TOLLWAY for approval prior to commencing such work.
- M. In the event that the UTILITY's contract does not contain unit prices, the cost of any change in the approved final plans or extra work shall be negotiated by the UTILITY and its contractor, be subject to the approval of the ILLINOIS TOLLWAY and shall not exceed the applicable rates used within the "Schedule of Average Annual Equipment Ownership Expense" published by Illinois Department of Transportation (IDOT).
- N. The ILLINOIS TOLLWAY shall review the proposed deviations, field changes or extra work and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the ILLINOIS TOLLWAY shall detail its objections in writing to the UTILITY.
- O. If the ILLINOIS TOLLWAY and the UTILITY cannot agree on proposed field changes or extra work, and must for operational reasons, or system integrity assuring a safer environment, proceed with the work in dispute, the UTILITY shall keep separate and complete records of time, materials and other related costs, to substantiate that portion of the work in dispute. All applicable provisions of the IDOT Standard Specifications adopted January 1, 2012, herein after referred to as the Standard Specifications, IDOT Supplemental Specifications and Recurring Special provisions adopted January 1, 2014 and ILLINOIS TOLLWAY Supplemental Specifications to said Standard Specifications issued March, 2013, shall govern this work to complete said dispute.
- P. After award of the construction contract(s) for the FACILITIES, assuming there are no proposed deviations from the plans and specifications that affect the ILLINOIS

TOLLWAY, the UTILITY or its contractor(s) shall provide no less than five (5) calendar days written notice to the ILLINOIS TOLLWAY prior to commencement of work on the UTILITY'S FACILITIES within the PROJECT(S).

- Q. The UTILITY shall perform the FACILITIES work in accordance with the approved "ORDER FOR UTILITY WORK" and the approved plans and cost estimates. All work shall comply with approved plans, applicable statutes, codes and safety standards of general applicability in the industry for the type of work involved.
- R. The UTILITY shall require its contractor(s) working within the ILLINOIS TOLLWAY's rights of way to comply with the indemnification provision contained at Section 107.26 in the ILLINOIS TOLLWAY Supplemental Specifications for construction, issued on March 2013, attached hereto as "Exhibit D", or the indemnification provision in the applicable version of the Illinois State Toll Highway Authority's Standard Specifications subsequently in effect.
- S. The ILLINOIS TOLLWAY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the FACILITIES work that affects the PROJECT(S). The ILLINOIS TOLLWAY shall assign personnel to perform inspections on behalf of the ILLINOIS TOLLWAY of all work included in the FACILITIES work that affects the ILLINOIS TOLLWAY's system, and will deliver written notices to the duly representative of the UTILITY advising the UTILITY as to whom has been assigned to perform said inspections. To the extent allowed by law, not caused by the sole negligence of the UTILITY, 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 and judgments arising out of or connected with construction of the other Governmental Improvements performed by the Illinois TOLLWAY or its Contractors in connection with the construction of the PROJECT.
- T. To the extent allowed by law and not caused by the sole negligence of the ILLINOIS TOLLWAY, the UTILITY shall indemnify and save the ILLINOIS TOLLWAY, its directors, officers, agents, and employees harmless from any and all liability from any loss of life, personal injury, damage to property and any and all claims, suits, actions and judgments, arising out of or connected with the work performed by the UTILITY or its contractors under this Agreement, or from the operation of the FACILITY(IES) covered by this Agreement or resulting from the failure of the FACILITY(IES) to operate properly or from other malfunctions of the FACILITY, or from other actions or inactions on the part of or on behalf of the UTILITY, or its contractor, in the design, construction, relocation, maintenance and operation of the UTILITY'S FACILITY(IES) LOCATED on the ILLINOIS TOLLWAY'S right-of-way.
- U. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section XI, Subsection P of this AGREEMENT.
- V. No inspections or approvals of the specifications or the work by the ILLINOIS TOLLWAY or its employees, officers or agents shall relieve the UTILITY's contractor(s) of responsibility and liability for the proper performance of the work. ILLINOIS

TOLLWAY inspections and approvals shall not be considered a waiver of any right the ILLINOIS TOLLWAY may have pursuant to this AGREEMENT. All ILLINOIS TOLLWAY communications and correspondence with the UTILITY's contractor(s) or relating to a contract shall be through the UTILITY, unless otherwise specifically approved by the UTILITY. In the event an ILLINOIS TOLLWAY representative discovers UTILITY related work that is not being performed or has not been performed in accordance with the approved plans and specifications, the representative shall promptly notify by verbal and/or electronic communication and in writing within 48 hours of the first notification to the UTILITY or the UTILITY's duly designated representative.

- W. The UTILITY shall give notice to the ILLINOIS TOLLWAY upon completion of 40%, 70%, 90% and 100% of all FACILITIES work construction contracts to be subsequently maintained by the UTILITY, and the ILLINOIS TOLLWAY shall make an inspection thereof not later than seven (7) calendar days after notice thereof. The ILLINOIS TOLLWAY will not require the UTILITY to stop or halt its construction work while waiting for the ILLINOIS TOLLWAY to inspect the FACILITIES. The UTILITY's duly authorized representative shall join the TOLLWAY on such inspection. In the event said inspections disclose work that does not reasonably conform to the approved final plans and specifications, the ILLINOIS TOLLWAY's duly authorized representative shall give immediate verbal notice to the UTILITY's duly authorized representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the UTILITY's duly authorized representative. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The PARTIES shall perform such joint re-inspections within seven (7) calendar days after ILLINOIS TOLLWAY receiving written notice from the UTILITY that the deficiencies have been remedied.
- X. In the event the ILLINOIS TOLLWAY has significant concerns regarding (i) the impact of the UTILITY's work on Public Safety or (ii) the coordination of the UTILITY's work with the ILLINOIS TOLLWAY or its contractor(s), subcontractor(s) or other parties relocating their facilities, and only after efforts to resolve such concerns have failed, the ILLINOIS TOLLWAY shall have the right to stop the UTILITY's work provided that, in the case of provision (ii) the TOLLWAY shall be responsible for the actual approved documented costs to the UTILITY for stopping the UTILITY's work. Notwithstanding the foregoing, in the event the ILLINOIS TOLLWAY requires the work of the UTILITY to cease, the UTILITY shall have the right to continue the work in dispute to the extent required to maintain or restore services to its customers and provide a safe work environment for its employees, contractors and surrounding area.
- Y. Upon completion of the UTILITY's work on its FACILITIES in accordance with the approved plans, or any modifications thereof as ordered by the ILLINOIS TOLLWAY, the UTILITY shall, restore the property to its condition as it existed prior to the start of the work at issue.
- Y. Except as otherwise provided for in this Agreement, the ILLINOIS TOLLWAY recognizes that UTILITY in the relocation of its FACILITIES, may encounter Hazardous Materials and agree that:

1. UTILITY will not be responsible hereunder for any hazardous materials on ILLINOIS TOLLWAY right-of-way encountered by UTILITY in the relocation of its FACILITIES, or for the testing, excavation, deposit or remediation of any soil, water or other medium containing hazardous materials, except to the extent these hazardous materials:
  - a. Were placed in the soil, water or other medium directly as a result of UTILITY installation, operation, modification, adjustments, relocation, removal, replacement maintenance or protection of its FACILITIES prior to any relocation that is subject to this AGREEMENT; or
  - b. Are introduced into the soil, water or other medium as a result of the negligence or willful misconduct of UTILITY or anyone acting on their behalf during any relocation; and
2. UTILITY will be responsible for, and will protect, indemnify and hold ILLINOIS TOLLWAY and its officers, agents, directors, and employees harmless against all hazardous material encountered hereunder by UTILITY in connection with the testing, excavation, removal, deposit and remediation of all soils and other materials containing hazardous materials, and all cost and liability therefor, to the extent those hazardous materials:
  - a. Were placed in the soil, water or other medium as result of UTILITY installation, operation, modifications, adjustments, relocations, removal, replacement, maintenance or protection of its FACILITIES prior to any relocation that is the subject of this AGREEMENT; or
  - b. Are introduced into the soil, water or other medium directly as a result of negligence or willful misconduct of UTILITY or anyone acting on their behalf during any relocation.
3. Except as otherwise provided herein, UTILITY will be responsible for and will indemnify and hold harmless the ILLINOIS TOLLWAY, and its officers, agents, directors and employees from any violations of environmental law and attendant fine levied by a governmental entity as a result of operation, maintenance, protection or relocation of its FACILITIES hereunder.
4. In no instance will UTILITY or the ILLINOIS TOLLWAY under section IV Construction subsections Y – 1 through 4 above, be responsible for the consequential, exemplary, incidental, punitive, special or speculative damages or loss of profit.

“Environmental Law” shall mean any and all federal, state and local laws, statues, regulations, rules, orders, ordinances, permits of any governmental authority pertaining to health, the environment, wildlife or natural resources in effect in any and all jurisdiction in which the Assets are located, including without limitations, the Clean Air Act, as amended, the Federal Water Pollution control Act, as amended, the Rivers and Harbors Act of 1899, as amended, the Safe Drinking Water act as amended, the Comprehensive

Environmental Response, Compensation, and Liability Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Resource Conservation and Recovery Act, as amended, the Hazardous and Solid Waste Amendments Act of 1984, as amended, The Toxic Substance Control Act, as amended, the Occupational Safety and Health Act, as amended, the Hazardous Materials Transportation, as amended, the Natural Gas Pipeline Safety Act of 1968, as amended, the Hazardous Liquids Pipeline safety Act, as amended, and the Federal, State and Local Fire Marshal regulations as to underground storage and transportation of petroleum products.

“Hazardous Materials” shall mean any substance regulated under Environmental Laws.

## **V. OPTION TO PERFORM THE UTILITY RELOCATION WORK**

The UTILITY may request that a portion or all of the adjustment, relocation, removal, replacement or protection work be included in the ILLINOIS TOLLWAY’s construction contracts. The inclusion of utility relocation work in the ILLINOIS TOLLWAY’s construction contracts shall be subject to the terms and conditions of a separate job specific agreement supplemental to this Utility Agreement which shall be negotiated by the parties upon the UTILITY’s request of such work.

## **VI. RIGHT OF WAY**

- A. Upon receipt of notification from the ILLINOIS TOLLWAY approving the plans and cost estimates for each Utility Job Number, and after provisions have been made for protection of the service previously provided for by the FACILITIES which are to be modified, adjusted, relocated, removed, replaced or protected as part of the PROJECT, the UTILITY shall transfer to the ILLINOIS TOLLWAY, by appropriate conveyance document(s) or other appropriate instrument of transfer, as mutually agreed to by the PARTIES hereto, any of its existing and transferable title for right of way held or used in connection with the FACILITIES, which the ILLINOIS TOLLWAY may deem reasonably necessary. The ILLINOIS TOLLWAY shall grant the UTILITY and its successors and assigns operating the FACILITIES the right to operate the same in the new location or locations for as long a period and upon the same terms and conditions as it had the rights to maintain and operate the FACILITIES in their former locations that were within the construction limits of the PROJECT.
- B. In the event the ILLINOIS TOLLWAY identifies areas of the UTILITY’s right of way needed for the ILLINOIS TOLLWAY to enter, access and use to allow the ILLINOIS TOLLWAY and/or its contractor(s) to complete the PROJECT, the UTILITY shall promptly grant to the ILLINOIS TOLLWAY, prior to the transfer of said property interests, the right to enter upon and use land within the proposed PROJECT corridor right of way, or adjacent thereto, in which the UTILITY has a fee hold interest, as may be reasonably necessary to expedite construction of the PROJECT.
- C. If the FACILITIES were originally outside the ILLINOIS TOLLWAY’s right of way and are relocated to land within the ILLINOIS TOLLWAY’s right of way, the ILLINOIS TOLLWAY will grant to the UTILITY and its successors and assigns the right to operate

and maintain such FACILITIES at the new location for the same amount of time and under the same terms and conditions as the UTILITY possessed with respect to the prior location of the FACILITIES and that any future relocation for toll highway purposes shall be in accordance with this AGREEMENT.

- D. The ILLINOIS TOLLWAY shall execute an appropriate document confirming the location of the relocated FACILITIES. In the event property acquired for the PROJECT is transferred to others, the ILLINOIS TOLLWAY will reserve a similar right or property interest comparable to the UTILITY's property interest in the original location.
- E. The UTILITY shall not seek reimbursement from the ILLINOIS TOLLWAY for any of the UTILITY's right of way or property interests acquired by the ILLINOIS TOLLWAY where the ILLINOIS TOLLWAY grants the UTILITY in exchange for the property taken, a substantially similar right of way or property interests at a new location comparable to the UTILITY's prior location.
- F. The UTILITY will make every reasonable effort to construct and arrange the FACILITIES so that the UTILITY will not have to use the ILLINOIS TOLLWAY's right of way in order to obtain access to the FACILITIES for repairs, maintenance and replacement. However, if no other means of access is feasible, the ILLINOIS TOLLWAY will allow the UTILITY reasonable and necessary access to its FACILITIES across defined areas of the ILLINOIS TOLLWAY's right of way.
- G. Right of way costs shall include the purchase price thereof, as well as the costs of negotiations, appraisals, title evidence, relocation assistance payment, property management, and such legal fees and expenses as may be necessary to acquire said right of way.

## VII. INSURANCE

Utility shall cause its Contractors to maintain insurance as required by the Illinois Tollway Standard Specifications as outlined in section 107.27. In lieu of maintaining insurance as stated in the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27, if the UTILITY is self-insured, the UTILITY must furnish the ILLINOIS TOLLWAY with evidence of Insurance.

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 loss of the UTILITY on account of work being performed by the UTILITY and its Contractors.

## VIII. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs.
- B. In the event the UTILITY's Contract does not contain unit prices, the cost of any change in the approved final plans or extra work shall be negotiated by the UTILITY and its Contractor, and be subject to approval by the ILLINOIS TOLLWAY.
- C. The ILLINOIS TOLLWAY shall reimburse the UTILITY for all substantiated actual and necessary costs of the utility work as provided for under this AGREEMENT. Actual costs and approved bid prices shall be paid by the ILLINOIS TOLLWAY within sixty (60) working days after receipt of a complete invoice, as defined herein, from the UTILITY. Amounts in excess of the approved final cost estimate which result from approved changes in the plans or approved extra work substantiated by the UTILITY, as provided for herein below, shall be reimbursed by the ILLINOIS TOLLWAY.
- D. Upon completion of the work contemplated by a Utility Job Number or of a project or improvement including more than one (1) Utility Job Number, the UTILITY shall submit to the ILLINOIS TOLLWAY an itemized invoice for reimbursement, accompanied by supporting statements showing the following actual costs:
  - 1. Construction or Removal of FACILITIES
    - a. Engineering Costs, including the reasonable cost to attend project related meetings.
    - b. Labor Costs
    - c. Costs of Work Contracted for by the UTILITY
    - d. Motor Vehicle and Equipment Costs
    - e. Material Costs
  - 2. General and Overhead Costs
    - a. Administrative and General
    - b. Payroll Taxes
    - c. Pension
    - d. Welfare
    - e. Insurance
  - 3. Costs of Right of Way
    - a. Temporary Easements, Access Rights.

- b. New Right of Way Land Costs and Expenses of Acquisition require approval from the Chief Engineer of the ILLINOIS TOLLWAY.
  - c. Fair Market Value of Interests in Land Acquired from the UTILITY by the ILLINOIS TOLLWAY and not Replaced In Kind.
  - d. Credit for the Fair Market Value of Land Retained by the UTILITY to the Extent Made Available for Other Use or Sale After Removal of the FACILITIES.
  - e. Credit for Any Excess in the COST of the Actual FACILITIES Installed Over the Estimated Cost of Relocating Existing FACILITIES or Installing FACILITIES Comparable to Those Removed.
  - f. Credit for the Used Life of Any FACILITIES Removed and Not Relocated.
  - g. Credit for the Salvage Value, if any, of Abandoned or Removed FACILITIES.
  - h. Permits, Mitigation, Bonds and Certificates of Insurance that are directly associated with the project that are in addition to all Permits, Mitigations, Bonds and Certificates included in the competitive bidding process and/or mandatory in the execution and agreements and /or contracts
4. The percentage of the cost that is reimbursable due to work required for the toll highway purpose and not for Other Governmental Improvements.
- E. Only right of way acquired by the UTILITY and approved right of way costs incurred as a result of the acquisition made at the direction of the ILLINOIS TOLLWAY's Chief Engineer, shall be subject to reimbursement by the ILLINOIS TOLLWAY.
- F. The billing invoice shall be signed by a duly authorized representative of the UTILITY with certification that they have examined the records and accounts of the UTILITY and that to the best of their knowledge the statement is a true and complete invoice and statement for the items set forth therein. An invoice containing all of the information cited in VIII. D. shall be considered a "complete invoice". The ILLINOIS TOLLWAY shall be allowed reasonable access to all records of the UTILITY which support the justification for the invoices and statements.
- G. Payment:
1. After the UTILITY has submitted an approved invoice for reimbursement, the ILLINOIS TOLLWAY shall promptly reimburse the UTILITY for its substantiated costs for the work to the FACILITIES covered by each Utility Job Number or improvement. . The ILLINOIS TOLLWAY shall use its best efforts to process approved invoices for payment within 60 days.
  2. Periodic or partial payments and invoicing shall be allowed for materials and work completed.

3. The UTILITY shall also submit, prior to payment, any additional information reasonably required by ILLINOIS TOLLWAY audit procedures.
  4. Final payment by the ILLINOIS TOLLWAY for the total cost of eligible reimbursable utility work performed on each Utility Job Number or improvement shall constitute full payment for the performance of any obligation to pay money with respect thereto and be in full satisfaction of all claims and demands 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.
- H. The UTILITY shall provide the ILLINOIS TOLLWAY with the locations of the records and accounts for future audit purposes.
- I. The UTILITY shall submit a final invoice within one year of the completion of work on each Utility Work Order unless prior arrangements are made to extend the time period due to unforeseen circumstances. 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.

## **IX. DEFINITIONS**

- A. As used herein, the terms "maintenance" or "maintain" mean keeping the FACILITIES being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the modification, adjustment, relocation, removal, replacement or protection of the maintained FACILITIES when needed at all times to facilitate the convenient and safe flow of traffic and so as not to endanger any of the adjacent highway facilities of either of the PARTIES hereto, and shall include preservation of the structural integrity of the original FACILITIES subsequent improvements, perpetuation of ground cover, including proper drainage, and the care of vegetation where necessary and traffic management.
- B. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- C. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- D. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such

arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.

- E. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- F. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

#### **X. MAINTENANCE - RESPONSIBILITIES**

- A. The ILLINOIS TOLLWAY agrees to maintain the Toll Highway system in its entirety.
- B. The UTILITY agrees to maintain, or cause to be maintained, the FACILITIES in their entirety.
- C. After the work on each separate FACILITY is complete, the UTILITY shall be responsible for all operation, maintenance, and repairs, of each such FACILITY.
- D. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.
- E. In the event that one PARTY observes that emergency maintenance is needed, then the observing PARTY shall immediately notify the other of the observed condition, the nature of the immediate need, and a general description of the measures the observing PARTY intends to take to remedy the immediate need. The observing PARTY may then implement such measures without consultation, provided however that the observing PARTY remains subject to such emergency response and disaster protocols as apply generally to governmental entities. The other PARTY shall not be charged for the cost of the emergency measures taken by the observing PARTY, except after consultation and then only to the extent such maintenance is within the duties of the other PARTY under this AGREEMENT. The PARTIES agree to mitigate any adverse effects to the other PARTY as a result of addressing the emergency.
- F. During construction, the UTILITY shall continue to maintain all portions of the PROJECT within the UTILITY's right of way that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- G. All items of construction which are stipulated in this AGREEMENT to be maintained by the UTILITY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the UTILITY, and all items of construction which are

stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

## **XI. GENERAL PROVISIONS**

- A. It is understood and agreed that this is a UTILITY AGREEMENT between EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US and the Illinois State Toll Highway Authority.
- B. 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 ILLINOIS TOLLWAY Supplemental Specifications for construction, issued on March 2013 or the Canceled Items provision in the applicable version of the Illinois State Toll Highway Authority's Standard or Supplemental Specifications.
- C. It is the intention of the PARTIES hereto, that this AGREEMENT shall govern the relocation of the FACILITIES located at or near Elmhurst Road and I-90.
- D. The UTILITY shall provide the ILLINOIS TOLLWAY with one (1) set of reproducible as-built record drawings and specifications and the latitude and longitude coordinates at the property lines and centerline of the ILLINOIS TOLLWAY for each permanent FACILITY located within the ILLINOIS TOLLWAY's right of way within ninety (90) calendar days of completion of such FACILITY.
- E. Wherever in this AGREEMENT approval or review by either the UTILITY or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- F. The UTILITY shall have reasonable access to the relocated FACILITIES. Except in the event of an emergency, such access shall require the prior written approval of the ILLINOIS TOLLWAY.
- G. 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 construction of the PROJECT. 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.
- H. In the event of a dispute between the UTILITY and the ILLINOIS TOLLWAY duly authorized representatives in the preparation of the plans and specifications, or changes thereto, or in the carrying out of the terms of this AGREEMENT, the Chief Engineer of the ILLINOIS TOLLWAY and the UTILITY's Engineer/Real Estate Manager shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a

dispute concerning the plans and specifications or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be reviewed and confirmed or modified, as the case may be, by a third party qualified engineer that is mutually selected by the parties.

- I. 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.
- J. Under penalties of perjury, the UTILITY certifies that its correct Federal Tax Identification number is 52-2074528 and it is doing business as a private entity, whose mailing address is P.O. BOX 4749, HOUSTON, TX 77210-4749.
- K. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- L. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- M. The failure by the 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. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- N. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the ILLINOIS TOLLWAY:

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

To the UTILITY:

Shell Pipeline Company LP  
701 Poydras – OSS 1046  
New Orleans, LA 70139  
Attn: Jamie J. Honses  
Senior Land Agent

- O. The UTILITY certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. The contractor further acknowledges that the chief procurement officer may declare the related contract void if this certification is false.

- P. The UTILITY certifies that neither the UTILITY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- Q. The UTILITY agrees to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or the UTILITY under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The UTILITY further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- R. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

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

**EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US**

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

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

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

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
Kristi Lafleur, Executive Director

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

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

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

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

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

Approved as to Form and Constitutionality

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

## RESOLUTION NO. 20401

**Background**

The Tollway is proceeding with its Move Illinois capital program, which includes improvements to the Jane Addams Memorial Tollway (I-90) and the construction of the Elgin O'Hare Western Access. The Tollway is interested in entering into a general utility relocation agreement with Vinakom (sometimes referred to as "Utility Agreement"). Vinakom owns electronic communications infrastructure currently installed under and near Tollway right-of-way. The Utility Agreement defines the duties, responsibilities and procedures that will be followed with respect to any necessary relocation of Vinakom utilities.

**Resolution**

The General Counsel and the Chief of Engineering are hereby authorized to enter into a General Utility Agreement with Vinakom in substantially the form of the agreement attached to this Resolution and the Chairman or the Executive Director is hereby authorized and directed to execute the Intergovernmental Agreement.



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

**GENERAL UTILITY AGREEMENT BETWEEN**  
**THE ILLINOIS STATE TOLLWAY HIGHWAY AUTHORITY**  
**AND**  
**VINAKOM**

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**THIS GENERAL AGREEMENT**, (hereinafter referred to as the “AGREEMENT”) is entered into this \_\_\_\_ day of \_\_\_\_\_, AD, 20\_\_ by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (hereinafter called the “ILLINOIS TOLLWAY”), and VINAKOM a private corporation of the State of Illinois, (hereinafter called the “UTILITY”), individually referred to as “PARTY” and collectivity referred to as “PARTIES”

**W I T N E S S E T H**

**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”); and

**WHEREAS**, The UTILITY owns, operates and maintains ELECTRONIC COMMUNICATIONS, (hereinafter call the “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 to avoid conflict with the PROJECT; and

**WHEREAS**, the PARTIES desire to cooperate in the MODIFICATIONS of the FACILITIES and construction of the PROJECTS or future improvements so that

inconvenience to the public and interruptions to service are minimized and construction of the PROJECTS is expedited; and

**WHEREAS**, the PARTIES by this instrument, which shall be known for recording purposes as ILLINOIS TOLLWAY agreement #002014-18; desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT, or future improvements; 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**, Section 11 of the ACT requires utilities (as defined in the Public Utilities Act Illinois Compiled Statues, Chapter 20, Act 5, Section 10-101) currently in force: and incorporated by reference to MODIFY FACILITIES which the ILLINOIS TOLLWAY determines interfere with a Toll Highway PROJECTS; and

**WHEREAS**, Section 11 of the ACT requires that the ILLINOIS TOLLWAY ascertain and pay all necessary MODIFICATION costs of the UTILITY whose FACILITIES are so ordered modified. FACILITIES installed under a permit granted by the ILLINOIS TOLLWAY, or other agreement under which the UTILITY retains financial responsibility for the costs associated with any relocation shall be protected, adjusted, modified or removed in accordance with the provisions of this AGREEMENT; and

**WHEREAS**, it is appropriate and in the best interest of the PARTIES that they agree on the manner in which the necessary work to MODIFY the FACILITIES shall be done, the costs incurred and credits due, the method and manner of ascertaining the costs, and credits, and making payment therefore, and the

procedures for providing necessary rights-of-way for the FACILITIES which must be modified to accommodate the proposed 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 give the UTILITY 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 supplementary information relating to the PROJECTS as soon as available in order to facilitate the design 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 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.
- E.** The PARTIES further agree that the MODIFICATIONS of FACILITIES made necessary by OTHER GOVERNMENTAL IMPROVEMENTS which are the subject of a NOI, while they may not be subject to ILLINOIS TOLLWAY reimbursement, the MODIFICATIONS shall be identified, designed, constructed, and carried out in accordance with the terms and conditions of this AGREEMENT.
- F.** Any reimbursement received by the ILLINOIS TOLLWAY from a local government, county, governmental agency or department for utility work due to OTHER GOVERNMENTAL IMPROVEMENT which is included in the ILLINOIS TOLLWAY construction contracts and not subject to reimbursement by the TOLLWAY, shall whenever possible, 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, the UTILITY shall prepare and submit to the ILLINOIS TOLLWAY the completed “Order for Utility Work” (in a form similar to Exhibit “B”) with 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; and
5. Schedule to perform the work
6. Time estimate to perform each phase of the work and time estimates for any required temporary or staged construction.
7. Percentage of reimbursement due to 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 locations in plan 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 the 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 Expense.
- b. Administrative and General Expenses.
- c. Benefits, Pension, Welfare, Payroll Taxes.
2. The UTILITY's Labor Costs;
  - a. Labor Expense.
  - 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 Costs breakdown.
6. Estimated costs of temporary or staged FACILITIES.
7. Estimated cost of construction and environmental permits.
8. Estimated costs of additional right-of-way.
  9. Credit for betterment of FACILITIES.
  10. Credit for salvage.
11. The 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 prior additional written approval by 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 the estimate, the method that will be used to perform the work (in-house company forces, independent contractor, performing maintenance 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 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 FACILITY of increased capacity (betterments), or if the FACILITY includes other betterments, the estimate shall include cost 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 cost of the betterments shall be shown on the cost estimate as a credit and is not reimbursable.

**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 a complete 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 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) construction contract(s). 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 after 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 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. The ILLINOIS TOLLWAY shall review and approve all proposed contracts and contractors. 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 to the ILLINOIS TOLLWAY.
- D.** The UTILITY shall advertise and 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 shows the ILLINOIS TOLLWAY as a protected party and as an additional named insured as required by this Agreement, the plans and specifications, or by law. The ILLINOIS TOLLWAY shall not be obligated to 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 the FACILITIES.

#### **IX. PERFORMANCE OF THE WORK**

- A.** 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 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 give 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 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.
- C.** 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 used 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.** It is understood and agrees that this AGREEMENT constitutes a complete and exclusive understanding between the PARTIES relative to the design, construction and the reimbursement of cost for

relocation of the FACILITIES for the PROJECT. Further, the PARTIES may have prior agreements and/or anticipate subsequent agreements pertaining to RIGHT of Entry, Permits and /or Contracts for Sale which shall remain in force and be governed by these previously approved documents.

### **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 shall provide that thirty (30) days prior written notice will be given to the ILLINOIS TOLLWAY in the event of cancellation. The ILLINOIS TOLLWAY'S failure to request certificates of insurance or insurance policies do 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 associated in

the ILLINOIS TOLLWAY STANDARD SPECIFICATIONS section 107.27 and have the ILLINOIS TOLLWAY named as additionally insured.

**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, must furnish the ILLINOIS TOLLWAY with evidence of its financial responsibility to undertake such self-insurance, which is reasonably satisfactory to the ILLINOIS TOLLWAY, and with 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 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 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 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, 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 to perform the FACILITIES MODIFICATION work as per this Agreement.
- B.** Upon completion of the work contemplated by a Utility Job Number or of a PROJECTS including more than one Utility Job Number, the UTILITY shall submit to the ILLINOIS TOLLWAY a bill for reimbursement, accompanied by supporting documents showing the following costs 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;
    - d. Welfare; and
    - e. 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 statement shall be signed by a duly authorized representative of the UTILITY with 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 amounts charged to the State. 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. See 30 ILCS 500/20-65.

## **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, 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 unless prior arrangements are made to extend the time period due to unforeseen circumstances. 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**

- A.** 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**

- A.** This Agreement is not subject to modification except in writing,

executed by the duly authorized representatives of the PARTIES.

**B.** It is understood and agrees that this AGREEMENT constitutes a complete and exclusive understanding between the PARTIES relative to the design, construction and the reimbursement of cost for relocation of the FACILITIES for the PROJECT. Further, the PARTIES may have prior agreements and/or anticipate subsequent agreements pertaining to Right of Entry, Permits and /or Contracts for Sale which shall remain in force.

**XIX. TERMINATION**

**A.** 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 only 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 \_\_\_\_\_ and it is doing business as a private entity, whose mailing address is \_\_\_\_\_.
- D.** This AGREEMENT may only be modified in writing and executed by duly authorized representatives of the PARTIES hereto.
- E.** This Agreement shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- F.** The failure by the ILLINOIS TOLLWAY or the UTILITY to seek redress



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

VINAKOM

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dicky Patel

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

04-29-14 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:

- 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 \_\_\_\_ .

Signed \_\_\_\_\_

Chief Engineer

04-29-14

rev

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

04-29-14 rev

## RESOLUTION NO. 20402

**Background**

The Board of Directors previously approved, pursuant to Resolution No. 20025, the formation, composition and responsibilities of various committees to assist the Board in carrying out its duties under the Toll Highway Act. Pursuant to Resolution No. 20325, the Board of Directors amended Resolution No. 20025 to allow for the assignment of alternates to serve on those committees and to consolidate the functions of the Customer Service & Electronic Tolling Committee and the Strategic Planning Committee into one committee. In all other respects, Resolution 20025 remained in full force and effect. Pursuant to Resolution No. 20325, the Board of Directors also amended the Charters of those committees to reflect the inclusion of alternates to their composition and to reflect the aforementioned consolidation. It is now in the best interest of the Illinois State Toll Highway Authority to amend Resolution No. 20325 to change the name of the Customer Service & Electronic Tolling-Strategic Planning Committee to the Customer Service & Planning Committee. It is also in the best interest of the Illinois State Toll Highway Authority to amend the charter of the Customer Service & Electronic Tolling-Strategic Planning Committee to reflect the aforementioned name change. In all other respects, Resolution 20325 shall remain in full force and effect.

**Resolution**

Effective June 26, 2014, the Board of Directors hereby declares 1) that the name of the Customer Service & Electronic Tolling-Strategic Planning Committee is changed to the Customer Service & Planning Committee; and 2) that the Charter for that committee attached hereto, reflecting the aforementioned name change, is approved.



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

Chair

# ILLINOIS STATE TOLL HIGHWAY AUTHORITY

## CUSTOMER SERVICE & PLANNING COMMITTEE CHARTER

**Purpose:** The Customer Service & Planning Committee is a standing committee of the Illinois State Toll Highway Authority Board of Directors. Its purpose is to promote the development and implementation of appropriate information technology solutions critical to providing quality customer service and revenue generation now and in the future as well as to provide the Board with advice on the strategic direction and planning of infrastructure investments at the conceptual stage. The Committee shall review technology strategies and business processes for collecting tolls, violation enforcement and customer service. The Committee shall also review, at the conceptual stage, analysis from staff and recommend direction for long-term strategic planning for Tollway projects or programs.

**Composition:** The Committee shall consist of two Co-Chairs and up to five Directors selected by the Board Chair, based on their expressed interest and expertise, and approved by the Board. The two Co-Chairs shall alternate chairing meetings of the Committee; provided, however, that if the Co-Chair that is scheduled to chair a particular meeting is absent, the other Co-Chair shall chair that meeting as well.

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

**Duties, Responsibilities and Authority:** The Committee shall report and make recommendations to the Board on:

1. Technology strategies to facilitate toll collection and violation enforcement;
2. Business processes for toll collection and violation enforcement;
3. Periodic customer satisfaction data;
4. Identification of problems and policy solutions related to customer service;
5. Developing criteria to assess project/program priorities;
6. Recommending a multi-year capital plan to the Board;

7. Evaluating how system needs/changes effect stakeholder, including public, business and civic interests;
8. Developing policies related to pursuing capital investments; and
9. Monitoring congruity of mission, priorities and resources for each program/project plan.

**Date Approved:** \_\_\_\_\_

**Board Resolution:** \_\_\_\_\_