

RESOLUTION NO. 22455

Background

Section 715 of the Amended and Restated Trust Indenture (“Indenture”) of The Illinois State Toll Highway Authority (“Tollway”) requires the Tollway to provide liability insurance coverage for the protection of Tollway property and personnel, as well as for claims of injury and property damage to others. The current coverage expires June 1, 2022, and it is advisable to continue such coverage.

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

To maintain the required insurance protection for Tollway property and personnel, it is in the best interest of the Tollway to accept the offers of the twelve insurance companies placed through Mesirow Insurance Services, Inc. The proposal includes a primary layer of insurance from \$1,030,571.00 and a total premium not to exceed \$3,452,337.00.

Resolution

Lexington Insurance Company is approved to provide General Liability and Automobile Liability coverage, including coverage under the Terrorism Risk Insurance Act, for the period June 1, 2022 to June 1, 2023. The primary layer limit of \$5,000,000.00 million is subject to a retention of \$1 million per occurrence.


It is acknowledged that Mesirow Insurance Services, Inc. has secured offers from twelve carriers to provide primary insurance and layers of excess liability coverage for the period of June 1, 2022 to June 1, 2023 for a combined limit of \$150 million per occurrence and in the aggregate.

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Total premiums and fees for the referenced insurance policies and coverages and the broker service fee will be in an amount not to exceed \$3,452,337.00 including any applicable surplus lines tax, and such liability coverage is approved with all coverage obtained and paid through Mesirow Insurance Services, Inc.

The Chair and Chief Executive Officer of the Tollway is authorized to execute all documents necessary to effectuate said coverage, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved: 
Chair

RESOLUTION NO. 22456

Background

Under the State Employees Group Insurance Act of 1971, 5 ILCS 375/11, *et seq.*, The Illinois State Toll Highway Authority (“Tollway”) is obligated to reimburse the state health insurance program (“SEGIP”) for the cost of other post-employment benefits (*i.e.*, medical, dental and life insurance) for retirees who served the Tollway (excluding District 15 Illinois State Police retirees). Prior to 2021, a monthly invoice was approved by Central Management Services, the SEGIP plan administrator, for the amount due from the Tollway and payment was made to CMS annually. During the 2020 external audit conducted by the Illinois Auditor General, it was determined that invoices received from CMS for prior years were incorrect and understated amounts owed by the Tollway. The Tollway and CMS reconciled and finalized the underpayment amounts and the amount due for 2021 premiums.

This Resolution will allow for the payment of the 2021 premium amount and the underpayment for the period of 7/1/17 through 12/31/20 in the total amount of \$22,297,845.64.

Resolution

Reimbursement to Central Management Services of the State of Illinois in the amount of \$22,297,845.64 for the Tollway’s pro-rata share of the State’s cost of medical, dental and life insurance benefits for Tollway retirees receiving benefits through the State of Illinois State Employee Group Insurance Program is approved. The Chief Financial Officer is authorized to issue warrants in payment thereof and take all other measures in furtherance thereof.

Approved: _____



Chair

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Background

Pursuant to the provisions of the Toll Highway Act (“Act”), 605 ILCS 10/1, *et seq.*, The Illinois State Toll Highway Authority (“Tollway”) is authorized to provide for the construction, operation, regulation and maintenance of toll highways in the State of Illinois (“Tollway System”).

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

Resolution No. 19480, adopted by the Tollway on August 25, 2011, as modified by Resolution No. 21244, adopted by the Tollway on April 27, 2017, authorized a \$14.3 billion capital plan for the Tollway System named “Move Illinois: The Illinois Tollway Driving the Future” to finance the capital needs of the existing Tollway System and to finance certain expansions of the Tollway System intended to improve regional mobility (“Move Illinois Program”).

The Tollway has determined that the costs of the Move Illinois Program are to be paid from available Tollway funds and from the proceeds of its \$4.3 billion aggregate principal amount of previously issued revenue bonds described in the following paragraph and additional 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, as authorized by Resolution No. 19825 dated December 13, 2012, and pursuant to the terms of the Fifteenth Supplemental Indenture dated as of May 1, 2013 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2013 Series A, in the aggregate principal amount of \$500 million; (ii) on June 4, 2014, as

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authorized by Resolution No. 19825 dated December 13, 2012, and pursuant to the terms of the Eighteenth Supplemental Indenture dated as of June 1, 2014 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2014 Series B, in the aggregate principal amount of \$500 million; (iii) on December 4, 2014, as authorized by Resolution No. 20376 dated June 26, 2014, and pursuant to the terms of the Nineteenth Supplemental Indenture dated as of December 1, 2014 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2014 Series C, in the aggregate principal amount of \$400 million; (iv) on July 30, 2015, as authorized by Resolution No. 20376 dated June 26, 2014, and pursuant to the terms of the Twenty-First Supplemental Indenture dated as of July 1, 2015 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2015 Series A, in the aggregate principal amount of \$400 million; (v) on December 17, 2015, as authorized by Resolution No. 20815 dated September 24, 2015, and pursuant to the terms of the Twenty-Second Supplemental Indenture dated as of December 1, 2015 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2015 Series B, in the aggregate principal amount of \$400 million; (vi) on June 16, 2016, as authorized by Resolution No. 20815 dated September 24, 2015, as amended by Resolution No. 20951 dated February 25, 2016, and pursuant to terms of the Twenty-Fourth Supplemental Indenture dated as of June 1, 2016 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2016 Series B, in the aggregate principal amount of \$300 million; (vii) on December 6, 2017, as authorized by Resolution No. 20815 dated September 24, 2015, as amended by Resolution No. 20951 dated February 25, 2016, as further amended by Resolution No. 21350 dated September 28, 2017, and pursuant to the terms of the Twenty-Fifth Supplemental Indenture dated as of December 1, 2017 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2017 Series A, in the aggregate principal amount of \$300 million; (viii) on July 11, 2019, as authorized by Resolution No. 21477 dated February 22, 2018, and pursuant to the terms of the Twenty-Seventh Supplemental Indenture dated as of July 1, 2019 between the

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Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2019 Series A, in the aggregate principal amount of \$300 million; (ix) on December 17, 2020, as authorized by Resolution No. 21477 dated February 22, 2018 and Resolution No. 22104 dated October 15, 2020, and pursuant to the terms of the Thirtieth Supplemental Indenture dated as of December 1, 2020, between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2020 Series A, in the aggregate principal amount of \$500 million; and (x) on December 16, 2021, as authorized by Resolutions No. 22180 dated February 25, 2021 and Resolution No. 22288 dated September 9, 2021, and pursuant to the terms of the Thirty-First Supplemental Indenture dated as of December 1, 2021 between the Tollway and the Trustee, the Tollway issued its Toll Highway Senior Revenue Bonds, 2021 Series A, in the aggregate principal amount of \$700 million.

Resolution No. 22288 adopted by the Tollway on September 9, 2021 authorized the issuance and delivery of \$200 million of Additional Senior Bonds (as defined in the Master Indenture) pursuant to Section 204 of the Master Indenture for the purpose of paying costs relating to the Move Illinois Program, of which \$100 million was issued on December 16, 2021. \$100 million of that authorization remains unissued (“Remaining 2021 New Money Bonds”).

The Tollway has determined that it is advisable, necessary and in the Tollway’s best interests to authorize, as supplemental authority to the authority to issue the Remaining 2021 New Money Bonds, the issuance and delivery of \$400 million of Additional Senior Bonds for the purpose of paying costs relating to the Move Illinois Program (“2022 New Money Bonds”), at one or more times as herein provided, such borrowing being for a proper public purpose and in the public interest. The Tollway, by virtue of all applicable laws, has the power to issue such 2022 New Money Bonds. It is necessary for the Tollway to approve and to authorize execution of one or more Fixed Rate Supplemental Indentures, Bond Purchase Agreements, and certain other documents and agreements

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and to perform other acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the 2022 New Money Bonds. The 2022 New Money Bonds may be issued together with the Remaining 2021 New Money Bonds, and the performance of acts necessary or convenient in connection with the implementation of this Resolution with respect to the issuance of the 2022 New Money Bonds, including, but not limited to, any acts taken in connection with the marketing, sale, issuance or documentation thereof, may be performed together with the performance of such actions with respect to the Remaining 2021 New Money Bonds.

Any 2022 New Money Bonds authorized herein shall be issued on a parity with all Senior Bonds (as defined in the Master Indenture), including the Remaining 2021 New Money Bonds, 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.

Resolution

The Tollway is authorized to issue and deliver the 2022 New Money Bonds in an aggregate principal amount not to exceed \$400 million to fund a portion of the costs relating to the Move Illinois Program. The 2022 New Money Bonds may be issued from time to time in one or more series as Additional Senior Bonds in said maximum aggregate principal amount or such lesser principal amount, all as may be determined by the Chair of the Tollway (“Chair”).

All 2022 New Money Bonds shall be issued as bonds bearing interest at fixed rates and paying interest semiannually. Each series of 2022 New Money Bonds shall be issued pursuant to, and have such terms and provisions as are set forth in, a

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supplemental indenture (each, a “2022 Supplemental Indenture”) between the Tollway and the Trustee, supplementing and amending the Master Indenture.

In connection with the issuance of each series of 2022 New Money Bonds, the Chair is hereby authorized to execute, and the Secretary of the Tollway (“Secretary”) is hereby authorized to attest to, a 2022 Supplemental Indenture meeting the requirements of the Master 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 related to the Move Illinois Program, with such revisions, insertions and modifications necessary therein including, without limitation, such revisions as shall be necessary to incorporate provisions relating to (i) the dating, series designation, denominations, interest payment dates, redemption provisions, registration and transfer of the 2022 New Money Bonds, and (ii) the application of proceeds of the 2022 New Money Bonds for 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 the Tollway’s approval of such revisions, insertions, and modifications thereof. Any 2022 Supplemental Indenture with respect to any 2022 New Money Bonds issued together with Remaining 2021 New Money Bonds may provide terms collectively for both such 2022 New Money Bonds and Remaining 2021 New Money Bonds.

Terms of 2022 New Money Bonds. The 2022 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 2022 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 2022 New Money Bonds determined by the Chair as desirable to be reflected in the title of the 2022 New Money Bonds being issued. The 2022 New Money Bonds of a series shall mature no later than twenty-five (25) years from their date. Each series of 2022 New Money Bonds

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shall bear interest at a rate or rates not to exceed 8.00 percent per annum. Interest shall be payable on each series of 2022 New Money Bonds semiannually at such times and on such terms as shall be provided in the related Supplemental Indenture.

The 2022 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 Tollway (or facsimile thereof) shall be impressed or otherwise reproduced thereon. The 2022 New Money Bonds of a series shall be prepared in the form attached to the related Supplemental Indenture.

Any portion of the 2022 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 (“Taxable Bonds”) if determined by the Chair to be beneficial to the Tollway.

Redemption. The 2022 New Money Bonds of a series may be made subject to redemption prior to maturity at the option of the Tollway, at such times and at redemption prices of par plus accrued interest, which redemption prices may also include a redemption premium for each 2022 New Money Bond to be redeemed expressed as a percentage not to exceed two percent (2%) of the principal amount of the 2022 New Money Bonds being redeemed. Certain of the 2022 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.

Notwithstanding the foregoing, such 2 percent (2%) limitation on the redemption premium for 2022 New Money Bonds to be redeemed shall not apply in the case of Taxable Bonds where the redemption price is based upon a formula

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designed to compensate the owner of the 2022 New Money Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a “make-whole” redemption price (“Make-Whole Redemption Price”). At the time of sale of the 2022 New Money Bonds, the Chair, by execution of a Bond Purchase Agreement (as hereafter defined), shall determine the provisions of the formula to be used to establish any Make-Whole Redemption Price. The terms and provisions of any applicable Make-Whole Redemption Price shall be set forth in the related Supplemental Indenture.

Sale of Bonds. The Chair is hereby authorized on behalf of the Tollway to sell all or any portion of the 2022 New Money Bonds through negotiated sale to one or more underwriters qualified by Tollway procurement process RFP#16-0155, which underwriters may consist of an underwriting group represented by one or more senior managing underwriters. The 2022 New Money Bonds sold through negotiated sale may be sold and delivered to the underwriter(s) subject to the terms and conditions of one or more Bond Purchase Agreements between the Tollway and the underwriter(s) (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 to, each Bond Purchase Agreement in substantially the form previously used in connection with the sale of fixed rate revenue bonds of the Tollway issued to finance costs related to the Move Illinois Program, with such revisions, insertions, 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 the Tollway’s approval of such revisions, insertions, and modifications thereof.

If underwriters established pursuant to Tollway procurement process RFP#16-0155 are not available, the Chair is hereby authorized on behalf of the

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Tollway to sell all or any portion of the Remaining 2021 New Money Bonds and 2022 New Money Bonds by method of competitive sale to one or more underwriters providing bids, based upon lowest true interest cost to the Tollway.

Bond Insurance. In connection with any sale of 2022 New Money Bonds, the Tollway, acting through the Chair or the Chief Financial Officer, is hereby authorized to obtain one or more policies of bond insurance from recognized bond insurers selected by the Chair or the Chief Financial Officer, if such officer determines such bond insurance to be desirable in connection with such sale of the 2022 New Money Bonds. The related Supplemental Indenture may include covenants with such bond insurer that are not inconsistent with the provisions of this Resolution and the Master Indenture and are necessary to carry out the purposes of this Resolution.

Notice of Sale. To the extent bonds are sold by method of competitive sale, the preparation, use and distribution of a Notice of Sale and Bid Form in substantially similar form as presented in Exhibit A (“Notice of Sale”) relating to a competitive sale of the 2021 Remaining New Money Bonds and 2022 New Money Bonds is hereby approved.

Preliminary Official Statement. The preparation, use and distribution of one or more Preliminary Official Statements relating to the Remaining 2021 New Money Bonds and 2022 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 Tollway issued to finance costs related to 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 Remaining 2021 New Money Bonds and 2022 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

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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 Remaining 2021 New Money Bonds and 2022 New Money Bonds being sold) is hereby approved. The Chair is authorized and directed to execute the Official Statement on behalf of the Tollway, and the Chair's execution thereof shall constitute conclusive evidence of the Chair's approval and the Tollway'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 Remaining 2021 New Money Bonds and 2022 New Money Bonds shall be applied as determined by the Chair and the Chief Financial Officer of the Tollway and as set forth in the Supplemental Indenture authorizing such Remaining 2021 New Money Bonds and 2022 New Money Bonds, as follows:

- (i) to the payment of costs related to the Move Illinois Program;
- (ii) to make any required deposit to the Debt Reserve Account held under the Master Indenture;
- (iii) the amount representing accrued interest received, if any, to the first interest becoming due on the bonds sold;
- (iv) to the payment of interest to become due on the bonds of such series for a period not later than three years from the date of issuance of such bonds as shall be determined by the Chair in connection with the issuance of such bonds;
- (v) to pay customary expenses related to the issuance of such bonds; and
- (vi) to such other purposes that are not inconsistent with the terms and provisions of this Resolution.

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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 Remaining 2021 New Money Bonds and 2022 New Money Bonds issued on a tax-exempt basis comply with federal tax law relating to tax-exempt bonds, including not constituting “arbitrage bonds” under the Internal Revenue Code of 1986, as amended, and to effectuate the issuance and delivery of such 2022 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 Tollway.

Continuing Disclosure. The Chair is authorized to execute and deliver a Continuing Disclosure Agreement evidencing the Tollway’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 Remaining 2021 New Money Bonds and 2022 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 Tollway to finance costs of the Move Illinois Program, with such revisions, insertions, and modifications therein as shall be approved by the Chair and that are not inconsistent with the terms and provisions of this Resolution and Resolution No. 22288, such execution to constitute conclusive evidence of the Chair’s approval and the Tollway’s approval of such revisions, insertions, and modifications thereof.

Authorized Acts. The Chair, the Executive Director, the Secretary, the Chief Financial Officer, the General Counsel, and the Chief Engineering Officer of the Tollway 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 Remaining 2021 New Money Bonds and 2022 New Money Bonds and the execution and delivery of each Supplemental Indenture, Bond Purchase

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Agreement, Notice of Sale, Official Statement, and Continuing Disclosure Agreement.

Ratification. All acts and undertakings of the officials or officers of the Tollway that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Remaining 2021 New Money Bonds and 2022 New Money Bonds are in all respects approved and confirmed.

Costs of Issuance. The Chief Financial Officer of the Tollway is authorized to pay the costs of issuance of the Remaining 2021 New Money Bonds and 2022 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, the premium or fee for bond insurance, if any, and all other reasonable and necessary fees, expenses and costs of the Tollway incurred in connection with the issuance of the Remaining 2021 New Money Bonds and 2022 New Money Bonds.

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

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.

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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

EXHIBIT A
FORM OF
NOTICE OF SALE AND BID FORM

Official Notice of Sale

**[\$Par Amount]
The Illinois State Toll Highway Authority
Toll Highway Senior Revenue Bonds, [Year] Series [x]**

Notice is hereby given that sealed bids for the Bonds (as defined below) will be received by The Illinois State Toll Highway Authority (the “Authority”) on [insert sale date] (the “Bid Date”), via PARITY, at the times and in the manner described below, for the purchase of the following described bonds of the State:

[\$Par Amount] Toll Highway Senior Revenue Bonds, [Year] Series [x] (the “Bonds”), until [__:__] A.M. (Central [Standard/Daylight] Time).

The Bonds will be dated the date of issuance thereof, and will be issued in fully registered form, without coupons. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 and any integral multiple thereof. Each Successful Bidder (as hereinafter defined) will not receive certificates representing their interest in the Bonds purchased unless the book-entry system is terminated. The Bonds will be payable as to principal on [January] 1 of each of the years [20xx] through [20xx], as more fully set forth in the Preliminary Official Statement, dated [insert date of POS] (the “Preliminary Official Statement”). [The Bonds are subject to optional redemption on or after [January 1, 20xx], as provided in the Preliminary Official Statement.] The Bonds will be subject to mandatory sinking fund redemption if the winning bidder exercises the option described in the next sentence. Bidders have the option to designate and aggregate consecutive maturities of a series of Bonds into term bonds, as more fully described in the Preliminary Official Statement. Capitalized terms used in this Official Notice of Sale and not defined herein will have the meanings set forth in the Preliminary Official Statement

Principal of and interest (payable semiannually on the first day of [January] and [July] of each year, beginning on [First Interest Payment Date] on the Bonds will be paid by The Bank of New York Mellon Trust Company, N.A., as successor trustee (“Trustee”) to DTC, which will remit such principal and interest to DTC’s participants, who in turn will be responsible for remitting such

payments to the beneficial owners of the Bonds, all as more fully described in the Preliminary Official Statement.

Bids for the Bonds shall be submitted electronically via PARITY pursuant to this Official Notice of Sale until the respective times set for the sale of such series of Bonds as specified above, but no bid will be received after the respective time set as specified above for receiving bids for such series of the Bonds. **Any prospective bidder that intends to submit a bid must submit its bid through PARITY. No in-person or faxed bids will be accepted.** Subscription to i-Deal's PARITY Competitive Bidding System is required in order to submit an electronic bid. The Authority will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed to incorporate the provisions of this Official Notice of Sale and the Official Bid Form for the Bonds. Any such electronic bid shall be deemed to constitute an irrevocable offer to purchase the Bonds for which a bid is submitted on the terms provided herein and shall be binding upon each Successful Bidder. The Authority shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of this Official Notice of Sale shall conflict with any instructions or directions set forth in PARITY, the terms of this Official Notice of Sale shall control. For further information about PARITY, potential bidders may contact Ipreo at 1359 Broadway, 2nd Floor, New York, New York 10018, and by telephone at (212) 849-5021. All costs and expenses incurred by potential bidders in connection with their registration and submission of bids via PARITY (including any legal expenses) are the sole responsibility of the bidders, and the Authority is not responsible, directly or indirectly, for any of such costs or expenses.

SECURITY

The Bonds are being issued and secured under an Amended and Restated Trust Indenture effective as of March 31, 1999, amending and restating a Trust Indenture dated as of December 1, 1985 (as amended, restated and supplemented to the date hereof, "Amended and Restated Indenture") from the Authority to the Trustee, and a [Thirty-____] Supplemental Indenture dated as of [_____] 1, ____] by and between the Authority and the Trustee ("[Thirty-____] Supplemental Indenture" and collectively with the Amended and Restated Indenture, "Indenture"). All Bonds issued under the Indenture, including the Bonds, are payable solely from and secured solely by a pledge of and lien on the Net Revenues (as defined in the Preliminary Official

Statement) and certain other funds as provided in the Indenture.

THE BONDS AND ANY OTHER BONDS ISSUED UNDER THE INDENTURE DO NOT REPRESENT OR CONSTITUTE A DEBT OF THE AUTHORITY OR OF THE STATE OF ILLINOIS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE AUTHORITY OR THE STATE OF ILLINOIS, OR GRANT TO THE OWNERS OR HOLDERS THEREOF ANY RIGHT TO HAVE THE AUTHORITY OR THE ILLINOIS GENERAL ASSEMBLY LEVY ANY TAXES OR APPROPRIATE ANY FUNDS FOR THE PAYMENT OF THE PRINCIPAL THEREOF, PREMIUM, IF ANY, OR INTEREST THEREON, OTHER THAN AS MAY BE AUTHORIZED UNDER THE TOLL HIGHWAY ACT AND PLEDGED IN ACCORDANCE WITH THE INDENTURE.

RATINGS AND BOND INSURANCE

Moody's Investors Service, Inc. has assigned a rating of "[Aa3]" ([Stable] Outlook) to the Bonds, S&P Global Ratings has assigned a rating of "[AA-]" ([Stable] Outlook) to the Bonds and Fitch Ratings Inc. has assigned a rating of "[AA-]" ([Stable] Outlook) to the Bonds. Additional information about the ratings on the Bonds is set forth in the Preliminary Official Statement. As part of the Authority's application for such ratings, certain information and materials, some of which are not contained herein, have been supplied to such rating agencies. The ratings are neither a "market" rating nor a recommendation to buy, sell or hold the Bonds and the ratings and the Bonds should be evaluated independently.

[The Authority is not securing the Bonds with bond insurance or any other form of credit enhancement.

Bidders, at their own expense, may elect to insure all or a portion of a series of the Bonds, and such insurance may be obtained from one or more bond insurance providers identified by the Successful Bidder on the Official Bid Form.

The Successful Bidder (as defined below) for a series of the Bonds agrees to disclose to the Authority the cost of any such insurance obtained from each (if more than one) insurance provider used, and to which serial bond or term bond maturity or maturities such insurance applies. The Successful Bidder must certify to the net interest cost benefit from the use of bond insurance, as more fully described in Part IV of the form of Certificate of Purchaser attached hereto in Exhibit I (the "Certificate of Purchaser"). Insured ratings with the use of bond insurance, if required, are to be applied for by the Successful Bidder, and costs incurred for such ratings must be paid at the Successful Bidder's expense.]

BIDDING DETAILS

The Bonds hereby offered will be awarded to the bidder (each a “SuccessfulBidder”) whose bid conforms to the terms of this Official Notice of Sale and which bid results in the lowest “true interest cost” (“TIC”) for the Bonds, determined as follows: The TIC is the discount rate (expressed as a per-annum percentage rate) which, when used in computing the present value of all principal and interest to be paid on the Bonds, from the scheduled payment dates back to the date of delivery, produces a present value amount equal to the price bid, including premium or discount, if any, to the date of delivery. Payments of principal and interest on the Bonds shall be based on the principal amount set forth in the Official Bid Form and the interest rates specified by the SuccessfulBidder for the Bonds. The computation of present value shall be based on the number of semiannual periods between the scheduled payment dates and the date of delivery, using a 360-day year of twelve 30-day months.

In the event of more than one bid for the Bonds specifying the lowest TIC as defined above, it shall be the option of the Authority to propose that the Successful Bidders for such series of the Bonds syndicate the award as such bidders may mutually agree, or to select by lot among the bidders with the lowest TIC, in which case such determination by the Authority shall be considered final.

In the event of more than one Successful Bidder for the Bonds, there shall be decided between them which bidder shall assume the primary role of Successful Bidder with respect to the Bonds, including the payment of expenses, good faith deposit, and other disclosures and representations as required herein.

Bidders are to specify a rate of interest per annum to be paid on each maturity of the related series of Bonds, subject to the following limitations:

(i) all Bonds of the same series and maturity year (whether a serial maturity or a wholly designated and consecutive sinking fund redemption of a term bond as provided in the Preliminary Official Statement) must bear the same rate of interest and no one Bond shall bear more than one rate of interest;

(ii) bidders are invited to name the rate of interest per annum that each maturity of the related series of the Bonds are to bear in multiples of one-eighth (1/8th) or one-twentieth (1/20th) of one percent;

(iii) a zero rate of interest may not be named, and each rate of interest must be at least [.__%] and may not exceed [.__%];

(iv) the price at which the Bonds are initially purchased from the Authority must be at least [___%] of the par value of the Bonds.

Proposals may specify any number of interest rates, subject to clauses (i) through (iv) above.

[Each Successful Bidder will be required to post a good faith deposit in the amount of {\$_____} (the “Deposit”) for the Bonds by wire transfer to be received by the Trustee prior to __:00 P.M. (Central [Standard/Daylight] Time) on the Bid Date. The Authority will provide wire transfer directions at the time of the award.

The Authority may hold the proceeds of any Deposit or invest the same (at the Authority’s risk) in obligations that mature at or before the delivery of the Bonds, until disposed of as follows: (a) at the delivery of the Bonds and upon compliance with the Successful Bidder’s obligation to take up and pay for the Bonds, the full amount of such Deposit held by the Authority, without adjustment for interest, shall be applied toward the purchase price of the Bonds at that time, and the full amount of any interest earnings thereon shall be retained by the Authority, and (b) if the Successful Bidder fails to take up and pay for such Bonds when tendered, the full amount of such Deposit plus any interest earnings thereon will be forfeited to the Authority as liquidated damages.

Action awarding the Bonds or rejection of all bids for the Bonds, will be taken no later than three hours after expiration of the time prescribed in this Official Notice of Sale for the receipt of bids. Notice of award will be given promptly to the Successful Bidder. The right is reserved to reject any or all bids and to waive any irregularity or informality in any bid.

The Successful Bidder for the Bonds will be required, on or prior to the date of issue of such Bonds (or, in the case such Successful Bidder elects the “hold-the-offering- price rule” as defined below, on the Bid Date), to actually offer 100% of each maturity of the Bonds to the public (as hereinafter defined) in a bona fide public offering at the Initial Offering Price (as hereinafter defined). Prior to the delivery of the Bonds, the Successful Bidder for such series of the Bonds must submit to the Authority the Certificate of Purchaser, in the form attached hereto as Exhibit I, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Authority and [FIRM] (“Bond Counsel”), as described under “ESTABLISHMENT OF ISSUE PRICE” herein.

[____], municipal advisor to the Authority, will timely apply for CUSIP numbers with respect to the Bonds as required by MSRB Rule G-34. [All expenses for the printing of the CUSIP numbers, including the CUSIP Global Services charge for the assignment of said numbers, shall be the responsibility of, and shall be paid for by, each such Successful Bidder.]

[Each Successful Bidder will be required to provide to the Authority (i) the respective

percentages of participation and compensation of each underwriter in its bidding syndicate pursuant to an Agreement Among Underwriters or other arrangement among the members of the bidding syndicate and (ii) an identification of which members in the bidding syndicate are minority owned businesses, female owned businesses and businesses owned by persons with disabilities (as such firms are defined in the Business Enterprise for Minorities, Females, and Persons with Disabilities Act of the State, as amended; see 30 ILCS 575/0.01 et seq.).]

[The Authority encourages, but does not require, that at least []% of each series of the Bonds are underwritten by minority owned firms, woman owned firms, or firms owned by persons with disabilities.]

In order for each Successful Bidder to be awarded the Bonds, the Successful Bidder must also certify that it did not and will not pay a contingent fee, whether directly or indirectly, to a third party for having promoted the award of the Bonds to such Successful Bidder.

The Authority reserves the right to cancel or amend this Official Notice of Sale and reject any and all bids for any reason.

CHANGE OF BID DATE OR TIME

The Authority reserves the right to change, from time to time, the date and/or time established for the receipt of bids and will undertake to notify registered prospective bidders via notification published via PARITY.

A change of the bid date and/or time will be announced via PARITY not later than []: [] A.M., Central [Standard/Daylight] Time, on the Bid Date or any alternative announced date for receipt of bids, and an alternative sale date and time will be announced via PARITY at least 12 hours prior to such alternative date and/or time for receipt of bids.

On any such alternative date and/or time for receipt of bids, the Authority will accept electronic bids for the purchase of the Bonds, such bids to conform in all respects to the provisions of this Official Notice of Sale, except for the changes in the date and/or time for receipt of bids and any other changes announced via PARITY at the time the date and time for receipt of bids are announced.

ESTABLISHMENT OF ISSUE PRICE

(a) The Successful Bidder shall assist the Authority in establishing the issue price of each maturity of the Bonds and shall execute and deliver to the Authority on the hereinafter defined Closing Date an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of each maturity of the Bonds, together with

the supporting pricing wires or equivalent communications, substantially in the form of the Certificate of Purchaser attached hereto as Exhibit I, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Authority and Bond Counsel. All actions to be taken by the Authority under this Official Notice of Sale to establish the issue price of each series of the Bonds may be taken on behalf of the Authority by the Municipal Advisor and any notice or report to be provided to the Authority may be provided to the Municipal Advisor. Within one hour of the award, the Successful Bidder provide to the Authority the expected Initial Offering Price of each maturity of the Bonds, which such Successful Bidder used in formulating its bid for the Bonds.

(b) The Authority intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

(1) the Authority shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders for the Bonds shall have an equal opportunity to bid, and no bidder will have the opportunity to review other bids before providing a bid;

(3) the Authority may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the Authority anticipates awarding the sale of the Bonds to the bidder for the Bonds who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied with respect to the Bonds, the Authority shall so advise the Successful Bidder for the Bonds. Subject to such Successful Bidder electing the hold-the-offering-price rule hereinafter described, the Authority shall then treat the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of such maturity of the Bonds. Such Successful Bidder shall advise the Authority if such maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Authority will *not* require bidders to comply with the “hold-the-offering-price rule” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity, unless the Successful Bidder for the Bonds elects to comply with the hold-the-offering-price rule for such maturity. Bids will *not* be subject to cancellation in the event that the competitive sale requirements are not satisfied. *Bidders should*

prepare their bids on the assumption that the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds, unless the Successful Bidder for the Bonds elects to comply with the hold-the-offering-price rule for the Bonds.

(c) Until the 10% test has been satisfied as to a maturity of the Bonds, the Successful Bidder for the Bonds agrees to promptly report to the Authority the prices at which the unsold Bonds of such maturity have been sold to the public; this reporting obligation shall only extend to the Closing Date if the competitive sale requirements are satisfied. If the competitive sale requirements are not satisfied or the Successful Bidder for the Bonds has not elected to apply the hold-the-offering-price rule with respect to the Bonds, that reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to such maturity of the Bonds or until all Bonds of that maturity have been sold to the public. In the event the Successful Bidder for the Bonds elects to apply the hold-the-offering-price rule to the Bonds, the reporting obligation described immediately above shall only continue to the Closing Date with respect to the Bonds.

(d) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Successful Bidder for the Bonds that either the 10% test has been satisfied as to such maturity of the Bonds or all Bonds of such maturity have been sold to the public, if and for so long as directed by the respective Successful Bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Successful Bidder for the Bonds or such underwriter that either the 10% test has been satisfied as to the Bonds of such maturity, or all Bonds of such maturity have been sold to the public, if and for so long as directed by the Successful Bidder for the Bonds or such underwriter for the Bonds and as set forth in the related pricing wires, which shall be at least until the 10% test has been satisfied as to such maturity of the Bonds or until all Bonds of such maturity have been sold to the public.

(e) The Authority is not requiring the application of the hold-the-offering-price rule (defined in (g) below) to the Bonds. The Successful Bidder for the Bonds may elect to apply the hold-the-offering-price rule to the Bonds.

(f) The Authority may determine to treat (i) the first price at which 10% of a maturity of the Bonds is sold to the public as the issue price of that maturity and/or (ii) if the Successful Bidder for a series of the Bonds elects to apply the hold-the-offering-price rule, as described below, to any maturity of such series of the Bonds, the initial offering price to the public as of the sale date of the Bonds as the issue price of such maturity of the Bonds (the “hold-the-offering-price rule”). The Successful Bidder for the Bonds may, in its discretion, agree to apply the hold-the-offering-price rule to the Bonds. The Authority is not requiring that the Bonds be subject to the hold-the-offering-price rule. If the Successful Bidder for the Bonds so elects to apply the hold-the-offering-price rule to the Bonds, which election will be made in the report of the final interest rates and prices of each maturity of the Bonds agreed to between the Successful Bidder for the Bonds and the Authority, such Successful Bidder shall (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date of award at the offering price (the “initial offering price”), or at the corresponding yield, set forth in the bid submitted by such Successful Bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of a maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of such maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(g) Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

(1) “public” means any person other than an underwriter or a related party,

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are

corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) “sale date” means the date that the Bonds are awarded by the Authority to the Successful Bidder for the Bonds.

(h) By submitting a bid for a series of Bonds, a bidder represents and warrants to the Authority that the bidder has an established industry reputation for underwriting new issuances of municipal bonds.

PROVISIONS RELATING TO RULE 15C2-12

Preliminary Official Statement

The Authority has deemed the Preliminary Official Statement “final” as of its date for purposes of Section (b)(1) of Rule 15c2-12 (the “Rule”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for such information which is permitted to be omitted pursuant to Section (b)(1) of the Rule.

Final Official Statement

Upon the sale of the Bonds, the Authority will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. By submission of its bid, each Successful Bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. The Authority will provide each Successful Bidder with a reasonable number of final Official Statements no later than seven business days following the date of sale. Each Successful Bidder agrees to supply to the Authority all necessary pricing information and any underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds. A reoffering price and yield must be provided for each bond maturity, and may not be indicated as “not reoffered.” *Continuing Disclosure*

The Authority will enter into a written agreement or contract, constituting an undertaking (the “Undertaking”) to provide ongoing disclosure about the Authority for the benefit of the beneficial owners of the Bonds on or before the date of delivery of the Bonds as required under Section (b)(5) of the Rule 15c2-12. The form of the Undertaking is set forth as [\[APPENDIX D\]](#) to

the Preliminary Official Statement. Information with respect to the Authority's compliance with prior continuing disclosure undertakings for the last five years can be found in "CONTINUING DISCLOSURE" in the Preliminary Official Statement. The obligation of each Successful Bidder to purchase the respective series of the Bonds shall be conditioned upon the Authority delivering the Undertaking on or before the date of delivery of the Bonds.

OTHER MATTERS

The separate approving opinions of Bond Counsel, covering the legality of and federal tax treatment of the interest on each series of the Bonds, the forms of which are set forth as APPENDIX F in the Preliminary Official Statement, will be furnished to the Successful Bidder, as the purchaser of the respective series of the Bonds, as described above, and all bids must be so conditioned. The Authority will provide the usual closing certificates dated as of the date of delivery of and payment for the Bonds, including a statement that there is no litigation pending, or to the knowledge of the signer thereof, threatened, affecting the legality of the Bonds.

The Bonds are expected to be ready for delivery on or about [_____, ____] (the "Closing Date"), and at delivery will be registered in the name of Cede & Co., as described above. Delivery of the Bonds will be made to DTC in New York, New York, without cost to the Successful Bidders. Payment for the Bonds must be made in Federal Reserve Bank funds which will be immediately available in Chicago on the day of delivery. Each Successful Bidder shall have the right, at its option, to cancel the contract to purchase the Bonds if such series of the Bonds is not tendered for delivery to the respective Successful Bidder within 30 days from the date of sale thereof, and in such event the respective Successful Bidder shall be entitled to the return of its Deposit. The Authority shall have the right, at its option, to cancel the contract of purchase if upon tender of the Bonds for delivery, a Successful Bidder shall not have accepted delivery and paid for such series of the Bonds, in which event its Deposit, without adjustment for interest, accompanying such bid shall be forfeited to the Authority as payment of damages for failure to comply with the contract of purchase for such Bonds.

The Preliminary Official Statement, this Official Notice of Sale and the Official BidForms, together with other pertinent information, may be obtained from the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System or as follows:

From The Illinois State Toll Highway Authority, Attention: [_____, 2700 Ogden Avenue, Downers Grove, Illinois 60515, Telephone: (630) 241-6800, Email: mmcintyre@getipass.com.

From _____, Bond Counsel, Attention:, Telephone: (, Email: k.

From _____, Municipal Advisor, Attention: _____, Telephone:, Email: .

Dated this ___ th day of _____, ____.

DOROTHY ABREU
Chair

EXHIBIT I

**FORM OF CERTIFICATE OF PURCHASER
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
TOLL HIGHWAY SENIOR REVENUE BONDS, _____ SERIES ____**

(To be provided by Authority for execution and delivery by Successful Bidder prior to closing)

The undersigned, on behalf of _____ (the “*Purchaser*”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “*Bonds*”).

I. General

On the Sale Date, the Purchaser purchased the Bonds from The Illinois State Toll Highway Authority (the “*Authority*”) by submitting electronically an “Official Bid Form” responsive to an “Official Notice of Sale” and having its bid accepted by the Authority. The Purchaser has not modified the terms of the purchase since the Sale Date.

II. Price

[Competitive Sale Rules (3 bids received)]

[1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering price of each Maturity of the Bonds to the Public by the Purchaser is the price listed in *Schedule A* (the “*Expected Offering Prices*”). The Expected Offering Price is the price for such Maturity of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as *Schedule B* is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given an exclusive opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.]

[10% Test – All Bonds Sold]

[1. As of the date of this certificate, the first price at which at least 10% of each Maturity of the Bonds was sold to the Public is the respective price listed in *Schedule C*.]

[10% Test – Not All Bonds Sold]

[1. As of the date of this certificate, the Purchaser has not sold at least 10% of each Maturity of the Bonds at any price.

2. As of the date of this certificate, the Purchaser reasonably expects that the first sale to the Public of an amount of each Maturity of the Bonds equal to 10% or more will be at or below the Expected Sale Price for such Maturity listed on the attached *Schedule A* (the “*Expected First Sale Price*”).

3. The Purchaser agrees to comply with the price reporting requirements with respect to the Bonds as set forth in the Official Notice of Sale for the Bonds under the caption “ESTABLISHMENT OF ISSUE PRICE.”]

[Hold the Offer Price]

[1. The Purchaser offered each Maturity of the Bonds to the Public for purchase at the initial offering price listed in *Schedule A* (the “Initial Offering Price”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as *Schedule B*.

2. As set forth in the Official Notice of Sale and bid award, the Purchaser has agreed in writing that, (i) it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price during the Holding Period for such Maturity (the “*Hold-The-Offering-Price Rule*”), and (ii) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement would contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-The-Offering-Price Rule.

3. No Underwriter (as defined below) has offered or sold any Bonds of any Maturity at a price that is higher than the respective Initial Offering Price during the Holding Period.]

III. Definitions

(a) *Holding Period* means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([_____, ____]), or (ii) the date on which the Purchaser has sold at least 10% of the Bonds to the Public at prices that are no higher than the Initial Offering Price.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(d) A person is a “*Related Party*” to an Underwriter if the Underwriter and the person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the Bonds. The Sale Date of the Bonds is [_____, ____].

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

[IV. Bond Insurance Provisions, if required

The present value of the fees paid and to be paid for the Credit Facility (using as a discount rate the expected Yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Credit Facility. The fees paid and to be paid for the Credit Facility does not exceed a reasonable, arm’s-length charge for the transfer of credit risk. The fee does not include any payment for any direct or indirect services other than the transfer of credit risk.]

V. Use of Representations and Certifications

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied

upon by the Authority with respect to certain of the representations and with respect to compliance with the federal income tax rules affecting the Bonds, and by [Firm Name], Bond Counsel, in connection with rendering their opinions concerning interest on the Bonds, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Authority from time to time relating to the Bonds.

All terms not defined herein shall have the same meanings as in the Tax Exemption Certificate and Agreement with respect to the Bonds, to which this Certificate is attached.

Dated: _____, _____

Very truly yours,

By _____

Its _____

OFFICIAL BID FORM – _____ SERIES __ BONDS

Chief Financial Officer
 The Illinois State Toll Highway Authority

For the Toll Highway Senior Revenue Bonds, _____ Series __ (the “Bonds”), dated the date of issuance thereof, maturing as set forth below, and which Bonds are to be secured as set forth in the Official Notice of Sale, which is made a part hereof by reference, we will pay you the sum of:

\$ _____
 (Purchase price not to be less than [____%] of the aggregate par amount of the Bonds).

The \$____,____,____ aggregate principal amount of Bonds are to bear interest at the following respective interest rates (each a multiple of 1/8th or 1/20th of 1%), each of which must be at least 3.00% and may not exceed [5.00]% for the Bonds of each designated [January] 1 maturity.⁽¹⁾

20__	\$ _____	____%
20__	_____	____%
20__	_____	____%
20__	_____	____%
20__	_____	____%
20__	_____	____%
20__	_____	____%
20__	_____	____%
20__	_____	____%
20__	_____	____%
20__	_____	____%

The Bonds are not subject to optional redemption prior to maturity.

(1) Bidders should carefully review the interest rate limitations and specifications set forth in the Official Notice of Sale under the heading “BIDDING DETAILS.” All Bonds of the same maturity year must bear the same rate of interest and no one Bond shall bear more than one rate of interest.

We hereby specify that the following Bonds be designated and aggregated into term bonds maturing on [January] 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

MATURITIES DESIGNATED AND AGGREGATED	YEAR OF TERM BOND MATURITY	PRINCIPAL AMOUNT
20__ through 20__	_____	\$_____
20__ through 20__	_____	_____
(add additional term bonds as appropriate)		

Each designated maturity of term bonds shall be subject to mandatory sinking fund redemption at par in one or more consecutive years immediately preceding the year of maturity. Such mandatory sinking fund redemptions and payments at maturity shall be in the respective principal amounts shown on the inside cover pages of the Preliminary Official Statement and may not overlap with such payments of another term or serial bond. Serially maturing bonds may intervene between maturities of optionally designated term bonds.

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of [Firm Name], Bond Counsel.

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the Authority in the Bond transaction and, if such bidder has retained the Bond Counsel firm in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does, consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the Authority in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

We hereby certify that we did not and will not pay a contingent fee, whether directly or indirectly, to a third party for having promoted the award of the Bonds to us.

As evidence of our good faith we will wire a deposit (the "Deposit") in the amount of \$[_, _], in accordance with your Official Notice of Sale, which is made a part hereof by reference.

Wire Instructions:

Amount: \$ _____
ABA Routing #: _____
Account #: _____
Account Name: _____
Attn: _____

Respectfully submitted:

Name: _____
ACCOUNT MANAGER
By: _____
Address: _____
City _____ State _____
Telephone _____
E-mail Address _____

BIDDERS OPTION INSURANCE
We have purchased insurance as follows:
Name of Insurer: _____
Maturities Insured: _____
Policy Premium: _____

For information only, and not as a part of this bid, we calculate that on a true interest cost basis (calculated to the date of delivery), the net effective interest rate is _____% per annum.

EXHIBIT A

This bid was accepted and Bonds sold on [_____, ____], and receipt is hereby acknowledged of the Deposit in accordance with the terms of the Official Notice of Sale.

Chair, The Illinois State Toll Highway Authority

RESOLUTION NO. 22458

Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Automated External Defibrillators through the Central Management Services’ (“CMS”) master contract with Second Chance Cardiac Solutions, Inc., Tollway Contract No. 22-0048, for an upper limit of compensation not to exceed \$294,231.65. These goods and/or services are being obtained pursuant to 44 Ill. Adm. Code 1.1040.

Resolution

Utilization of the CMS master contract for the purchase of Automated External Defibrillators from Second Chance Cardiac Solutions, Inc. is approved in an amount not to exceed \$294,231.65. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief of Contract Services is authorized to issue the necessary purchase orders, contract purchase orders and any other necessary documents in connection therewith. The Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22459

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-22-4839 for Drainage Improvements on the Tri-State Tollway (I-94) between Mile Post 15.0 (Half Day Road) and Mile Post 21.9 (Atkinson Road). The lowest responsive and responsible bidder on Contract No. RR-22-4839 is Foundation Mechanics, LLC in the amount of \$1,549,000.00.

Resolution

Contract No. RR-22-4839 is awarded to is Foundation Mechanics, LLC in the amount of \$1,549,000.00, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chair and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 22460

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-22-4840 for Bridge Sealing on the Tri-State Tollway (I-94) between Mile Post 16.6 (Canadian National Railway) and Mile Post 1.1 US 41. The lowest responsive and responsible bidder on Contract No. RR-22-4840 is Vixen Construction, Inc. in the amount of \$275,807.92.

Resolution

Contract No. RR-22-4840 is awarded to Vixen Construction, Inc. in the amount of \$275,807.92, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chair and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22461

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract RR-22-4843 for Concrete Pavement Repairs on the Jane Addams Memorial Tollway (I-90) between Mile Post 18.5 (Kishwaukee River) and Mile Post 78.9 (River Road). The lowest responsive and responsible bidder on Contract No. RR-22-4843 is Sumit Construction Co., Inc. in the amount of \$6,337,026.00.

Resolution

Contract No. RR-22-4843 is awarded to Sumit Construction Co., Inc. in the amount of \$6,337,026.00, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chair and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 22462

Background

The Illinois State Toll Highway Authority (“Tollway”) advertised for sealed bids on Contract I-21-4837 for Active Traffic Management (ATM) System / Intelligent Transportation System (ITS) Device and Fiber Installation on the Tri-State Tollway (I-294) between Mile Post 36.3 (Wolf Road) and Mile Post 40.0 (Balmoral Avenue). The lowest responsive and responsible bidder on Contract No. I-21-4837 is Aldridge Electric, Inc. in the amount of \$12,961,987.60.

Resolution

Contract No. I-21-4837 is awarded to Aldridge Electric, Inc. in the amount of \$12,961,987.60, 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 and Chief Executive Officer of the Tollway is authorized to execute the aforementioned Contract, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

If the bidder fails to satisfy the contract award requirements, the Executive Director is authorized to approve an award to the next lowest responsible bidder in accordance with the applicable contract award requirements and execution of all contract documents by the bidder and the Tollway. The Chair and Chief Executive Officer of the Tollway is authorized to execute any contract awarded to the next lowest bidder, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22463

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No 22056 approved on July 16, 2020, entered into Contract No. I-17-4339 with Judlau Contracting, Inc. for Roadway and Bridge Widening and Reconstruction on the Tri-State Tollway (I-294) between Mile Post 35.04 (South of Grand Avenue) and Mile Post 36.70 (Wolf Road) and I-490 Ramp S1 and Ramp S2. It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-17-4339, by an amount not to exceed \$5,377,000.00, to provide for schedule recovery in the form of premium time for extended shifts and weekend work, resequencing operations, additional labor and equipment, and additional traffic crossover construction to mitigate against future cost increases and impacts to adjacent contract construction and winter operations. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of a Change Order / Extra Work Order increasing the upper limit of compensation on Contract No. I-17-4339 in an amount not to exceed \$5,377,000.00.

Resolution

A Change Order / Extra Work Order in the amount of \$5,377,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-17-4339, increasing the upper limit of compensation from \$156,230,909.68 to \$161,607,909.68, is approved. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 22464

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22149 approved on December 17, 2020, entered into Contract No. I-19-4458 with F.H. Paschen, S.N. Nielsen & Associates, LLC for Roadway & Bridge Widening and Reconstruction on the Tri-State Tollway (I-294) from Mile Post 33.44 (North Avenue) to Mile Post 35.04 (South of Grand Avenue). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-19-4458, in an amount not to exceed \$5,875,000.00, to provide for schedule recovery in the form of premium time for extended shifts and weekend work, resequencing operations, additional labor and equipment, and winter protection of concrete pavement to mitigate against future cost increases and impacts to adjacent contract construction and winter operations. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of a Change Order / Extra Work Order increasing the upper limit of compensation on Contract No. I-19-4458 in an amount not to exceed \$5,875,000.00.

Resolution

A Change Order / Extra Work Order in the amount of \$5,875,000.00 and a commensurate increase in the upper limit of compensation on Contract No. I-19-4458, increasing the upper limit of compensation from \$102,118,545.76 to \$107,993,545.76, is approved. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.

Approved by: _____



Chair

RESOLUTION NO. 22465

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 22070 approved on August 20, 2020, entered into Contract No. I-18-4431 with Walsh Construction Company II, LLC for Roadway and Bridge Reconstruction on the Tri-State Tollway (I-294) from Mile Post 20.7 to Mile Post 22.7 (Mile Long Bridge). It is in the best interest of the Tollway to increase the upper limit of compensation on Contract No. I-18-4431, by an amount not to exceed \$2,424,039.40, to provide for schedule recovery in the form of premium time for extended shifts and weekend work, resequencing operations, and additional labor and equipment to mitigate against future cost increases and impacts to adjacent contract construction and winter operations. In accordance with the Tollway’s Board-approved process for approving change orders and extra work orders, which is set forth in Resolution Nos. 16832, 17250 and 19806, the Tollway recommends approval of a Change Order / Extra Work Order increasing the upper limit of compensation on Contract No. I-18-4431 in an amount not to exceed \$2,424,039.40.

Resolution

A Change Order / Extra Work Order in the amount of \$2,424,039.40 and a commensurate increase in the upper limit of compensation on Contract No. I-18-4431, increasing the upper limit of compensation from \$184,471,388.22 to \$186,895,427.62, is approved. The Chair and Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer, and the Chief Financial Officer is authorized to issue and deliver warrants in payment thereof.



Approved by: _____

Chair

RESOLUTION NO. 22466

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services Upon Request for Intelligent Transportation System (ITS) on Contract No. RR-21-4599, Systemwide. Delta Engineering Group, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$4,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The acting Chief Engineering Officer is authorized to negotiate an agreement with Delta Engineering Group, LLC to obtain Design Services Upon Request for Intelligent Transportation System (ITS) on Contract No. RR-21-4599 with an upper limit of compensation not to exceed \$4,000,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____
Chair

RESOLUTION NO. 22467

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Land Acquisition Services Upon Request on Contract No. I-21-4811, Systemwide. American Surveying & Engineering, P.C. submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,000,000.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The acting Chief Engineering Officer is authorized to negotiate an agreement with American Surveying & Engineering, P.C. to obtain Land Acquisition Services Upon Request on Contract No. I-21-4811 with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.



Approved by: _____
Chair

RESOLUTION NO. 22468

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (“Tollway”) to obtain Design Services for Pavement and Structural Preservation and Rehabilitation on Contract No. RR-21-4802, Elgin O’Hare Western Tollway (IL 390) between Mile Post 6.0 (Lake Street) and Mile Post 13.0 (I-290). HBM Engineering Group, LLC submitted a proposal to provide the necessary construction-related professional services for an upper limit of compensation not to exceed \$3,345,926.00. The services were procured pursuant to Section 30-15(c) of the Illinois Procurement Code, 30 ILCS 500/30-15(c).

Resolution

The acting Chief Engineering Officer is authorized to negotiate an agreement with HBM Engineering Group, LLC to obtain Design Services for Pavement and Structural Preservation and Rehabilitation on Contract No. RR-21-4802 with an upper limit of compensation not to exceed \$3,345,926.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22469

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21571 approved May 24, 2018, entered into an agreement with H.W. Lochner, Inc. on Contract No. I-18-4356 for Construction Management Services for Roadway and Bridge Rehabilitation and Widening on the Tri-State Tollway (I-294) from Mile Post 36.2 (Wolf Road) to Mile Post 40.0 (Balmoral Avenue).

Per Tollway request, H.W. Lochner, Inc. submitted a proposal to provide Supplemental Construction Management Services for Contract No. I-18-4356 in an amount not to exceed \$125,000.00, increasing the upper limit of compensation on Contract No. I-18-4356 from \$13,697,989.00 to \$13,822,989.00. It is necessary and in the best interest of the Tollway to accept H.W. Lochner, Inc’s proposal.

Resolution

The acting Chief Engineering Officer is authorized to negotiate an amended agreement with H.W. Lochner, Inc. consistent with the aforementioned proposal, to increase the upper limit of Contract No. I-18-4356 by \$125,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 

Chair

RESOLUTION NO. 22470

Background

The Illinois State Toll Highway Authority (“Tollway”), pursuant to Resolution No. 21537 approved April 26, 2018, entered into an agreement with Gonzalez Companies, LLC / JA Watts, Inc. (TM) on Contract No. I-18-4357 for Construction Management Upon Request on the Tri-State Tollway (I-294).

Per Tollway request, Gonzalez Companies, LLC / JA Watts, Inc. (TM) submitted a proposal to provide Supplemental Construction Management Upon Request for Contract No. I-18-4357 in an amount not to exceed \$75,000.00, increasing the upper limit of compensation on Contract No. I-18-4357 from \$5,000,000.00 to \$5,075,000.00. It is necessary and in the best interest of the Tollway to accept Gonzalez Companies, LLC / J.A. Watts, Inc. (TM)’s proposal.

Resolution

The acting Chief Engineering Officer is authorized to negotiate an amended agreement with Gonzalez Companies, LLC / JA Watts, Inc. (TM) consistent with the aforementioned proposal, to increase the upper limit of Contract No. I-18-4357 by \$75,000.00, subject to review and approval by the General Counsel. The Chair and Chief Executive Officer of the Tollway is authorized to execute the Agreement, subject to the approval of the Chief Financial Officer, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

RESOLUTION NO. 22471

Background

As part of The Illinois State Toll Highway Authority's ("Tollway") Central Tri-State project, the Tollway is constructing a fire suppression system along the Mile Long Bridge ("Project"). The Tollway has identified certain benefits and potential for cost savings for the Project that would be realized by constructing a water system interconnect between the existing 36-inch diameter watermain owned and operated by the Village of Burr Ridge ("Village") and the existing 20-inch diameter watermain owned and operated by the Justice-Willow Springs Water Commission ("Commission"). The Tollway agreed to add the interconnect construction to its Project, subject to reimbursement of 50% of the actual costs by the Village and the Commission. The total estimated cost of the Project is \$794,032.44. The Village and the Commission agreed to reimburse the Tollway 50% of the actual cost of the Project and provide future maintenance of the interconnect.

It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the Village and the Commission to memorialize the parties' understandings and responsibilities relative to the Project.

Resolution

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between Tollway, the Village and the Commission in substantially the form attached to this Resolution. The Chair and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 
Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE VILLAGE OF BURR RIDGE AND
THE JUSTICE-WILLOW SPRINGS WATER COMMISSION**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (“ILLINOIS TOLLWAY”), THE VILLAGE OF BURR RIDGE, a municipal corporation of the State of Illinois (“VILLAGE”), and THE JUSTICE-WILLOW SPRINGS WATER COMMISSION, a regional water commission of the State of Illinois (“COMMISSION”), individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

RECITALS:

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY intends to improve the Tri-State (I-294) from 95th Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), (“Toll Highway”), as contemplated in, but not limited to (Design Contracts # RR-16-4265), and (Construction Contract #I-21-4597) (“PROJECT”);

WHEREAS, as part of the PROJECT, the ILLINOIS TOLLWAY is installing a fire suppression system on the Mile Long Bridge to provide water as necessary for emergency responder’s use for incidents occurring along the bridge;

WHEREAS, the ILLINOIS TOLLWAY has identified the potential for PROJECT cost savings and a benefit to the VILLAGE and the COMMISSION by constructing a water system interconnect (“INTERCONNECT”) as part of the fire suppression system construction, which includes the following improvements:

Work includes the construction of a water system interconnect between the existing 36-inch diameter ductile iron pipe watermain owned and operated by the Village of Burr Ridge and the existing 20-inch diameter ductile iron pipe (DIP) watermain owned and operated by the Justice-Willow Springs Water Commission, including all connections, valves, flow meters, backflow preventors, valve vaults, meter vaults, utility protection, electric utility service and meter, temporary erosion and sediment control, and other appurtenant and miscellaneous work.

WHEREAS, the PARTIES agree that it is in the best interest of each PARTY that the ILLINOIS TOLLWAY include in its PROJECT construction of the INTERCONNECT, providing cost savings to the ILLINOIS TOLLWAY, and additional resiliency and redundancy to the water systems of the VILLAGE and the COMMISSION;

WHEREAS, the ILLINOIS TOLLWAY agrees to construct the INTERCONNECT as shown in (“EXHIBIT A”), contingent upon the VILLAGE and the COMMISSION reimbursing the ILLINOIS TOLLWAY for 50% of the INTERCONNECT construction costs;

WHEREAS, the VILLAGE and the COMMISSION agree to reimburse the ILLINOIS TOLLWAY for 50% of the INTERCONNECT construction costs;

WHEREAS, the ILLINOIS TOLLWAY and the PARTIES by this instrument, desire to determine and establish their respective responsibilities toward engineering, right-of-way acquisition, utility relocation, construction, funding and maintenance of the INTERCONNECT;

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

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

WHEREAS, the COMMISSION by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/11-135-1, *et seq.*, is authorized to enter into this AGREEMENT;

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 agree as follows:

I. ENGINEERING

- A. The VILLAGE and the COMMISSION agree to provide the ILLINOIS TOLLWAY design engineering for the work associated with the construction of the water system interconnect to incorporate into the ILLINOIS TOLLWAY final plans and specifications.
- B. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final construction plans, specifications, special provisions, and cost estimates (collectively, the “plans and specifications”) for the PROJECT.

- C. The final approved plans and specifications for the PROJECT as they relate to the INTERCONNECT shall be promptly delivered to the VILLAGE and the COMMISSION by the ILLINOIS TOLLWAY.
- D. The VILLAGE and the COMMISSION shall review the plans and specifications which impact the VILLAGE's property and/or its public water system infrastructure and the COMMISSION's public water system within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from the VILLAGE or the COMMISSION within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the VILLAGE and the COMMISSION shall indicate agreement with all specifications in the plans, including alignment and location of the INTERCONNECT improvements which impact the VILLAGE's and/or the COMMISSION's maintained water systems. In the event of disapproval, the VILLAGE and/or the COMMISSION shall detail in writing its objections to the ILLINOIS TOLLWAY's proposed plans and specifications.
- E. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the VILLAGE and the COMMISSION in support of general project schedules and deadlines. The VILLAGE and the COMMISSION agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and to comply with all applicable Federal, State, and local regulations and requirements pertaining to the proposed PROJECT.
- G. In a timely manner, the VILLAGE and the COMMISSION shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right-of-way to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY.

II. RIGHT-OF-WAY

- A. The transfer of additional property interests is not anticipated to be required between the PARTIES for this PROJECT or for the INTERCONNECT, nor is the transfer of any additional interest in land expected to be necessary for the future maintenance and operation of their respective facilities. Therefore, it is understood by the VILLAGE and the COMMISSION that there is not expected to be an exchange of any additional property interests pursuant to this AGREEMENT.

- B. In order to avoid PROJECT delays, upon full execution of this Agreement, the VILLAGE and the COMMISSION hereby permit and authorize the ILLINOIS TOLLWAY, its employees, vendors, and/or contractor(s) unrestricted access to the property and/or water system shown in EXHIBIT A to construct the INTERCONNECT. Additional consideration and/or financial credit will not be granted pursuant to this interim permission and authorization.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing PARTIES right-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 PARTIES agree to make arrangements for and issue all permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing or proposed PARTIES' right-of-way and/or property, where improvements to the PARTIES' highways are proposed by the PARTIES' to be done in conjunction with the PROJECT, at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY right-of-way, or on proposed ILLINOIS TOLLWAY right-of-way which are outside areas of the PARTIES' jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the PARTIES.
- E. At all locations where utilities are located on the PARTIES' property and must be adjusted due to work proposed by the ILLINOIS TOLLWAY, the PARTIES agrees to (i) cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and (ii) 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 PARTIES for any and all associated costs the PARTIES may incur in causing the aforementioned utility or utilities to be adjusted.
- F. At all locations where utilities that are located on ILLINOIS TOLLWAY right-of-way and/or property must be adjusted due to work proposed by the PARTIES, the ILLINOIS TOLLWAY agrees to (i) make arrangements with the applicable utility

and (ii) issue all permits for the requisite adjustment(s). At all locations where the PARTIES' utilities are located on ILLINOIS TOLLWAY right-of-way and/or property must be adjusted due to work proposed by the PARTIES or due to work proposed by the ILLINOIS TOLLWAY, the PARTIES agree to obtain from the ILLINOIS TOLLWAY an approved permit for the facility or PROJECT work, and shall abide by all conditions set forth therein. The PARTIES agree to reimburse the ILLINOIS TOLLWAY for any and all associated costs the ILLINOIS TOLLWAY may incur in causing the aforementioned utility or utilities to be adjusted.

- G. In the event that work proposed by the PARTIES result in a conflict with the ILLINOIS TOLLWAY's fiber optic cable system, (inclusive of third party fibers and/or ducts), the PARTIES shall reimburse the ILLINOIS TOLLWAY for the cost to locate, mark, design, protect, adjust and/or relocate the system.
- H. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that is currently in place within the PROJECT limits and must be adjusted due to work proposed by the PARTIES, the PARTIES agree to reimburse the ILLINOIS TOLLWAY for any and all associated costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, obtain the PARTIES' concurrence as to the amount of bids (for work to be funded wholly or partially by the PARTIES before award), award the contract(s), provide construction engineering inspections and cause the INTERCONNECT to be constructed in accordance with the PROJECT and INTERCONNECT plans and specifications, subject to reimbursement by the VILLAGE and the COMMISSION as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the VILLAGE and/or the COMMISSION's work or infrastructure shall be submitted to the VILLAGE and/or the COMMISSION for approval prior to commencing such work. The VILLAGE and/or the COMMISSION 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 VILLAGE and/or the COMMISSION shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE and/or the COMMISSION within fifteen (15) calendar days after delivery to the VILLAGE and/or the COMMISSION of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE and/or the COMMISSION.

- C. The VILLAGE, the COMMISSION and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the VILLAGE's and the COMMISSION's water systems. The PARTIES shall assign personnel to perform inspections on behalf of each PARTY of all work included in the PROJECT that affects each PARTY's system. The VILLAGE and the COMMISSION shall deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- D. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section X of this AGREEMENT.
- E. The ILLINOIS TOLLWAY shall give notice to the VILLAGE and the COMMISSION upon completion of all PROJECT construction contracts to be subsequently maintained by the VILLAGE and/or the COMMISSION. The VILLAGE and the COMMISSION shall make an inspection thereof not later than seven (7) calendar days after notice thereof. If the VILLAGE and/or the COMMISSION do not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the VILLAGE and/or the COMMISSION. 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 VILLAGE's and/or the COMMISSION'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 Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The PARTIES shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- F. 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 entering into Contract(s), in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- G. The ILLINOIS TOLLWAY (and/or its consultants) shall notify the VILLAGE and/or the COMMISSION seventy two (72) hours prior to any planned interruption of existing water main operation or pressure connection operations associated with the INTERCONNECT. Water service outage scheduling and durations shall be coordinated in advance by the PARTIES. Any delay to the agreed upon water

service outage scheduling may result in increased actual costs for the INTERCONNECT work to the PARTY(IES) causing any such delay.

- H. Should damage to VILLAGE or to COMMISSION infrastructure and/or unplanned disruption to water service occur, then either PARTY reserves the right to suspend INTERCONNECT construction activity until necessary repairs are made, and if necessary, Illinois Environmental Protection Agency (IEPA) Division of Public Water Supplies inspections are completed.

V. FINANCIAL

- A. The ILLINOIS TOLLWAY agrees to pay all INTERCONNECT related construction, contingency, mobilization, contractor’s quality program (“CQP”) and construction engineering costs, subject to reimbursement by the VILLAGE, and the COMMISSION as hereinafter stipulated.
- B. As further identified in EXHIBIT B attached, it is agreed by the PARTIES that the estimated total cost of the INTERCONNECT work, including previously incurred costs related to the INTERCONNECT work, construction, contingency, mobilization, CQP and construction engineering is \$794,032.44.
- C. It is agreed by the PARTIES that the ILLINOIS TOLLWAY shall contribute 50% of the cost for the INTERCONNECT work and that the VILLAGE and the COMMISSION shall equally contribute the remaining 50% of the cost for the INTERCONNECT work. Itemized costs of the PARTIES are as follows:

1. ILLINOIS TOLLWAY share of INTERCONNECT construction, contingency, mobilization, CQP and construction engineering:	\$374,016.22
2. ILLINOIS TOLLWAY previously incurred INTERCONNECT costs:	\$23,000.00
3. VILLAGE share of INTERCONNECT construction, contingency, mobilization CQP and construction engineering:	\$146,008.11
4. VILLAGE previously incurred INTERCONNECT cost:	\$52,500.00
5. COMMISSION share of INTERCONNECT construction, contingency, mobilization, CQP and construction engineering:	\$168,008.11
6. COMMISSION previously incurred INTERCONNECT costs:	\$30,500.00

Total Estimated

INTERCONNECT Costs:

\$794,032.44

- D. It is further agreed that notwithstanding the estimated cost, the PARTIES shall be responsible for the actual costs associated with the INTERCONNECT work as described in the Recital section of this AGREEMENT.
- E. The VILLAGE and the COMMISSION agree to the following reimbursement terms, payable within thirty (30) days upon receipt of an invoice from the ILLINOIS TOLLWAY:
- 35% upon Notice to Proceed
 - 35% upon substantial completion of construction
 - the remainder, based on final actual costs, one (1) year after substantial completion of construction.
- F. Any PARTY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.

VI. MAINTENANCE - DEFINITIONS

- A. With respect to this AGREEMENT, the term "local" means the VILLAGE and/or the COMMISSION.
- B. As used herein, the terms "maintenance" or "maintain" mean keeping the facility (INTERCONNECT) maintained in good and sufficient repair and functional. 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:
- "Routine maintenance" refers to the day-to-day maintenance, repair, and/or replacement of INTERCONNECT, deemed necessary by the PARTIES to maintain the viability and functionality of the INTERCONNECT, including compliance with state laws and local ordinances.
- C. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to abate any temporary or unexpected interruption or which causes or threatens imminent danger or destruction to the INTERCONNECT or the supplying water systems or sources, roadway facilities or

rights of way of the PARTIES, to the motoring public, or to public health, safety or welfare, including but not limited to restoration, , response to Acts of God, terrorism, a catastrophe, or major system failure.

- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to the other concerning a matter covered by this AGREEMENT; for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineering Officer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE – RESPONSIBILITIES

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall retain ownership, jurisdiction, and maintenance responsibilities of I-294 in its entirety.
- B. It is understood and agreed that the VILLAGE and the COMMISSION shall retain ownership, jurisdiction, and maintenance responsibilities for the INTERCONNECT in its entirety.

- C. Following completion of the construction, the VILLAGE and the COMMISSION shall bear the financial responsibility for any and all operation and/or maintenance of INTERCONNECT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

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

IX. INDEMNIFICATION

- A. The VILLAGE agrees to defend, indemnify and hold the ILLINOIS TOLLWAY, its directors, officers, employees, contractors, agents and representatives harmless from and against any and all losses, claims, demands and damages, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the VILLAGE, or its appointed and elected officials, contractors, consultants, employees, agents and representatives, that are related to their obligations under this AGREEMENT.
- B. The ILLINOIS TOLLWAY agrees to defend, indemnify and hold the VILLAGE, its appointed and elected officials, contractors, consultants, employees, agents and representatives harmless from and against any and all losses, claims, demands and damages, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the ILLINOIS TOLLWAY, or its directors, officers, employees, contractors, consultants, agents and representatives, that are related to their obligations under this AGREEMENT.
- C. The COMMISSION agrees to defend, indemnify and hold the ILLINOIS TOLLWAY, its directors, officers, employees, contractors, agents and representatives harmless from and against any and all losses, claims, demands and

damages, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the COMMISSION, or its appointed officials, contractors, consultants, employees, agents and representatives, that are related to their obligations under this AGREEMENT.

- D. The ILLINOIS TOLLWAY agrees to defend, indemnify and hold the COMMISSION, its appointed, contractors, consultants, employees, agents and representatives harmless from and against any and all losses, claims, demands and damages, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the ILLINOIS TOLLWAY, or its directors, officers, employees, contractors, consultants, agents and representatives, that are related to their obligations under this AGREEMENT.

X. GENERAL PROVISIONS

- A. The PARTIES understand and agree that this AGREEMENT constitutes the complete and exclusive statement of the PARTIES' agreement relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- B. Wherever in this AGREEMENT approval or review by the VILLAGE and/or the COMMISSION, or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- C. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTIES.
- D. In the event of a dispute between PARTIES in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY, the Engineer of the VILLAGE and/or the Engineer of the COMMISSION shall meet to resolve the issue. In the event 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, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final, with the stipulation that all INTERCONNECT field adjustments shall conform to applicable Illinois Environmental Protection Agency and Illinois Department of Public Health regulatory requirements.

- E. This AGREEMENT may be executed in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Duplicated signatures, signatures transmitted via facsimile, or electronic signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- F. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES.
- G. 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 after to the date this AGREEMENT is executed.
- H. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- I. The failure by the any PARTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights or remedies. No provision of this AGREEMENT shall be deemed waived by any PARTY unless such provision is waived in writing.
- J. It is agreed that the laws of the State of Illinois, except for conflict of law principles, shall apply to this AGREEMENT and in the event of litigation, venue and jurisdiction shall lie in the Circuit Court of Du Page County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.
- K. The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors, the VILLAGE's auditor, the COMMISSION's auditor, or the ILLINOIS TOLLWAY'S auditor or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- L. The VILLAGE and the COMMISSION also recognize that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Illinois Tollway Inspector General ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse and to conduct reviews. The VILLAGE and/or the COMMISSION shall fully cooperate in any OIG audit investigation or review and shall not bill the ILLINOIS TOLLWAY for time relating to its cooperation. Cooperation includes (i) providing access to all

information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved in or connected with, or having knowledge of, the performance of this AGREEMENT.

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

To the ILLINOIS TOLLWAY: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Acting Chief Engineering Officer
mnashif@getipass.com

To the VILLAGE: The Village of Burr Ridge
7660 County Line Road
Burr Ridge, IL 60527
Attn: Evan Walter
E-Mail: EWalter@burr-ridge.gov

To the COMMISSION: The Justice-Willow Springs
Water Commission
7000 South Archer Road
Justice, IL 60458
Attn: Colleen Kelly
E-Mail: ckelly@jswswc.org

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

THE VILLAGE OF BURR RIDGE

By: _____
Gary Grasso
Mayor

Attest: _____
(Please Print Name)

Date: _____

THE JUSTICE WILLOW SPRINGS WATER COMMISSION

By: _____
Colleen H. Kelly
Executive Director

Attest: _____
(Please Print Name)

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Dorothy Abreu
Chair & Chief Executive Officer

Date: _____

By: _____
Cathy R. Williams
Chief Financial Officer

Date: _____

By: _____
Kathleen R. Pasulka-Brown
General Counsel

Date: _____

Approved as to Form and Constitutionality

Lisa M. Conforti, Assistant Attorney General

RESOLUTION NO. 22472

Background

The construction of I-490 along the west side of O'Hare Airport ("Project") requires extensive technical coordination, during and after construction, to address issues relating to runway infrastructure, including runway closures and outages. To perform aircraft measurement and data collection, aviation modeling and technical coordination/reviews ("Flight Checks"), as required by The Illinois State Toll Highway Authority's ("Tollway") intergovernmental agreement with the City of Chicago, the Tollway is partnering with the Ohio University's Avionics Engineering Center ("University"). The University has demonstrated necessary expertise relative to the performance of Flight Checks at O'Hare Airport and other airports around the world. The anticipated duration of the IGA is 6-years and will cost the Tollway approximately \$1,700,000.

It is in the best interest of the Tollway to enter into an Intergovernmental Agreement with the University to memorialize the parties' understandings and responsibilities relative to the Flight Checks.

Resolution

The Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare an Intergovernmental Agreement between Tollway and the University in substantially the form attached to this Resolution. The Chair and Chief Executive Officer of the Tollway, subject to the approval of the Chief Financial Officer, is authorized to execute said agreement, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:  _____

Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
OHIO UNIVERSITY**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“ILLINOIS TOLLWAY”), and OHIO UNIVERSITY, a body politic and corporate of the State of Ohio (“UNIVERSITY”), individually referred to as “PARTY,” and collectively referred to as “PARTIES.”

RECITALS:

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY intends to construct the I-490 Toll Highway connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) along the west side of O’Hare International Airport (“O’Hare Airport”) as part of the ILLINOIS TOLLWAY’s Elgin O’Hare Western Access project (“PROJECT”). The PROJECT improvements, to be constructed in multiple ILLINOIS TOLLWAY construction contracts, include the construction of the new I-490 toll highway on O’Hare Airport property, including a portion that will carry traffic between York Road and Taft Avenue (“I-490 South Leg”) in close proximity to Runway 10R/28L, the modification of Approach Lighting with Sequenced Flashers (“ALSF-2”) Systems for Runways 9L/27R, 10L/28R, 10C/28C and 10R/28L, and the relocation of the O’Hare Airport Perimeter Road and Air Operations Area (“AOA”) Fence located along the southern boundary of O’Hare Airport, and all other work associated with the plans and specifications and depicted on “EXHIBIT A;”

WHEREAS, a “Flight-Check” is the use of an aircraft to conduct airborne measurements and data collection of runway approach signals, including the Instrument Landing System (“ILS”) and ALSF-2 performance;

WHEREAS, the ILLINOIS TOLLWAY and City of Chicago are party to a separate Intergovernmental Agreement, dated April 14, 2017 (“ILLINOIS TOLLWAY/CITY IGA”) for the PROJECT, that sets forth, among other things, the ILLINOIS TOLLWAY’s commitment to perform certain airfield aviation analyses and ILS system modeling, including maintaining Runway 10R/28L Category II and Category III (“CAT II/III”) runway classification at the end of construction milestones;

WHEREAS, the City of Chicago is modifying the ALSF-2 systems as part of its construction of Runway 9C/27C and the Runway 9R/27L extension to account for the crossing of the proposed I-490 Toll Highway;

WHEREAS, the UNIVERSITY has developed and uses industry standard software for aviation modeling of ILS performance, including Ohio University Glide Slope (“OUGS”) software used to evaluate terrain and Ohio University NAVAID Performance Prediction Model (“OUNPPM”) software used to evaluate reflections from objects;

WHEREAS, the UNIVERSITY's Avionics Engineering Center has demonstrated necessary expertise in data collection Flight-Checks and aviation modeling analyses at O'Hare Airport and other airports around the world;

WHEREAS, the UNIVERSITY has submitted a scope of work and budget for six (6) years to perform Flight-Checks for O'Hare Airport Runways 9L/27R, 9C/27C, 9R/27L, 10L/28R, 10C/28C, and 10R/28L to measure and collect data on the ILS and associated ALSF-2 systems before, during and post construction as required by the PROJECT, to perform independent ILS modeling of said runways using OUGS and OUNPPM as required, and to participate in technical coordination and engineering review, hereinafter referred to as the "PROPOSAL," and attached as "EXHIBIT B;"

WHEREAS, the ILLINOIS TOLLWAY and the UNIVERSITY, by this AGREEMENT, intend to outline their respective responsibilities toward implementation and funding for the aviation Flight-Checks, modeling, and technical reviews and coordination required to support the PROJECT;

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;

WHEREAS, the UNIVERSITY, by virtue of its powers as set forth in the _____, 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 agree as follows:

ARTICLE I – SPONSORSHIP/SCOPE

- A. The ILLINOIS TOLLWAY agrees to sponsor the UNIVERSITY's performance of aviation Flight-Checks, modeling, and technical reviews and coordination required for the PROJECT.
- B. The UNIVERSITY's scope of work is set forth in the PROPOSAL, titled "Flight Evaluation and Optimization of O'Hare International Airport (KORD) ILS Glide Slope Systems and ALSF-2 Systems Serving Runways Affected by the Elgin O'Hare Western Access (EOWA) Project," submitted by the UNIVERSITY.

ARTICLE II – UNIVERSITY TASKS

- A. The UNIVERSITY will perform the following tasks:
 - 1. Participate in teleconferences/meetings;
 - 2. Participate in technical and engineering reviews;

3. Perform Flight-Checks for six (6) O'Hare Airport Runways 9L/27R, 9C/27C, 9R/27L, 10L/28R, 10C/28C, and 10R/28L to measure and collect data on the ILS and associated ALSF-2 systems before, during and post construction as required by the PROJECT;
 4. For each Flight-Check completed:
 - a. Prepare and deliver a draft technical memorandum for review that documents the work performed and results obtained; and,
 - b. Review and respond to review comments and prepare and deliver a final technical memorandum that documents the work performed and results obtained; and
 5. Conduct ILS modeling using OUGS and OUNPPM software, if directed.
- B. The tasks performed shall be in substantial conformance with the PROPOSAL.
- C. The PARTIES agree that UNIVERSITY personnel will require security access to O'Hare Airport to complete Flight-Checks and that the Flight-Checks are required to be conducted as directed by and coordinated with FAA air traffic control during daylight hours to the extent allowable with air traffic operations.

Article III – FINANCIAL

- A. The ILLINOIS TOLLWAY as sponsor will compensate the UNIVERSITY as outlined in this AGREEMENT and in the PROPOSAL at an estimated cost of \$1,700,000.
- B. The UNIVERSITY shall submit quarterly invoices to ILLINOIS TOLLWAY, which shall include a detailed description of the services performed, administrative costs of performance, and all other charges as contemplated by this AGREEMENT in substantial conformance with the itemized budget included in the PROPOSAL.
- C. The UNIVERSITY shall certify in writing, upon presentment of each invoice hereunder, that work as invoiced has been actually performed by the UNIVERSITY or its authorized consultants and that the UNIVERSITY is in fact complying with all other provisions of this AGREEMENT. Invoicing shall be sufficiently itemized to permit the ILLINOIS TOLLWAY or its agents to verify performance of the work so invoiced.
- D. It is further agreed that notwithstanding the estimated cost, the ILLINOIS TOLLWAY shall be responsible for the actual costs associated with tasks to be performed as described herein and in the PROPOSAL. All payments and credits shall be based upon actual final costs.

ARTICLE IV – TERM and TERMINATION

- A. The tasks identified in this AGREEMENT and in the PROPOSAL shall be performed within seventy-two (72) months of the date this AGREEMENT takes effect.
- B. This AGREEMENT may be terminated by either PARTY by giving written notice to the other PARTY sixty (60) days in advance of the specified date of termination.
- C. In the event this AGREEMENT is terminated prior to completion of the tasks identified in the PROPOSAL, the amount due to the UNIVERSITY from the ILLINOIS TOLLWAY will be equal to the actual costs the UNIVERSITY incurred on or before the termination date. The ILLINOIS TOLLWAY shall pay for all costs incurred through the date of termination including all non-cancelable obligations. Within 30 days after the AGREEMENT is terminated, the UNIVERSITY shall furnish to the ILLINOIS TOLLWAY a final technical report summarizing all work performed and the results thereof, through the date of termination.

ARTICLE V – INSURANCE

- A. The UNIVERSITY is self-insured and shall maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the research by the UNIVERSITY. UNIVERSITY insurance documentation is attached herein as “Exhibit C”.
 - 1. Scope of Insurance - Coverage shall be at least as broad as:
 - a. Commercial General Liability - Include coverage for premises and operation, broad form property damage, products completed operations, independent contractor’s personal injury liability and contractual obligations.
 - b. Business Automobile Liability – Covering owned hired and non-owned vehicles used in connection with this agreement for all operators.
 - c. Workers’ Compensation Insurance - As required by the statutory requirements of Ohio and Employer’s Liability. Contractor may use a Self-Insured plan if the plan is approved by the State of Ohio and certified by the Ohio Bureau of Workers’ Compensation.
 - d. Professional Liability Insurance coverage covering any negligent act, error, or omission in the rendering of or failure to render professional services. Professional Liability Insurance coverage may be provided on a “claims made” basis. The Professional Liability insurance shall be continuously maintained for the duration of the Construction Phase and for a period of two (2) years after completion of the Improvements

2. Limits of Liability – Limits of liability will be provided for the following provisions, minimum limit requirements shown may be fulfilled with those indicated or the higher limits carried by the Contractor.
 - a. Commercial General Liability – Limits of liability of not less than \$6,000,000 per occurrence and \$7,000,000 annual general aggregate. The general aggregate limit shall be endorsed on a per project basis. Products completed operations coverage will be maintained by the Contractor for a minimum of two (2) years following acceptance of work.
 - b. Business Automobile Liability - Limit liability of not less than \$6,000,000 combined single limit per accident for bodily injury and property damage per accident.
 - c. Workers Compensation with statutory limits and Employers Liability with limits of not less than \$6,000,000 each accident, \$6,000,000 disease each employee, and \$6,000,000 disease policy limit.
 - d. Professional Liability Insurance – Limits of liability not less than four million dollars (\$4,000,000) per claim and four million dollars (\$4,000,000) annual general aggregate.
- B. The ILLINOIS TOLLWAY together with its officers, directors, and employees, shall be named “Additional Insured” as part of the commercial general liability and business automobile liability coverage. These policies shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess. Policies shall contain a waiver of subrogation waiving any rights of recovery that the insurer(s) may have against the ILLINOIS TOLLWAY and its officials, directors, and employees.
- C. The UNIVERSITY will maintain compliance with all federal aviation regulations for aircrafts, as required.

ARTICLE VII – GENERAL PROVISIONS

- A. The UNIVERSITY shall acknowledge the contribution, sponsorship and participation of the ILLINOIS TOLLWAY in any future PROJECT reports or presentations. All written reports, notices and other communications relating to this AGREEMENT shall be confidential unless expressly allowed to be presented in other reports or presentations via written release by the ILLINOIS TOLLWAY or disclosure is legally required. Notwithstanding the foregoing, ILLINOIS TOLLWAY recognizes that UNIVERSITY’s public mission is to

publish, and agrees that UNIVERSITY shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, results of the PROJECT, provided, however, that ILLINOIS TOLLWAY shall have been furnished copies of any proposed publication or presentation sixty business days in advance of the submission of each such proposed publication or presentation. ILLINOIS TOLLWAY shall identify information that is proprietary or confidential to the ILLINOIS TOLLWAY and make comments by the sixtieth business day after receipt of the proposed publication or presentation materials; and further provided that UNIVERSITY give full consideration to all comments before publication or presentation. Furthermore, in the event that ILLINOIS TOLLWAY objects to such proposed presentation or proposed publication because there is patentable subject matter, which needs protection, said researcher(s) shall refrain from making such publication or presentation for a maximum of 120 days from date of receipt of such objection to allow preparation and filing of a patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.

In the event that ILLINOIS TOLLWAY makes such objection, the parties shall negotiate an acceptable version, and the researcher(s) shall refrain from making such publication or presentation for a maximum of sixty (60) days from date of receipt of such objection in order for UNIVERSITY to file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation. Authorship of published research results will take into account the contributions of collaborators for both the ILLINOIS TOLLWAY and UNIVERSITY.

It is understood that in no case can this provision for delay of publication cause a delay in the normal academic progress of a graduate student of UNIVERSITY with respect to preparation and submission of a graduate thesis or dissertation.

- B. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents and employees and each party further agrees to defend itself and themselves, and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other. The UNIVERSITY agrees that in the performance of this AGREEMENT, the UNIVERSITY, including its officers, employees and agents, will comply with all applicable state, federal and local statutes, ordinances and regulations.
- C. Subcontracting any portion of this AGREEMENT is not permitted except with prior written permission of the ILLINOIS TOLLWAY. The UNIVERSITY shall ensure that any and all subcontractors expressly agree to be bound by the

terms of this AGREEMENT. For the avoidance of doubt, no subcontracts will be utilized on this project.

- D. Each PARTY represents that no person or agency has been employed to solicit, secure or facilitate this AGREEMENT for a commission, percentage, brokerage or contingent fee.
- E. This AGREEMENT may not be assigned or transferred by any PARTY without the prior written consent of the other PARTY.
- F. 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.
- G. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- H. 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 term of this AGREEMENT. Each representative shall have the 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.
- I. In the event of a dispute between the UNIVERSITY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Chair of the Avionics Department of the UNIVERSITY shall meet and resolve the issue. In the event they are unable to resolve the dispute, adjudication of claims against either party must take place in the Ohio Court of Claims in accordance with Ohio Law..
- J. 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.
- K. The UNIVERSITY certifies that its correct Federal Tax Identification number is 31-6402-113, and it is doing business as a governmental entity, whose mailing address is Ohio University, Avionics Engineering Center, 131 Richard H. McFarland Avionics Building Albany, Ohio 45710.
- L. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES and the Illinois Attorney General.

- M. This AGREEMENT shall be binding upon and inure solely to the benefit of the PARTIES and their respective successors and approved assigns.
- N. The failure by the ILLINOIS TOLLWAY or the UNIVERSITY 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 the breach or subsequent breach of any such conditions, covenants, terms, rights or remedies. No provision of this AGREEMENT shall be deemed waived by any PARTY unless such provision is waived in writing by said PARTY.
- O. All reports, notices and other communications relating to this AGREEMENT shall be in writing and shall be personally delivered or mailed via certified mail, overnight mail or electronic mail to the following persons at the following addresses:

To the ILLINOIS TOLLWAY: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Acting Chief Engineering Officer
mnashif@getipass.com

To the UNIVERSITY: Ohio University
Russ College of Engineering and
Technology
Avionics Engineering Center
28 W Green Dr
Athens, OH 45701
Attn: Jamie Edwards
edwardsj@ohio.edu

- P. The UNIVERSITY certifies that neither the UNIVERSITY 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 UNIVERSITY agrees to maintain books and records relating to the performance of this AGREEMENT necessary to support amounts charged to the ILLINOIS TOLLWAY for a minimum of five (5) years from the last work performed pursuant to the AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the UNIVERSITY for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. The UNIVERSITY further agrees to cooperate fully with any audit and to make books and records within its custody or control available for review or audit by representatives of the Auditor General, the Executive Inspector General, State of Illinois internal auditors or other

governmental entities with monitoring authority, upon reasonable notice and during normal business hours.

- R. The UNIVERSITY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of The Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The UNIVERSITY will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.
- S. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

THE OHIO UNIVERSITY

By: _____

Attest: _____

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____

Date: _____

Dorothy Abreu
Chair and Chief Executive Officer

By: _____

Date: _____

Cathy R. Williams
Chief Financial Officer

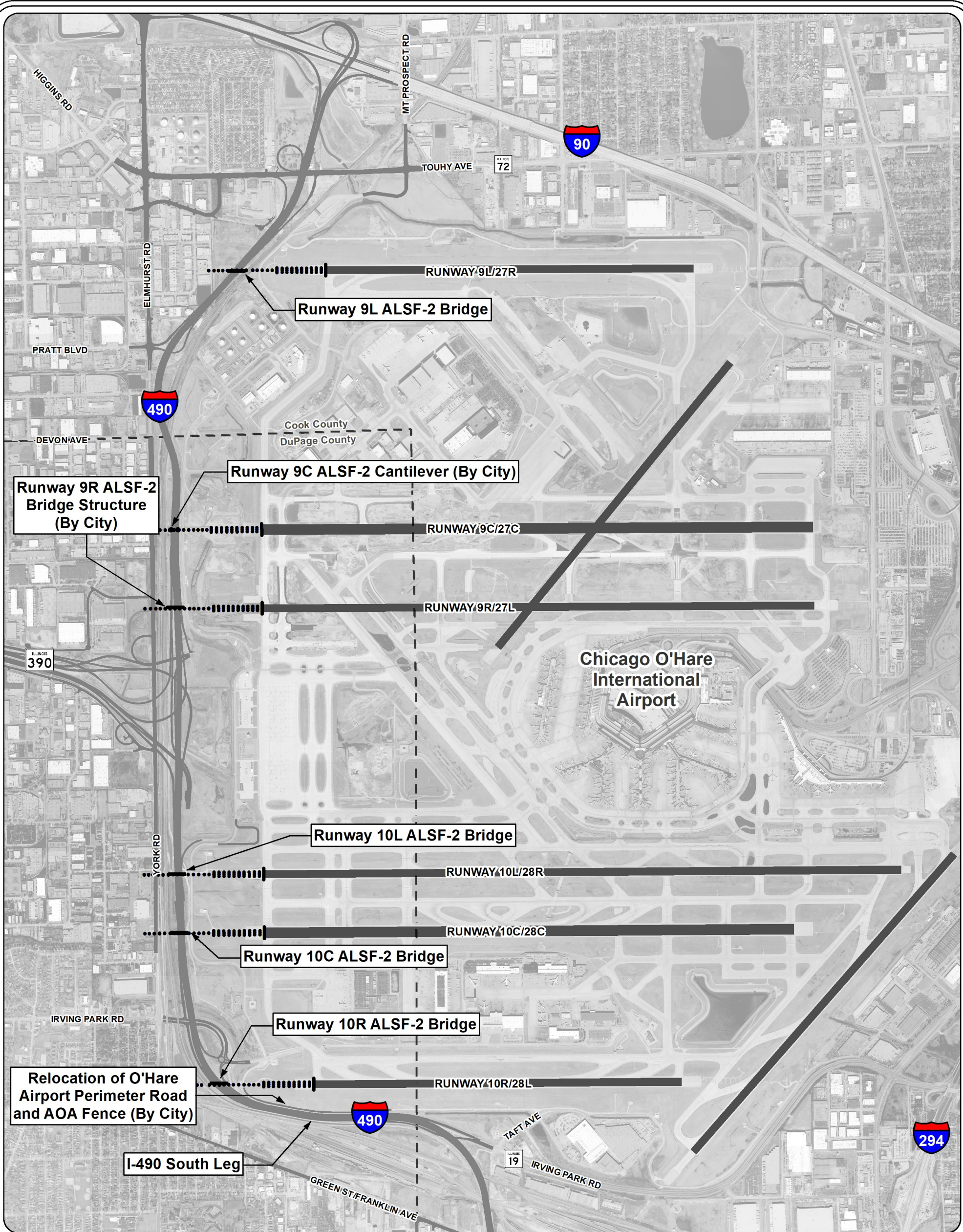
By: _____

Date: _____

Kathleen R. Pasulka-Brown
General Counsel

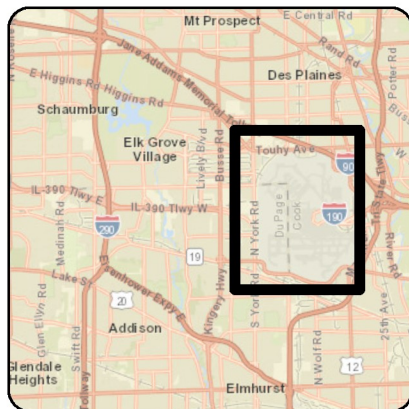
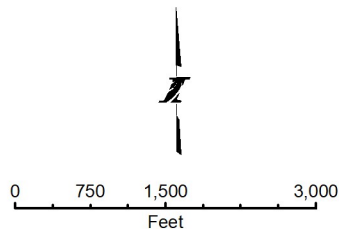
Approved as to Form and Constitutionality

Assistant Attorney General



LEGEND

- ALSF
- EOWA Project Improvement
- County Boundary



Elgin O'Hare Western Access Project

Exhibit A
Elgin O'Hare Western Access
PROJECT Improvements

February 9, 2022

Exhibit B - Proposal
Ohio University and Illinois Tollway IGA

Statement of Work

O'Hare International Airport (KORD) / Ohio University

1. Title

Flight Evaluation and Optimization of O'Hare International Airport (KORD) ILS Glide Slope Systems and ALSF-2 Systems Serving Runways Affected by the Elgin O'Hare Western Access (EOWA) Project.

2. Background and Purpose

The Elgin O'Hare Western Access (EOWA) Project has been designated as a "Project of National and Regional Significance" by federal transportation legislation. The \$3.4 billion EOWA Project represents a fiscally responsible approach to address the area's diverse travel needs – improving travel efficiency; providing western access to O'Hare International Airport; creating opportunities for jobs and economic development; enhancing multi-modal connections, and reducing congestion.¹ The EOWA Project includes construction of the new I-490 Toll highway around the western border of O'Hare International Airport (KORD), which will link the Jane Addams Memorial Tollway (I-90) and the Tri-State Tollway (I-294).

KORD has six east-west runways that are each served by an Instrument Landing Systems (ILS). It is important to note that these ILS installations use the terrain in the vicinity of their antennas to help form the beam that provides vertical guidance to aircraft conducting approach and landing operations to the associated runways. Since the EOWA Project includes construction of the new I-490 Toll Highway along the west side of KORD on airport property, there is a desire by the Illinois Tollway (Sponsor) in coordination with the City of Chicago Department of Aviation (CDA) to know if this work would affect the ILS signals-in-space and, thus, affect the aircraft utilizing the systems for approach and landing operations.

The ILS performance at KORD can be simulated through computer modeling which takes construction work modifications into account. It is Ohio's understanding that this ILS signal-in-space modeling has been performed and has provided the Sponsor/CDA with mostly favorable results. However, the exception is with the ILS serving Runway 10R, which is the runway that is potentially impacted most significantly by the EOWA Project improvements due to the proximity of the proposed roadway to the runway. Therefore, the Sponsor is requesting Ohio University (Ohio) to obtain additional ILS performance information in the form of actual ILS signal measurements. The Sponsor is also requesting Ohio to evaluate other proposed roadway modifications in the vicinity of existing runways to avoid long-term operational impacts.

The Federal Aviation Administration (FAA) flight-check is the official ILS commissioning authority, and their aircraft are used to conduct commissioning and periodic flight-checks. These flight-checks evaluate ILS parameters and determine if these parameters meet or exceed the

¹ "Elgin O'Hare Western Access Project
https://www.illinoistollway.com/documents/20184/106941/2016+EOWA+Overview_Factsheet/57f5cbcd-4c1c-4954-92d6-b670ecf1931f

Exhibit B - Proposal
Ohio University and Illinois Tollway IGA

established FAA standards. Ohio has aircraft equipped with a truth-referenced ILS data collection system that can also evaluate ILS parameters and determine if these parameters meet or exceed the established FAA standards. While not being an official commissioning authority, Ohio has decades of experience performing work of this type. Ohio can assist in ILS system performance optimization when the ILS signal is marginally passing/failing the established FAA standards. The FAA flight-check crews are capable of this work; however, these crews are very busy and have limited availability. Ohio's strength is our availability and willingness to assist in optimizing these ILS signal parameters.

The EOWA Project also requires modification to the Approach Lighting with Sequenced Flashers (ALSF-2) Systems for Runways 9L/27R, 10L/28R, 10C/28C and 10R/28L. The ALSF-2 systems at each runway will be modified to be located on bridges that cross the proposed I-490 Toll Highway. The CDA is also modifying the ALSF-2 systems as part of the CDA's construction of Runway 9C/27C and the Runway 9R/27L extension to account for the crossing of the proposed I-490 Toll Highway; Runway 9C/27C ALSF-2 system will be located on cantilever structures and Runway 9R/27L ALSF-2 system will be located on a bridge over I-490. Data collection and measurements of the ALSF-2 performance before and after construction as directed by the Sponsor are requested to ensure the proposed roadway improvements and ALSF-2 structures do not affect operations.

Thus, the purpose of this tasking is for Ohio to conduct airborne flight measurements on a periodic basis over several years to support the Sponsor as the EOWA Project progresses from design through construction.

3. Tasking

Ohio University will perform the following tasks:

- a. Participate in teleconferences and meetings;
- b. Participate in technical and engineering reviews;
- c. Perform flight evaluations for six (6) O'Hare Airport Runways 9L/27R, 9C/27C, 9R/27L, 10L/28R, 10C/28C, and 10R/28L to measure and collect data on the ILS and associated ALSF-2 systems before, during and post construction as required and requested.
- d. For each flight evaluation completed:
 1. Prepare and deliver a draft technical memorandum (two pages) that documents the work performed and results obtained; and,
 2. Review and respond to review comments provided and prepare and deliver a final technical memorandum that documents the work performed and results obtained.
- e. Conduct ILS modeling using Ohio University Glide Slope ("OUGS") software used to evaluate terrain and Ohio University NAVAID Performance Prediction Model ("OUNPPM") software used to evaluate reflections from objects, if directed.

Exhibit B - Proposal
Ohio University and Illinois Tollway IGA

4. Period of Performance (POP)

The POP of this task is 72 months from the date the Intergovernmental Agreement (IGA) between the Sponsor and Ohio is executed. The work is tentatively planned to begin in Spring 2022 and extend through Spring 2028.

5. Deliverables

For each flight evaluation conducted, Ohio will provide the following deliverables:

Item #	Deliverable	Due Date
1	Draft Technical Memorandum (two pages) outlining work performed and results obtained	30 calendar days following completion of flight evaluation
2	Final Technical Memorandum (two pages) outlining work performed and results obtained	15 calendar days following receipt of stakeholder comments/concurrence on Draft Technical Memorandum
3	ILS modeling analysis	As directed and determined by Ohio and Sponsor

6. Milestone Dates

The schedule for this task is to-be-determined and will be coordinated with the Sponsor technical point-of-contact based on the availability of the required personnel.

7. Cost

The total cost is estimated to be \$1,700,000, as documented in Table 1 attached hereto. All costs will be based on actual work performed.

8. Sponsor Furnished Equipment, Information, and Site Access

No requirements for sponsor furnished equipment or information have been identified at this time.

Ohio's ILS truth reference system utilizes an optical theodolite which requires personnel to be on-site to operate this device; therefore, FAA and/or airport personnel will assist Ohio with obtaining glide slope access at KORD. It is also noted that the ILS flight evaluations will need to be conducted during the daylight hours.

9. Points of Contact

Ohio and the Sponsor will coordinate on appropriate technical personnel and points of contact upon the start of the work and through the duration of the scope.

Commented [VLT1]: The following schedule of ALSF-2 modification is anticipated at the time of this Proposal and subject to change:

- (1) Runway 10L/28R ALSF-2 Temporary Construction Impact to occur in 2022;
- (2) Runway 10C/28C ALSF-2 Temporary Construction Impact to occur in 2023; and
- (3) Runway 9L/27R ALSF-2 Temporary Construction Impact to occur in 2025.
- (4) Temporary Runway 10R/28L Impacts are anticipated to occur in years 2023 through 2025, potentially into 2026.

Exhibit B - Proposal
Ohio University and Illinois Tollway IGA

Table 1: Ohio University Proposal Cost Estimate

Flight Evaluation and Optimization of O’Hare International Airport (KORD) ILS Glide Slope Systems and ALSF-2 Systems Serving Runways Affected by the Elgin O’Hare Western Access (EOWA) Project

Date as of 2/16/2022

Task	Measure	Qty	Unit price	Cost	Notes
Participate in teleconferences/meetings	Hours	720	\$200.00	\$144,000	Assumes 120 hours/year (6)
Participate in technical and engineering reviews	Hours	720	\$200.00	\$144,000	Assumes 120 hours/year (6)
Perform flight evaluations for six (6) O’Hare Airport Runways 9L/27R, 9C/27C, 9R/27L, 10L/28R, 10C/28C, and 10R/28L to measure and collect data on the ILS and associated ALSF-2 systems before, during and post construction as required by the EOWA Project	Each	21	\$31,000.00	\$651,000	Assumes up to 10 Flight-Checks for Runway 10R/28L; up to 3 Flight-Checks for Runways , 9L/27R, 10L/28R, and 10C/28C; and 1 Flight-Check for Runways 9C/27C and 9R/27L *
Flight evaluation contingency	Day	21	\$4,000.00	\$84,000	1 day/flight evaluation **
Draft and Final Report	Hours	840	\$200.00	\$168,000	Assumes 40 hours/report required for each flight evaluation completed
Conduct ILS modeling using OUGS and OUNPPM software, if directed	Hours	300	\$200.00	\$60,000	
Total				\$1,251,000	
Contingency 10%				\$125,100	
Escalation (assumes 7% escalation rate/year)				\$300,000	
Grand Total				\$1,676,100	
Say				\$1,700,000	

*Flight-Check costs assumes one (1) day of travel to the site, one (1) day of evaluation on-site, and one (1) day of travel to return home, as well as associated expenses for travel, flight check aircraft, and labor.

** In the event Ohio staff must remain on site for more than one day of the flight evaluation due to inclement weather or other factors that delay testing. The flight evaluation contingency includes hotel, per diem, labor, etc.

RESOLUTION NO. 22473

Background

ADM2, LLC owns property adjacent to Tollway Parcels N-7B-294, N-7B-294.1 and N-7B-294.2 near I-90 and Lee Street. ADM2’s black top parking lot is encroaching on the Tollway’s parcels, on property the Tollway has no immediate need to use. Accordingly, it is in the best interest of both parties for the Tollway to lease approximately 7,270 square feet of Tollway property to ADM2 for a five-year term. Based on an appraisal, it was determined that ADM2 should be required to pay annual rent, on or before July 1 of each year, as follows: Year 1 at \$11,632.00, Year 2 at \$11,981.00, Year 3 at \$12,340.00, Year 4 at \$12,711.00, Year 5 at \$13,092.00. Year over year, the rent increases 3% per year. The lease may be terminated by either party with 60 days’ advance notice.

Resolution

The Acting Chief Engineering Officer and the General Counsel are authorized to negotiate and prepare a lease between the Illinois State Toll Highway Authority and ADM2, LLC in substantially the form attached to this Resolution. The Land Acquisition Manager is authorized to execute said Agreement.



Approved by: _____
Chair

FIRST AMENDMENT TO LAND LEASE

THIS FIRST AMENDMENT TO LAND LEASE (“First Amendment”) is made as of this 1st day of July 2022, by and between ADM2, LLC, 1011 East Touhy, Des Plaines Illinois (“Lessee”), and THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“Lessor”).

WHEREAS, Lessor and Lessee are parties to a Land Lease (“Lease”) dated July 1, 2017, for the lease of approximately 7,270 sq. ft. of land (“Leased Property”), as described in the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease to extend the term of the Lease, as hereinafter set forth.

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

1. Lease Term. The term of the Lease shall be extended from the current expiration date of June 30, 2022 to June 30, 2027 (“Extension Term”).
2. Rent. The terms and conditions of the Lease shall be extended as aforementioned paragraph 2 and during the Renewal Term rent shall be paid annually in advance on or before July 1st of each year. The real rate during the Renewal Term shall be due on or before July 1st of any given year. The rent payments shall be paid as follows:

July 1, 2022 to June 30, 2023 paid on or before July 1, 2022 the annual sum of \$11,632.00
July 1, 2023 to June 30, 2024 paid on or before July 1, 2023 the annual sum of \$11,981.00
July 1, 2022 to June 30, 2025 paid on or before July 1, 2024 the annual sum of \$12,340.00
July 1, 2022 to June 30, 2026 paid on or before July 1, 2025 the annual sum of \$12,711.00
July 1, 2022 to June 30, 2027 paid on or before July 1, 2026 the annual sum of \$13,092.00
3. Terms of Lease. Except where the terms of this First Amendment are inconsistent with the terms of the Lease, the terms of the Lease are incorporated into this First Amendment by reference.
4. Toxic Waste. Lessee will remediate, in accordance with the Federal and Illinois Law & Environmental Protection Agency requirements, any spillage of contaminants on the Leased Property caused by Lessee.
5. Cancellation. Lessee may cancel the Lease by giving Lessor written notice of cancellation sixty (60) days prior to the date (July 1) the next yearly rent is to be paid by Lessee to Lessor.

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

LESSEE

ADM2, LLC

By: _____

Title: _____

ATTEST

By: _____

Title: _____

LESSOR

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____

Title: _____

ATTEST

By: _____

Title: _____

Approved as to Form and Constitutionality

Attorney General, State of Illinois

RESOLUTION NO. 22474

Background

The Illinois State Toll Highway Authority (“Tollway”) has negotiated a proposed settlement regarding property damage claims filed by the Tollway against Alberto Tavarez-Amezola. It is in the best interest of the Tollway to enter into the settlement.

Resolution

Settlement of the Tollway’s claim against Alberto Tavarez-Amezola for property damage is approved. The General Counsel is authorized to finalize the settlement agreement consistent with the terms presented to the Board in Executive Session. The General Counsel and the Chair and Chief Executive Officer of the Tollway or the Tollway’s Executive Director are authorized to execute any and all necessary documents to effectuate the settlement and resolve all related legal matters, and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: 

Chair

RESOLUTION NO. 22475

Background

The Illinois State Toll Highway Authority (“Tollway”) currently administers an economic assistance program called I-PASS Assist. (*See* Resolution No. 22237.) The I-PASS Assist program helps income-eligible customers in two basic ways.

First, the I-PASS Assist program enables income-eligible customers to obtain I-PASS accounts and thereby experience the benefit available to all I-PASS customers, specifically, substantially lower toll rates.

Second, the I-PASS Assist program enables income-eligible customers to obtain I-PASS accounts on more favorable terms than otherwise available. Whereas I-PASS customers generally are required to pay a \$10 deposit for a transponder and put \$20 on their accounts to cover future tolls, I-PASS Assist customers are not required to pay a transponder deposit and only need to put \$4 on their accounts to cover future tolls. Also, I-PASS Assist customers may potentially avoid invoice fees incurred for tolls not paid through their I-PASS Assist accounts.

The Tollway seeks to enhance the I-PASS Assist program, for both new and old I-PASS Assist customers, by also enabling them to potentially avoid invoice fees and other miscellaneous fees they may have incurred in or after June 2020 when the Tollway’s invoicing program began. The Tollway seeks to waive such fees.

Eligibility to participate in the Tollway’s I-PASS Assist program is based on income. Currently, individuals with incomes less than 250% of the Federal Poverty Level, based upon household composition as verified by the Illinois Department of Revenue (“IDOR”), are eligible to enroll in I-PASS Assist. To promote even greater enrollment in I-PASS Assist, the Tollway will be engaging with additional state agencies that can verify potential I-PASS Assist customers’ eligibility.

RESOLUTION NO. 22475

Background - continued

In addition to providing substantial benefits to income-eligible customers, the Tollway's enhanced I-PASS Assist program also will benefit the Tollway because the use of transponders is the most cost-efficient method by which to conduct toll transactions. Toll transactions made without the use of a transponder are significantly more expensive than toll transactions made with a transponder.

Resolution

To provide additional needed relief to income-eligible customers, the Tollway is authorized to adopt policies and procedures necessary to implement its enhanced I-PASS Assist program, as described above.

Approved by: 
Chair